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

+ **W.P.(C) 11364/2015 & C.M.No.29867/2015**

MANGLAM EXPRESS CARGO PVT. LTD. Petitioner

Through Mr.Ashish Mohan with Mr.Mohit
Kumar, Advocates.

versus

UNION OF INDIA & ANR Respondents

Through Mr.Jagjit Singh with Mr.Shipra
Shukla and Mr.Preet Singh,
Advocates.

+ **W.P.(C) 11365/2015 & C.M.No.29869/2015**

MANGLAM EXPRESS CARGO PVT. LTD. Petitioner

Through Mr.Ashish Mohan with Mr.Mohit
Kumar, Advocates.

versus

UNION OF INDIA & ANR Respondents

Through Mr.Jagjit Singh with Mr.Shipra
Shukla and Mr.Preet Singh,
Advocates.

+ **W.P.(C) 11708/2015 & C.M.No.31144/2015**

GOLDEN LOGISTICS Petitioner

Through Mr.Ashish Mohan with Mr.Mohit
Kumar, Advocates.

versus

UNION OF INDIA & ANR Respondents

Through Mr.Jagjit Singh with Mr.Shipra
Shukla and Mr.Preet Singh,
Advocates.

+ **W.P.(C) 11819/2015 & C.M.No.31398/2015**

M/S GOLDEN LOGISTICS

..... Petitioner

Through Mr.Ashish Mohan with Mr.Mohit
Kumar, Advocates.

versus

UNION OF INDIA & ANR

..... Respondents

Through Mr.Jagjit Singh with Mr.Shipra
Shukla and Mr.Preet Singh,
Advocates.

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Date of Decision : 16th December, 2016

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

J U D G M E N T

MANMOHAN, J: (Oral)

1. Present writ petitions have been filed seeking quashing of orders dated 28th October, 2015 passed by the Divisional Railway Manager, whereby the leasing contracts pertaining to the petitioners were terminated and the earnest money deposits were forfeited. Petitioners were also debarred from participating in any tender pertaining to the Railways for two years.

2. Despite notices having been accepted by the respondents nearly a year ago, no counter-affidavits have been filed. Consequently, this Court has no other option but to proceed ahead with the matters.

3. Learned counsel for the petitioners states that the impugned action of the Railways is bad in law as the acceptance letters of the petitioners' bids were issued after the offer of the petitioners had lapsed. In support of his statement, learned counsel for the petitioners relies upon Clause 4 of the tender conditions, which reads as under:

"I/We agree to abide by the above rates quoted by me/us for a period of 90 days from the date of opening of this tender."

4. Thus, according to learned counsel for the petitioners, the offers of the petitioners were valid only for a period of ninety days from the date of opening of the tenders. He states that as the tenders were opened on 1st May, 2015, the offers were valid only till 29th July, 2015 and as the acceptance letters were admittedly issued on 30th July, 2015, there was no concluded contract between the parties at all.

5. Mr.Jagjit Singh, learned counsel for the Railways, on instructions of Mr.Tyagi, ACM, fairly states that the bids furnished by the petitioners had been accepted one day after the offers had lapsed i.e. beyond 90 days.

6. Keeping in view the aforesaid admitted position, it is apparent that the acceptance letters were issued after the offers made by the petitioners had already lapsed and were no longer valid.

7. Further, Section 6(2) of the Indian Contract Act, 1872 reads as under:-

6. *Revocation how made*
A proposal is revoked-

xxxx

xxxx

xxxx

(2) by the lapse of the time prescribed in such proposal for its acceptance, or if no time is so prescribed, by the lapse of a reasonable time, without communication of the acceptance....”

8. Since in the present cases the time prescribed in the offer letters had lapsed prior to their acceptance, the offers stood revoked under Section 6(2) of the Indian Contract Act, 1872.

9. Consequently, the present writ petitions are allowed and the impugned orders passed by the respondents are set aside.

10. Further, the respondents are directed to refund the earnest money deposited by the petitioners within a period of six weeks from today.

DECEMBER 16, 2016
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MANMOHAN, J