

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No. 24977 of 2015
Date of decision:- 01.12.2015

M/s Vishwanath Contractor

...Petitioner

Versus

Haryana State Warehousing Corporation, Panchkula and others

...Respondents

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE
HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present: Mr. Arvind Bansal, Advocate,
for the petitioner.

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S.J. VAZIFDAR, A.C.J. (ORAL)

The petitioner has challenged the award of work in favour of respondent No. 4.

2. Respondent No. 4 was admittedly L-1. The petitioner's bid was higher than that of respondent No. 4. The work was, therefore, correctly awarded to respondent No. 4. There is no doubt regarding the same. It is, however, contended that a post-tender condition has not been complied with. The work order required respondent No. 4 to deposit the security amount of ₹ 2,50,000/- before starting the work. The official respondents have deducted the amount towards security deposit from the bills of respondent No. 4.

Firstly, this was a post-tender condition not relating to the eligibility of respondent No. 4.

Secondly, it was not mandatory for the respondents to cancel the contract. The contract was only liable to be cancelled.

Thirdly, the petitioner's bid was in any event not the most competitive. The award of the contract in favour of the petitioner would have financial repercussions adverse to the official respondents.

3. In view of the above facts taken together, there is no warrant for interfering with the extra-ordinary jurisdiction under Article 226 of the Constitution of India.

4. The petition is, therefore, dismissed.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

(TEJINDER SINGH DHINDSA)
JUDGE

01.12.2015

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AMODH SHARMA
2015.12.02 14:25
I attest to the accuracy and
authenticity of this document
chandigarh