

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP No. 4365 of 2016

Date of Decision: 4.8.2016

Manpreet Singh

....Petitioner.

Versus

State of Punjab and others

...Respondents.

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

PRESENT: Mr. Mohinder Kumar, Advocate for the petitioner.

Mr. Alok Jain, Additional Advocate General, Punjab.

Mr. Vishal Handa, Advocate for respondents No.2 and 3.

AJAY KUMAR MITTAL, J.

1. In this writ petition under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a writ in the nature of certiorari for quashing the letters dated 15.2.2016 (Annexure P-4) and dated 4.2.2016 (Annexure P-5) issued by respondent No.2 cancelling the Verka Milk Booth allotted to him on rent vide allotment letter dated 1.2.2016 (Annexure P-2). Further, directions have been sought to respondent No.2 to restore the allotment of the Verka Milk Booth to the petitioner and for restraining respondent No.2 from allotting the said booth to any other person.

2. A few facts necessary for adjudication of the instant petition as

narrated therein may be noticed. Respondent No.3 wrote a letter dated 30.1.2014 (Annexure P-1) to respondent No.2 for establishing a Verka Milk Booth at New Amritsar on the request of the petitioner. In pursuance thereto, respondent No.2 called for a report from the Technical Branch for availability of land for allotment. After completion of necessary formalities, respondent No.2 had allotted a Verka Milk Booth to the petitioner on rent at Bhai Gurdass Ji Nagar Scheme of the Improvement Trust at Amritsar vide allotment letter dated 1.2.2016 (Annexure P-2). As per the terms and conditions of Annexure P-2, the petitioner was asked to deposit one month's advance rent along with three months' rent as security amount with respondent No.2. The petitioner deposited ₹ 8500/-, i.e. one month's advance rent along with three months' rent as security with respondent No.2 vide application dated 5.2.2016 (Annexure P-3). Vide letter dated 15.2.2016 (Annexure P-4) issued by respondent No.2, the petitioner was informed that the said Verka Milk Booth allotted in his name had been cancelled vide letter dated 6.2.2016 and the demand draft was returned back. Neither the letter dated 6.2.2016 was received by the petitioner nor a copy thereof was supplied to him by respondent No.2. Further, no such letter was issued as 6.2.2016 was holiday in the office of respondent No.2 being Saturday. The petitioner approached respondent No.3 who had handed over a copy of the letter dated 4.2.2016 (Annexure P-5) issued by respondent No.2 informing respondent No.3 regarding cancellation of Verka Milk Booth in the name of the petitioner due to administrative reasons. Hence, the present writ petition.

3. After hearing learned counsel for the parties, we do not find any merit in the writ petition.

4. A perusal of the petition shows that though there was a communication addressed by the Improvement Trust, Amritsar to the General Manager, the Amritsar District Cooperative Milk Producer's Union Limited, Amritsar intimating the proposal vide letter dated 1.2.2016 (Annexure P-2), but no allotment letter was issued to the petitioner which may confer any enforceable right. The Improvement Trust, Amritsar had cancelled the Scheme of the Trust vide letter dated 15.2.2016 (Annexure P-4). It has not been demonstrated that the decision of cancellation taken by the respondents suffers from any malafides or is arbitrary. It was within the domain of the respondents to have cancelled the scheme. In such a situation, the action of the respondents in cancelling the scheme cannot be faulted.

5. The Supreme Court in **Jagdish Mandal v. State of Orissa and others 2007(14) SCC 517** had held that the contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes.

6. No illegality or perversity could be found in the letters, (Annexures P-4 and P-5, respectively) issued by respondent No.2 warranting interference by this Court under Articles 226/227 of the Constitution of India. No legal enforceable right had accrued to the

petitioner. Consequently, finding no merit in the writ petition, the same is hereby dismissed.

(AJAY KUMAR MITTAL)
JUDGE

August 4, 2016
gbs

(RAMENDRA JAIN)
JUDGE

Whether Speaking/Reasoned

Yes/No

Whether Reportable

Yes/No