

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.3228/2016
WITH
WRIT PETITION NO.3229/2016

WRIT PETITION NO.3228/2016

Shital Tirupati Karme
...Versus...
Zilla Parishad, Gadchiroli, through its Chief Executive Officer and others

WITH
WRIT PETITION NO.3229/2016

Dilip Madhukar Padalwar
...Versus...
Zilla Parishad, Gadchiroli, through its Chief Executive Officer and others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mrs R.S. Sirpurkar, Advocate for petitioner in both petitions
Shri J.S. Mokadam, Advocate for respondent nos.1 to 3 in both petitions
Shri A.S. Kilor, Advocate for respondent no.4 in both petitions

CORAM : SMT. VASANTI A. NAIK AND
MRS. SWAPNA JOSHI, JJ.
DATE : 21.07.2016

Since the issue involved in these petitions is identical and similar action on the part of the respondent – Zilla Parishad is challenged by the petitioners herein, they are heard together and are decided by this common order.

The tenders were floated by the respondent – Zilla Parishad some time in the month of January-February, 2016 inviting bids for construction work of veterinary hospital building. The petitioners claim to be the lowest bidders for the two works, that were advertised by the tender notice. It is the case of the petitioners that on 9.3.2016 they were asked to pay the security deposit and complete some other formalities. Thereafter, the petitioners were asked by the respondent - Zilla Parishad to explain as to how they would complete the construction work without compromising with the quality of the work as their bids were 19.98% and 24% lower than the estimated price mentioned in the tender notice, in respect of the petitioner in Writ Petition Nos.3228/2016 and 3229/2016 respectively. According to the petitioners, though the bids of the petitioners were lowest and though the petitioners assured to complete the building work without compromising with the quality, the respondent – Zilla Parishad has floated a fresh tender notice after cancelling the process initiated in pursuance of the tender notice floated in January-February, 2016.

On hearing the learned Counsel for the parties and on a perusal of the documents annexed to the petitions and the affidavit-in-reply filed on behalf of the respondent no.4 in both the petitions, we find that there is no scope for interference with the action on the part of the respondent – Zilla Parishad in refusing to award the contract of building work in favour of the petitioners and of floating a fresh tender. Admittedly, the petitioner in Writ Petition No.3228/2016 and the petitioner in Writ Petition No.3229/2016 have offered a bid that was less by

19.98% and 24% than the estimated cost. Since the Zilla Parishad was apprehensive whether the petitioners would complete the work by maintaining the standard of construction at a rate that was below 19.98% and 24% than the estimated cost, the Zilla Parishad asked the petitioners to explain item-wise as to how they would be able to complete the construction work by maintaining its quality. We find that the petitioner in Writ Petition No.3228/2016 has tendered a communication to the respondent – Zilla Parishad stating therein that the petitioner has the material and he would do the work as per the specifications. The petitioner in Writ Petition No.3229/2016 has not responded to the query of the Zilla Parishad at all. The Zilla Parishad did not find favour with the explanation submitted by the petitioner in Writ Petition No.3228/2016 as the respondent – Zilla Parishad had specifically asked the petitioner to demonstrate by item-wise rates as to how the petitioner would complete the work at a rate that was less by 19.98% and 24% than the estimated cost.

In our view, there is nothing wrong in the action of the Zilla Parishad in not accepting the explanation of the petitioner in Writ Petition No.3228/2016 as the said explanation is not an explanation at all. The explanation merely mentions that the petitioner has the material and he would complete the work. So also, the petitioner in Writ Petition No.3229/2016 has not tendered any explanation, with the result that the Zilla Parishad was not assured that the petitioners would complete the work successfully and maintain the quality of the work even at a rate that was less than 19.98% and 24% than the estimated cost. Since the respondent – Zilla Parishad found that the quality would be

compromised, if the tender is allotted in favour of the petitioners, the Zilla Parishad rightly took a decision to issue a fresh tender.

Since we do not find any illegality in the action of the respondent – Zilla Parishad, the writ petitions fail and are dismissed with no order as to costs.

JUDGE

JUDGE

Wadkar

C E R T I F I C A T E

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