

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.14499 of 2017

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M/s. Sanjay Constructions through its Partner Sanjay Kumar Son of Basudeo Prasad Yadav Resident of Mohalla- Lohar Gali, Musallahpur Hat, P.S. Sultanganj, District- Patna, Bihar.

.... Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Principal Secretary Cum Commissioner, Commercial Taxes Department, Government of Bihar, Patna.
3. The Principal Secretary, Human Resources Department, Government of Bihar, Patna.
4. The Bihar State Educational Infrastructure Development Corporation (A Government of Bihar under taking) through its Managing Director, Shiksha Bhawan, Bihar Rastra Bhasha Parishar Campus, Acharya Shiv Pujan Sahay Path, Saidpur, District- Patna, Bihar
5. The Chief Consultant (Technical) Bihar State Educational Infrastructure Development Corporation Ltd. (A Government of Bihar under taking), Shiksha Bhawan, Bihar Rastra Bhasha Parishar Campus, Acharya Shiv Pujan Sahay Path, Saidpur, Distict-Patna, Bihar,.
6. The Executive Engineer, State Educational Infrastructure Development Corporation Ltd. , Magadh Division, Saidpur, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Prabhat Ranjan
For the Respondent/s : Mr. Vikash Kumar
For BSEIDC : Mr. Girijesh Kumar

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date: 13-11-2017

Seeking quashing of a letter dated 18.09.2017 issued to



the petitioner by which the petitioner's application for revised estimate pursuant to the GST Act has been rejected based on Clause 35 of the Standard Bidding Document, the petition is filed. The petitioner was awarded certain contracts in connection with the construction work of C.T.E. Building in Bihar. The agreement has not been executed and the communications are only steps in furtherance to execution of the agreement, unless and until the agreement is executed appropriate action in terms of the tender document are being undertaken for the present.

Learned counsel for the petitioner submits that if the petitioner refuses to enter into the agreement coercive action as per Para 31.3 of ITB vide Annexure-3 will be taken and inaction on the part of the petitioner will amount to forfeiture of their bid amount.

At this stage, in anticipation of any action that may be taken by the respondents, indulgence into the matter is not called for. There cannot be any petition in anticipation of the action which the respondents may take and therefore no positive direction can be issued at this stage and we are not inclined to interfere into the matter. As and when any coercive action is taken against the petitioner, the petitioner may invoke the jurisdiction of this Court. For the present, as the agreement itself is not executed nor any coercive action taken, no cause accrues for filing of this petition.



With the aforesaid liberty, the writ petition is dismissed.

(Rajendra Menon, CJ)

(Anil Kumar Upadhyay, J)

mrl./-

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	16/11/2017
Transmission Date	N.A.

