

NAFR**HIGH COURT OF CHHATTISGARH, BILASPUR****Writ Petition (C) No. 2841 of 2016**

M/s Sai Construction (Partnership Firm) Head Office at Green Park Colony, Jarhabhata, Bilaspur through its Partner Atul Shukla, S/o Shri Sudama Prasad Shukla, aged about 44 years, R/o Green Park Colony, Jarhabhata, Police Station Civil Line, Tahsil and District- Bilaspur Chhattisgarh.

---- Petitioner**Versus**

1. Municipal Corporation through- Municipal Commissioner, Bilaspur, District- Bilaspur, Chhattisgarh.
2. The Municipal Commissioner, Municipal Corporation, Bilaspur, District- Bilaspur, Chhattisgarh.

---- Respondents

For Petitioner	:	Shri Kishore Bhaduri and Shir Rahul Jha, Advocates
For Respondents	:	Shri A. S. Kachhawaha, Advocate

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

Order on Board**Per Thottathil B. Radhakrishnan, Chief Justice****18/04/2017**

We have heard the learned counsel for the petitioner and the learned counsel for Municipal Corporation, Bilaspur.

2. The petitioner herein M/s Sai Construction is a contractor which has different works with statutory bodies including the Municipal Corporation, Bilaspur. In this writ petition, we are concerned only with a contract awarded for the purpose of laying Imlipara road in Ward No.17 of Bilaspur. The contract stands terminated by the Corporation. The contractor has been forbidden from participating in any contract by making offers for a period of six months. That period has lapsed. There was no interlocutory order in this

case in favour of the writ petitioner contractor. Therefore, the first question that may arise is as to whether the decision of the Municipal Corporation demonstrates blacklisting. On instructions, the learned counsel for Municipal Corporation submits that the petitioner has not been blacklisted on any ground referable to the Imlipara road construction. That being so, the question would be only whether the Municipal Corporation was justified in excluding the petitioner from making offers in response to invitation for offers during the period for which the contractor was excluded from participating. The effect of such exclusion is a commercial matter. Therefore, if at all, there is any legal right which the petitioner could enforce or any remedy which it could seek on the basis of any legal right, that has to be worked out in appropriate jurisdiction. All that we need to record herein now is that the termination of Imlipara contract and the consequence of the exclusion from bidding for six months do not, by itself, amount to blacklisting of the petitioner in relation to contracts. Writ petition is ordered accordingly leaving open all other remedies including any right to sue that the petitioner may have or any right to sue that may accrue in favour of the petitioner in relation to different contracts. It is also clarified that all questions relating to finalization of measurements and quantification of bill amounts, either in the positive or negative, are left open for due consideration by the competent Authority.

Sd/-
(Thottathil B. Radhakrishnan)
CHIEF JUSTICE

Sd/-
(P. Sam Koshy)
JUDGE