

THE HON'BLE SRI JUSTICE A. RAMALINGESWARA RAO

WRIT PETITION No.15022 of 2017

ORDER:

Heard learned counsel for the petitioner and learned counsel for the respondents.

The petitioner has been maintaining a general stores under the name and style of "M/s.A.S. Traders" in the premises of Girls Hostel in Rajiv Gandhi University of Knowledge and Technologies under the contract issued by the 1st respondent.

The petitioner set up the store pursuant to a tender notification, dated 18-07-2015 leasing out the space for running the general stores. The letter of intent was issued on 27-08-2015 and an agreement was executed for a period of one year with the annual rent for Rs.4,82,000/-. Though the contract period expired on 10-09-2016 it is the case of the petitioner that it was orally extended by the 1st respondent.

The petitioner also paid rent for the extended period by cheque, dated 14-12-2016. However, when a fresh tender notice was issued on 07-11-2016, the petitioner participated in the same.

Now, it is stated that since the highest tenderer did not fulfill the terms and conditions, the petitioner being the 2nd highest tenderer, a letter of intent was issued on 31-01-2017 subject to the following terms and conditions:

“You are requested to submit your acceptance along with the following within 7 days:

- 1. Furnish an amount of Rs.4,68,000/- (Rupees Four Lakh and Sixty Eight Thousand only) (i.e. six months rent) towards performance security Deposit in the form of DD in favour of “The Director, RGUKT, Basar” payable at Basar.*
- 2. First month rent of Rs.78,000/- in the form of DD in favour of “The Director, RGUKT, Basar”.*
- 3. You have to enter into an agreement with RGUKT on a Non-Judicial stamp paper of Rs.100/- within 7 days from the date of receipt of this letter.”*

Though the petitioner states that he complied with the said terms and conditions, the stand of the respondents is that since he did not fulfill the terms and conditions the 3rd highest bidder was offered a letter of intent on 20-02-2017 and work order was issued on 20-03-2017.

Before issuing work order to the 3rd highest tenderer a letter was issued to the petitioner on 13-03-2017 asking the petitioner to clear all the dues and vacate the premises by 19-03-2017 in order to enable the new contractor to take over the shop on 20-03-2017.

Challenging the said letter, the petitioner filed the present writ petition and this Court by order, dated 26-04-2017 while posting the case to 02-06-2017 directing the respondents to carry on the business by the petitioner in the leased premises. The said order was extended on 07-06-2017 and thereafter a petition to vacate the said order was filed on 21-06-2017 stating that a work order was issued in favour of the 3rd highest tenderer. Though this Court was not satisfied with the procedure adopted by the respondents in awarding the contracts to the successful bidders in succession without any tender conditions but by the date of filing the present writ petition a work order was already issued to the 3rd party, no relief can be granted to the petitioner in the present writ petition. The writ petition has become infructuous by the date of filing the writ petition. It is for the parties to work out their remedies in appropriate proceedings.

In the circumstances, the writ petition is dismissed. There shall be no order as to costs.

The Miscellaneous Petitions, if any, pending in this Writ Petition shall stand closed.

A. RAMALINGESWARA RAO, J

August 22, 2017

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