

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 10007 OF 2016

M/s Sai Rachana Construction Pvt. Ltd. .. Petitioner
V/s
Maharashtra State Road Transport Corporation
and Ors. .. Respondents

Mr. Prashant Patil for the petitioner.

**CORAM: DR. MANJULA CHELLUR, CJ. &
M.S. SONAK, J.**

DATE : 30th AUGUST 2016

P.C.:

The petitioner is before this Court seeking the following reliefs:

- “(a) Rules be issued and record and proceedings of the case be called for;
- (b) This Hon'ble Court may be pleased to issue a Writ of Mandamus or a Writ in the nature of Mandamus or any other writ, order or direction under Article 226 of the Constitution of India and be pleased to direct the Respondents to allow the Petitioner to go ahead with the actual construction of Bus Station and Depot Manager's Quarter with Commercial Complex at Yeola in Nashik Division pursuant to Formal Acceptance letter dated 27/08/2014 and further be

pleased to quash and set aside Letter dated 18/07/2016 bearing outward No.ST/CE/CC-114/2251 issued by the Respondent No.2.

- (b) Pending the hearing and final disposal of the present writ petition, this Hon'ble Court by issuing appropriate Writ or direction be pleased to direct the Respondents not to invite fresh Bids for the construction of Bus Station with Commercial Complex at Yeola in Nashik Division.”

2. Apparently the 3rd respondent invited tenders for construction of Bus Station and Depot Manager's Quarter with infrastructure at Yeola in Nashik Region at the existing plot of Bus Station. Accordingly to the petitioner, the bid was submitted on 20th January 2014 along with 1% security deposit of Rs.5,50,000/-. It is contended by the petitioner that its bid was accepted and the petitioner was to be awarded the contract for construction of the Bus Station. A sum of Rs.25,20,000/- towards first instalment of 40% of the total premium came to be deposited by the petitioner way back in 2014 which includes the security deposit. In spite of submitting a site plan after correction of the rough plan, the respondents have not given any permission to start the construction work, but orally informed the petitioner not to start the construction work. It is contended that the petitioner has made all the arrangements to commence the work by securing the material and the required infrastructure, but the respondents kept on postponing the issue and the petitioner kept quiet hoping that the permission to start the construction would be granted. The petitioner sent several request

letters, but ultimately in the month of July 2016 respondent no.2 has intimated that the authorities have resolved to cancel the selection of the petitioner as developer of the Bus Depot in question since they want to put up the construction themselves.

3. It is well settled that mere selection of a bidder as a highest or approved bidder will not give any right to the tenderer to seek that the entire process of tender has to be completed. When the petitioner deposited the money way back in 2014, it ought to have approached the Court immediately seeking a direction in that regard. The petitioner also kept quiet for about two years on the so-called oral assurance of the respondent Authority. If the petitioner has sustained any loss, the same has to be established by giving on record further facts. We are of the opinion that at this belated stage there cannot be a compulsion to entrust the construction work to the petitioner. However, so far as damages are concerned, the same could be ascertained before the proper forum and not in a writ petition filed under Article 226 of the Constitution of India.

4. With these observations, the writ petition is disposed of.

(M.S. SONAK, J.)

(CHIEF JUSTICE)