

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6744 of 2015

=====

Guddu Kumar Singh @ Dhanjit Kumar Singh, son of Late Devendra Prasad Singh,
resident of Mohalla- Naga Road, Raxaul, P.O. and P.S. Raxaul, District- East
Champaran at Motihari.

.... Petitioner

Versus

1. Life Insurance Corporation of India through the Senior Divisional Manager,
Divisional Office, Muzaffarpur.
2. The Senior Divisional Manager, Life Insurance Corporation of India, Divisional
Office, Muzaffarpur.
3. The Manager (O.S.), Life Insurance Corporation of India, Divisional Office,
Muzaffarpur.
4. The Branch Manager, Life Insurance Corporation of India, Branch Office,
Raxaul, District- East Champaran at Motihari.

.... Respondents

=====

Appearance :

For the Petitioner : M/s. S.B.K. Mangalam and
Chandan, Advocates

For the Respondents : M/s. Rajeev Ranjan Prasad and
Nilanjan Chatterjee, Advocates

=====

CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

ORAL JUDGMENT

Date: 01-05-2015

Heard learned counsel for the petitioner and the
respondents.

The petitioner initially had filed this writ application
challenging the notice by which the tenders have been invited from
eligible tenderers for supply of 100 K.V.A. Diesel Generator Set for
Branch Office, Raxaul of the respondent Life Insurance Corporation.
However, in view of the fact that the petitioner has also submitted his
tender papers for his consideration in view of NIT, learned counsel
confines his prayer for a direction to the respondent Life Insurance
Corporation for preferential consideration of the petitioner in case the

tender is opened and he along with some other person is the lowest tenderers and their cases at par with each other.

Petitioner, secondly, seeks direction to the respondent to discuss and negotiate this contract with the writ petitioner for payment of the amount that the petitioner would be entitled on account of increase of price of high speed diesel during the continuity of previous contract as per Clause-IX of the Terms and Conditions of the Tender Notice.

The petitioner claims that he was given contract for supply of electricity through 35 K.V.A. Diesel Generator for which the agreement was executed between the parties. Terms and conditions thereof have been appended as Annexure-2. The petitioner was given extension for two years also and, thereafter, he claims to be continuously supplying of electricity through generator till date. However, such extended period of two years has obviously lapsed and the respondents have gone for fresh NIT for enhanced capacity, i.e., of 100 K.V.A. Petitioner initially filed this writ application for direction to the respondent-Lice Insurance Corporation for negotiating with him for supply of power from 100 K.V.A. Generator in view of the fact that he was already working for last five years. However, in view of the fact that he has also submitted his tender papers with respect to the NIT contained in Annexure-3 now the writ petition stands confined to the prayer as stated above.



In my considered opinion, the terms and conditions (Annexure-2) clearly lay down under Clause-3 that the contracts concerned would be valid for three years from the date of installation and that may be extended for two years depending upon mutual consent of parties and performance of the concerned which was eventually done also. However, there is no agreement for extension of further period after lapse of five years. In view of the terms and conditions coupled with the fact that now requirement is of enhanced capacity of Generator Set from 35 K.V.A. to 100 K.V.A., the purpose for issuing fresh tenders vide Annexure-3 cannot be faulted with.

So far grant of relief to the petitioner with respect to giving preferential treatment to the petitioner is concerned in case two tenderers including him are found to be at par in all respect, such relief also cannot be granted by this Court for the reason that the persons who were earlier supplying to the Life Insurance Corporation, such as M/S Thakur Electrical Services, may also claim such preferential treatment. That apart, the grant of work would be considered by the competent authority taking into consideration all the facts and circumstances and terms etc. contained in the NIT. This Court cannot supplement the NIT by inserting further terms and conditions. Therefore, in my considered opinion, such relief cannot be granted by this Court as that would be dependent upon the prevailing facts and circumstances at the time of making selection for grant of

work. However, it is made clear that it is well established principle of law that the tender process should be transparent and if the petitioner has also duly applied for the work concerned, he should also be considered in similar terms.

So far the relief no.3 is concerned, in my considered opinion, if certain amount is admittedly due then that would be required to be paid by the authority concerned to the petitioner.

In such a situation, I would direct the petitioner to approach respondent no.2, i.e., the Senior Divisional Manager, Life Insurance Corporation of India, Divisional Office, Muzaffarpur, by filing a fresh representation along with necessary documents etc., who shall consider the same on its own merit and in accordance with law and take a decision by recording a reasoned and passing speaking order within a period of four weeks from the date of filing of such representation. If he comes to the conclusion that the some amount is to be paid to the petitioner then immediate steps should be taken for payment of the same preferably within four weeks thereafter.

This writ application, accordingly, stands disposed of in terms of observation, findings and directions recorded as above.

(Dr. Ravi Ranjan, J)

N.H./-

U			
---	--	--	--