

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

WRIT PETITION NO.142/2016

U. S. Technologies, through its Proprietor ..vs.. Municipal Council, Mohopa, through
its Chief Officer.

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

Court's or Judge's orders

Mr. Anand Deshpande, Advocate for petitioner.
Mr. U. K. Bisen, Advocate for respondent.

CORAM : SMT. VASANTI A. NAIK AND
V. M. DESHPANDE, JJ.

DATE : APRIL 11, 2016

By this writ petition, the petitioner has sought a direction to the Municipal Council, Mohopa to issue the work order to the petitioner for the electrification of layout nos.3 and 4 under the Ekamk Gruhanirman Zopadpatti Vikas Gharkul Yojana.

In pursuance of the advertisement issued by the respondent on 21.06.2015 for electrification of layout nos. 3 and 4, the petitioner had applied on 30.06.2015. The technical and the financial bid of the petitioner was opened and on 02.07.2015, it was found that the financial bid of the petitioner was the lowest. According to the petitioner, it was necessary for the respondent to award the contract in favour of the petitioner but the respondent-Municipal Council wrongly decided to award the same in favour of the second lowest bidder at the rate at which the petitioner had submitted the bid. The petitioner enquired with the Municipal Council and it was made aware that the tender work was not allotted to the petitioner as the work allotted to the petitioner of maintaining the street lights was not done by the petitioner satisfactorily. The petitioner has challenged the action of the respondent-Municipal Council by the instant petition.

In the circumstances of the case, the relief sought by the petitioner cannot be granted in exercise of the writ jurisdiction. The learned counsel for the petitioner has admitted that there were some irregularities on the part of the petitioner in carrying out the earlier contract of maintenance of street lights. It appears that the petitioner was asked by the communication dated 22.07.2015 to complete the contract in respect of the maintenance of street lights as per its terms and the irregularities committed by the petitioner in executing the earlier contract were brought to the notice of the petitioner. It appears that the petitioner was asked to show cause as to why the contract executed in favour of the petitioner in respect of the maintenance of the street lights should not be cancelled. In this background, it appears that the respondent-Municipal Council decided to award the contract of electrification of layout nos. 3 and 4 to the second lowest bidder at the rate that was quoted by the petitioner, who was the lowest bidder. The action on the part of the Municipal Council appears to be just and proper and the same cannot be faulted with, in the circumstances of the case. Merely because the bid of the petitioner was opened, it cannot be said that it was incumbent on the part of the respondent-Municipal Council to award the contract of electrification in favour of the petitioner as it was the lowest bidder.

Since we do not find any merit in the writ petition, the same is dismissed with no order as to costs.

JUDGE

JUDGE