

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

CWP No. 7080 of 2016
Date of decision: 05.09.2016

M/s Rajesh Kumar and CompanyPetitioner

Versus

Food Corporation of India and others ..Respondents

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

Present:- Mr. S.K. Verma, Advocate, for the petitioner.
Mr. K.K. Gupta, Advocate for respondent Nos. 1 to 4-FCI.

AJAY KUMAR MITTAL, J. (ORAL)

1. The petitioner has approached this Court under Articles 226/227 of the Constitution of India seeking quashing of the information/order dated 14.3.2016 (Annexure P-5) whereby respondent No. 4 had disqualified its technical bid and accepted the technical bid of respondent No. 5 in response to the tender published by respondent No. 2 on 13.11.2015 for Handling and Transport Contractors.

2. On 23.08.2016, the following order was passed:-

“Learned counsel for respondents No.1 to 4 states that the petitioner can visit the office of the respondents where he can get the financial bid opened in the presence of the officials of the respondents.

Let the petitioner visit the office of respondent No.4 on 29th August, 2016 at 11:00 am. The financial bid shall be opened in the presence of the petitioner and the same be submitted before the Court in a sealed cover on the next date of hearing.

To come up on 05.09.2016.

The opening of the financial bid shall be subject to further

orders to be passed by this Court.”

3. Learned counsel for respondent Nos. 1 to 4 submitted that in terms of the aforesaid order the representative of the petitioner had not visited the office of respondent No. 4 on 29.08.2016 upto 6 p.m. for opening the financial bid in his/her presence. A communication dated 02.09.2016 in this regard produced in Court, is taken on record, subject to all just exceptions.

4. 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.

5. In view of the above and also as learned counsel for the petitioner could not point out any illegality or perversity in the order dated 14.03.2016 (Annexure P-5) passed by respondent No. 4 warranting interference by this Court under Articles 226/227 of the Constitution of India. Consequently, finding no merit in the writ petition, the same is hereby dismissed.

(AJAY KUMAR MITTAL)
JUDGE

(RAMENDRA JAIN)
JUDGE

05.09.2016

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Whether Speaking/Reasoned	:	Yes/No.
Whether Reportable	:	Yes/No.