

GAHC010285942023



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : I.A.(Civil)/3799/2023

RIMPUMONI BORDOLOI
S/O SRI PRABIN CHANDRA BORDOLOI, BAM HUKUTA, NEAR GIRLS
COLLEGE, P.O.-DULIAJAN, DIST-DIBRUGARH, ASSAM, PIN-786602

VERSUS

OIL INDIA LTD. AND 2 ORS.
REPRESENTED BY RESIDENT CHIEF EXECUTIVE, DULIAJAN, DIST-
DIBRUGARH, PIN-786602

2:THE GENERAL MANAGER-CONTRACT
CONTRACT DEPARTMENT
OIL DULIAJAN
DIST-DIBRUGARH
PIN-786602

3:SATENDRA KUMAR SINGH
S/O LATE ISWAR SINGH
DAILY BAZAR
NEAR SANGELI MARKET
STATION ROAD
DULIAJAN-78567

Advocate for the Petitioner : MR M DUTTA
Advocate for the Respondent : SC, OIL

BEFORE
HON'BLE MR. JUSTICE KAUSHIK GOSWAMI
ORDER

01.03.2024

Heard Mr M Dutta, learned counsel for the petitioner. Also heard Mr K Kalita,

learned counsel for the respondent Nos. 1 and 2 and Mr H K Sarma, learned counsel for the respondent No. 3.

2. This is an application seeking amendment of the writ petition, i.e., WP(C) No. 6068/2022, filed before this Hon'ble Court.

3. The fact of the case is that the respondent/Oil India Limited (OIL), issued an NIT on 23.11.2021, for hiring 34 brand new 42/48 seater fully built diesel buses under open e-tender composite bid system. Though under the terms and conditions of the aforesaid tender, both heavy and other vehicles were allowed for consideration for similar works, by a corrigendum dated 10.12.2021, similar works was restricted to only heavy vehicles.

4. Mr M Dutta, learned counsel for the petitioner submits that though the challenge was made to the said corrigendum, however, inadvertently, the corrigendum itself was not arrayed in the relief sought. He further submits that after the respondents/OIL filed their affidavit, it has come to their knowledge that the subject NIT has already been awarded in respect of respondent No. 3, by award dated 28.04.2022 and that an agreement has also been entered between the Corporation and the respondent No. 3, has also been annexed in the affidavit-in-opposition.

5. Accordingly, the present interlocutory application has been filed seeking amendment of the writ petition for inserting after prayer No. III in the writ petition, the following prayers:-

“(IV) A writ in the nature of Certiorari for setting aside and quashing

corrigendum No. 1 dated 10.12.2021.

(V) A writ in the nature of Certiorari for setting aside and quashing the letter of award dated 28.04.2022, issued by the respondent Nos. 1 and 2, in favour of respondent No. 3.

(VI) A writ in the nature of Certiorari for setting aside and quashing the agreement dated 09.07.2022 executed between the respondent Nos. 1 and 3.”

6. Mr K Kalita, learned counsel for the Oil India Limited (OIL) strongly opposes the prayer of amendment. He further submits that though it was in the knowledge of the writ petitioner, as regards the corrigendum in question, the same was not put to challenge in the writ petition. He further submits that after the respondents filed their returns in the matter questioning the maintainability of the writ petition, the said amendment application has been preferred.

7. Mr H K Sarma, learned counsel for the respondent No. 3 submits that he has received no instructions to oppose the prayer of amendment.

8. I have heard the submissions made at the Bar and have perused the materials available on record.

9. It appears that the petitioner is aggrieved by the corrigendum dated 10.12.2021, whereby the earlier clause relating to similar work has been restricted to only that of heavy vehicles. It further appears that after the respondents filed their returns in the matter, it had come to the knowledge of the petitioner that the subject work had already been awarded to respondent No. 3 and to that effect, MoU has also been entered between

the respondent/OIL and the respondent No. 3.

10. It is thus clear that at the time of filing the writ petition, the aforesaid events with regard to the said award and the agreement were not in the knowledge of the petitioner, which affects the rights of the petitioner. The aforesaid award and the agreement being consequent development to the subject NIT and the impugned corrigendum, are relevant for effective determination of the writ petition.

11. As such, it would be just and proper if the aforesaid amendments as sought for is allowed.

12. In view of the above, in the prayer portion of the writ petition, i.e., WP(C) No. 6068 of 2022, the following prayers shall be inserted after prayer No. III:-

“(IV) A writ in the nature of Certiorari for setting aside and quashing corrigendum No. 1 dated 10.12.2021.

(V) A writ in the nature of Certiorari for setting aside and quashing the letter of award dated 28.04.2022, issued by the respondent Nos. 1 and 2, in favour of respondent No. 3.

(VI) A writ in the nature of Certiorari for setting aside and quashing the agreement dated 09.07.2022 executed between the respondent Nos. 1 and 3.”

13. Accordingly, the interlocutory application stands allowed.

14. Writ petitioner to submit amended writ petition to the Registry, for doing the needful.

15. Respondents are at liberty file necessary affidavit-in-opposition to the amended writ petition.

16. Interlocutory Application stands disposed of, accordingly.

JUDGE

Comparing Assistant