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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment pronounced on : 9th August, 2017.

+ W.P.(C) 3487/2016

M/S SAI NATH CARGO Petitioner
Through Mr. Ashish Mohan and Mr. Mohit
Kumar, Advs.

Versus

UNION OF INDIA AND ORS Respondents
Through Mr. Jagjit Singh, Sr. Standing
Counsel with Mr. Preet Singh and
Mr. Dig Vijay Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE A. K. CHAWLA

09.08.2017

A.K. CHAWLA, J. (ORAL)

By the petition, the petitioner seeks Writ of Mandamus directing the respondents to allow the petitioner to operate 4 tonnes parcel leasing space in R-1 compartment of train no. 12616 Ex. NDLS to MAS in terms of e-tender conditions.

2. Short factual conspectus giving rise to the filing of the instant petition is that the respondents had issued a tender for leasing out spaces in compartments of various trains, originating from various stations like New Delhi Railway Station (NDLS), Sarai Rohila, Hazrat Nizamuddin and so on, and, for the purpose, issued advertisement in the leading newspapers. The advertisement appearing in the newspapers referred for the loading in the leased

spaces for train no.12616 Ex. Sarai Rohilla – Chennai Central at serial no. 14, as appearing in Annexure-A1 to the counter affidavit of the respondents. Petitioner however, participated and gave its bid as per the **e-tender** for loading Ex. NDLS and not Delhi Sarai Rohila. It is the case of the petitioner that when the offer came to be given by the respondents for loading of the spaces in R-1 Compartment of train no.12616, the respondents offered Ex. Delhi Sarai Rohila instead of NDLS. It being not acceptable, the petitioner filed the petition in hand.

3. During the course of hearing, it is conceded to by Mr. Singh, ld. counsel for the respondents that e-tender prescribes Ex. NDLS and not Delhi Sarai Rohila. On the face of it, therefore, when petitioner participated on such specific offer in the e-tender, the petitioner cannot be faulted with. Mr. Singh on his part however, strenuously submits that there has been an error somewhere at the time of e-tendering inasmuch as, factually, the petitioner was to offer the lease space Ex. Delhi Sarai Rohila and not NDLS. Be that as it may, for that, the petitioner cannot be held responsible.

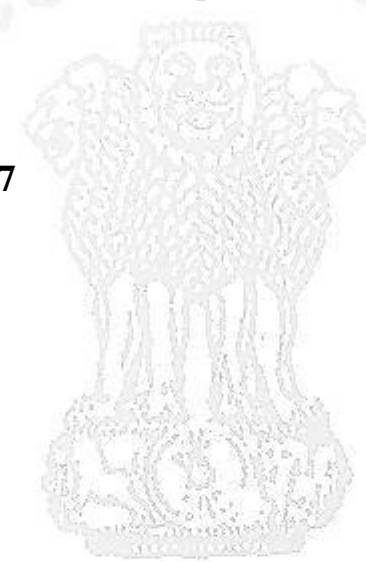
4. During the course of hearing, ld. counsel for the petitioner fairly concedes that there are some operational difficulties of the respondents Ex. NDLS and in view of the petitioner's long association with the respondents, the petitioner would not press the petition for the directions Ex. NDLS and would be satisfied, if, the security deposit made by the petitioner, is refunded, as per norms.

The gesture on behalf of the petitioner is well appreciated and the respondents may take note thereof, for future.

5. Keeping in view the totality of the facts and circumstances and the prayer restricted on behalf of the petitioner for the refund of the security against the subject tender, it is directed that the security deposit made by the petitioner under the subject tender be refunded within four weeks from today, as per norms. The petition and the pending application(s) stand disposed off accordingly.

AUGUST 09, 2017
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A. K. CHAWLA, J



सत्यमेव जयते