

VPH

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L) No. 2007 OF 2015

M/s. Maruti Goods Movers Pvt. Ltd. ... Petitioners
Vs.
Union of India ... Respondents

Ms. Astha Tahamankar i/b Arvind Dubey, for the Petitioners.

Mr. Chetan Agrawal, for the Respondents.

CORAM : V. M. KANADE, &
B. P. COLABAWALLA, JJ.

DATE : AUGUST 11, 2015

PC.

1. Heard the learned counsel appearing on behalf of the Petitioners and the Respondents. Petitioners are aggrieved by an order of the Respondents discharging the tender which was floated. The said decision was communicated to the Petitioner by a letter dated 8.7.2015. It is submitted that the Petitioners had given the bank guarantee and they were the highest bidder and therefore, they are entitled to be awarded the tender contract.

2. On the other hand, the learned counsel appearing on behalf of the Respondents submitted that the tender itself had been discharged and a fresh tender has now been floated and Petitioners are

free to apply again. By the order passed by the learned Single Judge in Arbitration Petition (L) No. 817 of 2015 on 29th April, 2015 Petitioners were permitted to participate in the tender bid.

3. We are of the view that the Petitioners do not have any legal right of challenging the impugned discharge order of the Respondents since it was not a concluded contract between the parties. It is an admitted position that the tender was not allotted to the Petitioners, and therefore, it is always open for the Respondents to withdraw the tender before allotment is done. Liberty is granted to the Petitioners to participate in the fresh tender process. Deposit which is made by the Petitioners be refunded within two weeks. Writ petition is disposed of in the aforesaid terms.

Sd/-
[B. P. COLABAWALLA, J.]

Sd/-
[V. M. KANADE, J.]

Vinayak Halemath