

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:04.08.2015

Coram

The Hon'ble Mr. Justice M.M.SUNDRESH

W.P.No.10401 of 2015
and
M.P.Nos.1 & 2 of 2015

Prakash M Shetty
Proprietor of M/s.Sai Hospitality Services,
rep.by his authorized Manager,
S.Sriee Sekhar ... Petitioner

vs.

1. The Principal,
United India Insurance Company Limited,
Learning Centre
No.19, IV Lane,
Nungambakkam High Road,
Chennai-600 034.
2. UK Facility Services Pvt.Ltd.,
rep.by Chairman Respondents

Petition filed under Article 226 of the Constitution of India praying to issue a writ of certiorarified mandamus calling for the records pertaining to the proceedings of the official E-mail Notification dated 28.3.2015 issued by the first respondent and to quash the same and consequently direct the first respondent, to accord permission to the petitioner to run the catering services at United India Insurance Company Limited, Learning Centre, No.19, IV Lane, Nungambakkam High Road, Chennai-600 034, as per Lowest bid rates finalized on 06.03.2015, in pursuance to the terms and conditions mentioned in tender document 27.02.2015, by the first respondent herein.

For Petitioner	..	Mr.P.Chandrasekaran for Mr.R.Lakshmi Narasimhan
For Respondents	..	Mr.S.Arunkumar for R1

ORDER

The petitioner herein is one among the others, who took part in the tender process. He was also the erstwhile contractor. The tender was meant for providing food.

2.The petitioner made the bid for the said items in the following manner:

- 1.Fried rice, Biriyani, Noodles - both veg and Non-veg for Re.1/-
- 2.Crispy vegetables, chips for Re.1/-
- 3.Panneer/Mushroom/Peas items for Re.1/-

3.The petitioner was not given the contract. As the period of contract got expired, he was asked to hand over the charge to the new caterer along with inventories. Challenging the e mail sent to that effect, the present writ petition has been filed.

4.The learned counsel for the petitioner submitted that the petitioner has been the successful contractor for four years. Even in the present contract, he was the successful bidder in the technical bid and lowest in the financial one. Since he has made a demand for arrears of Rs.5 lakhs, he was not given the contract. Therefore, the order passed has to be set aside and the consequential direction will have to be issued to award the contract.

5.The learned counsel for the first respondent submitted that the petitioner has deliberately quoted the lowest price being one rupee for fried rice, biriyani, crispy vegetables and paneer, mushroom and peas items and no arbitrariness was involved in the selection process. Clause 18 of the Tender document states that the respondents reserve the right to either accept or reject any of the tenders without assigning any reason. They are not bound to accept the lowest tender and the decision made by them is final. He further submitted that the petitioner was given another contract and for no reason, he has abandoned the said contract with respect to maintenance. The petitioner has also received the earnest money deposit and therefore, he prayed for dismissal of the writ petition.

6.The law relating to tender is quite settled. In the absence of any malafide or arbitrariness, this Court is not expected to interfere with the process of awarding contract. The law is also clear that merely because the bid is lowest, the participant does not have a vested right to lock it in his favour. The petitioner was aware of the terms of the tender document. It also appears that the price quoted by the petitioner is impossible to perform. It is for the respondents to award the contract not only in the financial point of view but also in the point of view of the quality of food. It is also not in dispute that the petitioner has received the earnest money deposit.

7.Considering the above, this writ petition is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

8.After passing the orders, learned counsel for the petitioner submitted that Re.1 is quoted only for special dinner and not for regular dinner. Even assuming that it is true, that speaks volumes about the conduct of the petitioner. The petitioner cannot twist the terms of the tender to suit his convenience. It is impossible to give a special dinner as submitted by the petitioner in his document. It only exhibits his anxiety to get the contract. Therefore, the said submission, though made after passing the order, also cannot be a ground to allow this writ petition.

Sd/-
Asst.Registrar (CS II)

/true copy/

Sub Asst. Registrar

To

The Principal,
United India Insurance Company Limited,
Learning Centre
No.19, IV Lane,
Nungambakkam High Road,
Chennai-600 034.

+1cc to M/S.S.Arunkumar, Advocate sr.40195

+1cc to M/S.R.LakshmiNarasimhan, Advocate sr.40338

सत्यमेव जयते

W.P.No.10401 of 2015

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srg 24.08.2015

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