

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

CWP No. 1916 of 2016(O&M)

Date of decision : August 22, 2017

Ravinder Kumar Pabbi

..... **Petitioner**

Versus

Union of India and others

..... **Respondents**

CORAM:

HON'BLE MR. JUSTICE RAKESH KUMAR JAIN

Present:-

Mr. Puneet Sharma, Advocate
for the petitioner.
Mr. Karamjit Singh, Advocate
for the respondents.

RAKESH KUMAR JAIN, J (oral)

This petition is filed for seeking a direction to refund the earnest money of Rs.5,11,700/-, deposited by the petitioner at the time of auction of various parking areas at Ludhiana, Jalandhar Cantt, Amritsar and Jalandhar City at the respective Railway Stations.

After notice the respondents have filed the reply, in which it is averred that there were four contracts. Three contracts were not awarded to the petitioner and the earnest money of the three contracts amounting to Rs.1,97,000/- Rs. 2,13,800/- and Rs. 56,900/- were refunded on 22.2.2016, 3.5.2016 and 3.5.2016 respectively.

So far as the earnest money of the fourth contract is concerned, it is alleged that the contract was for a period of three months but the petitioner did not execute the contract, therefore, the amount has been forfeited.

Counsel for the petitioner has submitted that he was under a bonafide belief that the contract was for a period of three

months which was mentioned in quotation notice Annexure R-1.

Counsel for the petitioner has also submitted that the amount, already refunded, has to be refunded along with interest accrued on his earnest money, as per the instructions of the Railways and has to be returned immediately.

In this regard, counsel for the respondents has submitted that the earnest money could not be refunded earlier due to administrative exigencies.

Be that as it may, the fact remains that the petitioner has already been refunded the principal amount of three contracts and insofar as the fourth contract is concerned, the argument of the counsel for the petitioner cannot be accepted that he was under the belief that the contract was for a period of three years because it is very much mentioned in the quotation notice that the period of work was three months.

In view of the facts and circumstances of the case, I do not agree with the contention raised by the counsel for the petitioner in respect of the fourth contract. The amount of earnest money has rightly been forfeited. Insofar as the interest part is concerned, the petitioner may if so advised, file a representation to the respondents, which shall be considered by the respondents in accordance with law and decide within a period of one month, from the date of receipt of certified copy of this order.

The writ petition is dismissed.

(RAKESH KUMAR JAIN)
JUDGE

August 22, 2017
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Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No