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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 2545/2015 & CM 4563/2015

AKASH BUILDERS

..... Petitioner

Through : Mr Amit Dubey

versus

UNION OF INDIA AND ANR

..... Respondents

Through : Ms Rashmi Malhotra with Ms Priyanka
Bharihoke for UOI.

CORAM:

HON'BLE MR. JUSTICE BADAR DURREZ AHMED

HON'BLE MR. JUSTICE ASHUTOSH KUMAR

ORDER

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03.08.2016

The learned counsel for the petitioner has handed over a communication dated 23.06.2016 issued by the Government of India, Ministry of Railways, Railway Board, in connection with the Railway Board's letter dated 22.09.2014 with regard to amendment in Clause 5 (2) of Part-I, General Conditions of Contract, 2014 – Earnest Money. The existing provision has been revised by permitting the earnest money to be deposited in cash as also by way of a fixed deposit receipt apart from banker's cheque and demand draft. This satisfies the grievance which has been raised by the petitioner in the present petition. The learned counsel for the petitioner is, however, still concerned that the provision may not have been revised for e-tenders. It would be open for the respondents to consider the same revision in respect of e-tenders also.

The writ petition stands disposed of as no further directions are necessary.

BADAR DURREZ AHMED, J

AUGUST 03, 2016

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ASHUTOSH KUMAR, J