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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No.1685 of 2015**

Smt. Navneet Kaur Riyar, W/o Shri Sardar Sukhbeer Singh Riyar, aged about 38 years, Shubham Medical Stores, Sheet No. 79, and Plot No. 34/2, Pratapganjpara, Resident of C/o Shri Sardar Dewan Singh Riyar, Near Mahatma Gandhi School, Ganga Nagar Ward, Geedam Road, P.S. Bodhghat, Jagdalpur, Civil and Revenue District Bastar, Chhattisgarh

---- Petitioner**versus**

1. Indian Red Cross Society through State Secretary, Chhattisgarh State Branch, Red Cross Bhawan, Collectorate Premises, P.S. Kotwali, Raipur, Chhattisgarh
2. Collector, Bastar Chairman Bastar District Indian Red Cross Society Collectorate Premises, P.S. Kotwali Jagdalpur, District Bastar, Chhattisgarh
3. Chief Medical Health Officer, District Secretary, Bastar District Indian Red Cross Society, Premises Medical College, Jagdalpur, District Bastar, Chhattisgarh
4. Office-Head Office of Indian Red Cross Society Branch Bastar, Premises of District Hospital (Maharani Hospital) P.S. Kotwali, Jagdalpur, District Bastar, Chhattisgarh
5. M. Balaji Naidu Vainket Ratnam Medical, through its proprietor Pratapdev Ward, P.S. Kotwali, Jagdalpur, District Bastar, Chhattisgarh
6. Rajesh Kumar Gupta, Rajesh Medical, Indian Red Cross Society, Medical Store, Premises of District Hospital (Maharani Hospital) P.S. Kotwali, Jagdalpur, District Bastar, Chhattisgarh

---- Respondents

For Petitioner	:	Shri Avinash K. Mishra and Ms. Tripti Rao, Advocates
For Respondents No.1 to 3	:	Shri U.N.S. Deo, Government Advocate
For Respondent No.5	:	Shri Pravin Kumar Tulsyan, Advocate

Hon'ble Shri Navin Sinha, Chief Justice
Hon'ble Shri Justice P. Sam Koshy

Order on Board**Per Navin Sinha, Chief Justice****13/10/2015**

1. Heard Learned Counsel for the Petitioner and the State.
2. We need not go into the question with regard to the maintainability of the writ application against the State Red Cross Society constituted

under the Indian Red Cross Society Act and leave it open for consideration in an appropriate case as in the facts of the present case, we find that the writ application can be disposed on another short single point.

3. The Respondents invited bids for running of a medicine shop. The *sine qua non* for the same was a drug licence for storage of medicines at a place.

4. Learned Counsel for the Petitioner submitted that the Petitioner is possessed of a valid drug licence. The terms of the tender did not stipulate that the licence was required to be enclosed with the technical bid. Therefore, if despite possessing a drug licence, merely because it may not have been furnished in the envelope containing the technical bid, rejection of the Petitioner's bid is not justified especially when she was the highest bidder and there is approximately Rs.40,000/- per month difference in rate between that offered by the Petitioner and the person with whom settlement has been made. Public finance is also an important consideration.

5. Learned Counsel for the State submitted that if the Petitioner did not enclose the drug licence with the technical bid, rejection of her bid was justified. The Court cannot issue any directions with regard to the terms of the tender especially when there is no relaxation clause. Third party rights have already been created by settlement with Respondent No.5.

6. Learned Counsel for Respondent No.5 reiterated that if the technical bid was incomplete, no vested right accrues to the Petitioner for demanding settlement only because she may have been the highest bidder.

7. We have considered the submissions.

8. Suffice it to observe that the terms of the tender cannot be re-

written by the Court especially when there is no relaxation clause. If the Petitioner intended to bid in a commercial contract, she was expected to be aware of the requirements of the commercial world. Any person bidding for running a drug store is mandatorily required to have a drug licence for storage and stocking of medicines at a place. It was therefore an essential condition of the tender required to be enclosed with the technical bid. The tender notice itself lists the drug licence under the heading 'The Essential Conditions'. To accept the submission on behalf of the Petitioner that there was no express stipulation that the drug licence was required to be submitted in the envelope containing the technical bid, does not appeal either to logic or reason in the nature of the tender and any interference by the Court on that ground would amount virtually to re-writing the terms of the tender.

9. The writ application is dismissed.

Sd/-

(Navin Sinha)
CHIEF JUSTICE

Sd/-

(P. Sam Koshy)
JUDGE