

CWP No.18257 of 2016

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

CWP No.18257 of 2016
Date of decision: 07.11.2016

Jagdeep Singh

..... Petitioner

Versus

Food Corporation of India and others

..... Respondents

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE RAMENDRA JAIN**

Present: Mr. Anurag Chopra, Advocate, for the petitioner.

RAMENDRA JAIN, J.

Respondents No.1 and 2 invited bids from qualified and competent parties for transport contractor for a period of two years for Centre Nihal Singh Wala, District Moga, fixing the cut off date as 20.06.2016 for submission of the bid. Pursuant to the tender inquiry, petitioner and respondent No.3 submitted their respective bids along with requisite documents for being appointed as transport contractor for Nihal Singh Wala. After opening of the tender documents on 21.06.2016, respondent No.3 was found to be technically and financially suitable to be awarded the said tender, despite alarming omissions in the bid submitted by him in pursuance to the tender inquiry instructions and general instructions issued by respondent No.1.

2. Hence, by way of present writ petition filed under Articles

CWP No.18257 of 2016

226/227 of the Constitution of India, petitioner has sought issuance of writ in the nature of *mandamus* against the inaction of respondents No.1 and 2 in not disqualifying the technical bid submitted by respondent No.3 in response to the E-tender dated 20.06.2016 (Annexure P-1) issued by respondent No.2 and in pursuance to the tender inquiry dated 21.06.2016 (Annexure P-2). Further prayer has been made for declaring the action of respondents No.1 and 2 as illegal and arbitrary for having allotted the contract of transport contractor Nihal Singh Wala to respondent No.3.

3. Learned counsel for the petitioner contended that action of respondents No.1 and 2 in accepting the bid of respondent No.3 is illegal and arbitrary as there were material omissions in the bid submitted by respondent No.3. It was in contravention to the instructions issued by the official respondents. The documents submitted by respondent No.3 were not legible.

4. After going through the record and giving our thoughtful consideration to the submissions made by learned counsel for the petitioner, we find that this writ petition is completely devoid of any merit for the reason that no material error/omission was found in the technical bid submitted by respondent No.3. The tender documents submitted by respondent No.3 were found to be legible at all the hierarchal levels of examination. Perusal of the order (Annexure P-10) passed on the representation of the petitioner reveals that rates quoted by respondent No.3 were found to be less than the rates quoted by the petitioner and respondent No.3 was found to be financially viable. A contract is a commercial transaction. The power of judicial review cannot be invoked to decide the

CWP No.18257 of 2016

contractual disputes. Attempts by unsuccessful tenderers, like the petitioner, with imaginary grievances to persuade the Courts to interfere by exercising power of judicial review are not permitted. There appears to be no mala fide on the parts of respondents No.1 and 2 in accepting the bid of respondent No.3.

5. Hence, in view of the discussion above, petitioner is not entitled to any discretionary relief under the extraordinary writ jurisdiction of this Court under Article 226 of the Constitution of India.

6. Dismissed.

7. Registry is directed to bring this order to the notice of the respondents.

(RAMENDRA JAIN)
JUDGE

November 07, 2016
R.S.

(AJAY KUMAR MITTAL)
JUDGE

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No