

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) 3345 of 2017**

- Best Security Services, Through its Supervisor Ravindra Banjare son of Shri Bhuvan Prasad Banjare, aged about 25 years, Authorized by the proprietor, Office at Flat No.301, Third Floor, Usha Kiran Parisar, Bhatagaon, Raipur, District Raipur (C.G.)

---- Petitioner**Versus**

1. Chhattisgarh State Civil Supplies Corporation Limited, Through: The Managing Director, Hitwad Parisar, Awanti Vihar Colony, Head Quarter – Raipur, District Raipur (C.G.)
2. Manager (Administration), Chhattisgarh State Civil Supplies Corporation Limited, Hitwad Parisar, Awanti Vihar Colony, Head Quarter – Raipur, District Raipur (C.G.)

---- Respondents

For Petitioner	:	Shri Raghvendra Pradhan, Advocate
For Respondent No.1	:	Shri N.K. Vyas, Advocate

Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice
Hon'ble Shri Sharad Kumar Gupta, Judge

Order on Board**Per, Thottathil B. Radhakrishnan, Chief Justice****14/12/2017**

1. The Petitioner had responded to a Notice Inviting Tender (NIT) for supply of man power to the first respondent – Corporation.
2. The Petitioner demonstrates that the first respondent repeatedly calls for

tenders by cancelling the earlier NIT and such activity tends to indicate that there is every reason to apprehend that cancellation of notices inviting tender and issuance of a fresh tender are repeatedly made to pave way for corruption and nepotism. It is argued that it appears that first respondent would not finalize tender unless its gets the quote from the person of its choice.

3. The learned counsel for the first respondent submits on the basis of materials filed by it that on evaluation of the fact and factors, it has been noted that man power management in the sector of accounting was provided earlier as well and the total expenditure for the contractor who is now doing the work is much less than the amounts which are being quoted. According to him, it is therefore that the first respondent decided to cancel the NIT. He also makes a specific attribute against the petitioner by pleading that the Petitioner was not prepared to make any offer by taking upon himself the liabilities which would be due from an employer in terms of the different social welfare legislations, including provident fund etc.
4. The learned counsel for the Petitioner also points out that financial viability is not a matter reflected in the note-sheet in relation to the cancellation of the contract. Clause 13 of the NIT says that the Managing Director may reject an offer even without stating any reason. However, such a provision in the NIT of a public sector institution ought not to be used as a draconian weapon to strike off offers in the usual course.
5. On the whole we are satisfied that the first respondent has, for the time being, taken a decision in its economic interest and it would not be within the domain of this Court to hold that the first respondent has to award a contract on the on the basis of NIT already floated. However, we are also of the view that the plea of the Petitioner that repeated issuance of the NIT

cannot be treated as an exercise in good practice since it deprives the confidence of establishment in the public sector.

6. Therefore, while we do not find any ground to issue any specific writ, direction or order as sought by the petitioner, the first respondent will do requisite assessment in its managerial and financial matters before inviting such tenders. We say this, more particularly because the petitioner has pointed out that even as per the pleadings of the first respondent, the cancellation of NIT is only for the time being and such activity may again be generated hereafter.

7. The writ petition is dismissed.

Sd/-

(Thottathil B. Radhakrishnan)
Chief Justice

Sd/-

(Sharad Kumar Gupta)
Judge