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

+ **W.P.(C) 10827/2017**

M/S SANMATI BUILDERS Petitioner
Through: **Mr M. S. Ahluwalia, Advocate.**

versus

UNION OF INDIA & ORS Respondents
Through: **Mr Jagjit Singh and Mr Preet Singh,**
Advocates.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER
% **14.12.2017**

CM No. 44385/2017

1. Allowed, subject to all just exceptions.

W.P.(C) 10827/2017 & CM No.44384/2017

2. At the outset, learned counsel for the respondents submitted that there is an Alternative Dispute Resolution Agreement between the parties (arbitration clause) therefore, the present petition is not maintainable. The principal grievance of the petitioner relates to withholding its earnest money deposit submitted in the form of fixed deposit receipt no.256981 dated 25.10.2016 for a sum of ₹2,40,000/-. The petitioner had submitted the aforesaid EMD along with its bid pursuant to the notice inviting tender issued on 22.09.2016.

3. Admittedly, the petitioner's bid was accepted by a letter dated

25.01.2017. It is the petitioner's case that along with the said letter, the petitioner had also received another letter dated 01.02.2017, which materially altered the bid submitted by the petitioner and, therefore, the acceptance of the petitioner's bid was not unconditional and did not result in a concluded contract.

4. Mr Singh, the learned counsel for the respondents has countered the aforesaid submission. He contends that the contract was concluded with the respondents accepting the petitioner's bid by its letter dated 25.01.2017 and the parties are bound by the arbitration clause.

5. In view of the above stand, Mr Alhuwalia, learned counsel for the petitioner seeks to withdraw the present petition with liberty to invoke the alternative Dispute Resolution mechanism.

6. The petition and the pending application are dismissed as withdrawn with the aforesaid liberty.

VIBHU BAKHRU, J

DECEMBER 14, 2017

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