

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 4 of 2017**

M/s C.D.O. Securities and Public Helpline Service, Through Its Proprietor Anjani Kumar Dwivedi, son of Shri Shyam Lal Dwivedi, aged about 36 years, Address H.O.D.3 New Indira Market, Near Bhilai Power House Railway Station, Bhilai, District Durg (C.G.)

---- **Petitioner**

versus

1. Jila Sahkari Kendriya Bank Maryadit, Bilaspur, through its Chief Executive Officer, Jila Sahkari Kendriya Bank Maryadit, Bilaspur, Head Office, Bilaspur (C.G.)
2. Bundela Securities and Consultants Pvt. Ltd., through its Manager, Address L/38, Yadunandan Nagar, Tifra, Bilaspur (C.G.)

---- **Respondents**

For Petitioner	:	Shri C.J.K. Rao, Advocate
For Respondent No. 1	:	Shri Prafull Bharat, Advocate
For Respondent No. 2	:	Shri K.P.S. Gandhi, Advocate

Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice
Hon'ble Shri P. Sam Koshy, Judge

Order on Board

29/03/2017

1. We have heard the learned counsel for the Petitioner, the learned counsel for Respondents 1 and 2.
2. The Petitioner and Respondent No.2 competed in a contract for providing security services to the first Respondent-Bank in terms of the invitation for tender contained the prescription that the successful tenderer has to ensure the compliance of the responsibility under different statutory and other obligations including payment of wages, E.S.I. etc. It is the requirement that the technical bid and the financial bid has to be placed separately. It is an admitted situation that the second Respondent has quoted the rate lower

than that quoted by the Petitioner. The first Respondent-Bank granted the contract to the second Respondent. This is challenged by the Petitioner on the plea that the rate quoted by the second Respondent is lower than the minimum wages rate prescribed for security service personnel in the State of Chhattisgarh.

3. We are not dealing with public interest litigation where the Petitioner is attempting to espouse the cause of the security personnel who may be hired in the process. The Petitioner is none other than a competitor against the second Respondent in the matter of award of contract by the first Respondent-Bank. Inter-se the Petitioner and the second Respondent there can be no issue referable to the commercial wisdom of the second Respondent on the basis of which the quotation has been made by him. This is because, adequacy of consideration of a contract is not a matter for judicial review. It will be open to the second Respondent to quote for the contract at a lower rate. If the persons who are working under the second Respondent have any grievances against the second Respondent for non-compliance of the statutory provisions including regarding payment of minimum wages etc that would not be a matter of concern for the writ petitioner or a matter to be adjudicated in this writ petition where the award of contract is under challenge. We do not see any other ground urged or arising for consideration in this writ petition. We pointedly record that the arguments are based entirely on Clauses 10 and 13 of the terms and conditions of the tender which is a part of Annexure-P/3.
4. For the aforesaid reasons, this writ petition fails and the same is accordingly dismissed.

Sd/-

(Thottathil B. Radhakrishnan)
Chief Justice

Sd/-

(P. Sam Koshy)
Judge