

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.23612 of 2013

=====

The Ensol Energy Pvt. Ltd. through the Director Shree Uday Mohan Jha, S/o Late B.D. Jha, Plot No. 17, Phase - II, Gurukul Industrial Estate, Dayal Nagar Road, Mathura Road, Faridabad, P.S. - Faridabad, Haryana

... .. Petitioner

Versus

1. The State of Bihar
2. The Principal Secretary, Department of Sugar Cane, Government of Bihar, Patna
3. The Managing Director, the Bihar State Sugar Corporation Ltd., Bihar, Patna
4. The Cane Commissioner, Department of Sugar Cane Industry Government of Bihar, Patna

... .. Respondents

=====

Appearance :

For the Petitioner	:	Mr. Binit Kumar, Advocate
For the Respondents	:	Mr. Sunil Kr. Mandal, SC 3
		Mrs. Neelam Kumari, AC to SC 3
		Mr. Bipin Kumar, AC to SC 3

=====

CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN
ORAL JUDGMENT

Date : 06-12-2018

I. A. No. 2663 of 2015

This interlocutory application has been filed for amendment of the prayer in the writ petition by adding the prayer as follows –

“To quash the letter dated 31.01.2013 issued under signature of the Deputy Secretary, Department of Sugar Cane Industry Government of Bihar whereby and whereunder the Respondent State decided to forfeit the Bank Guarantee Amount as Rs. 10,00,000.00 (Rupees Ten lakh) of the petitioner company thus asked the bank concerned to hand over the Demand Draft to the special messenger having authorized to the concerned subject.”



2. Having regard to the nature of the prayer, the interlocutory application is allowed and the same shall be treated as forming part of the writ petition.

CWJC No. 23612 of 2013

3. The main writ petition has been filed for a direction to the respondents to consider the proposal of the petitioner company as contained in representation dated 24.09.2013.

4. Learned counsel for the petitioner submits that it had filed a representation dated 24.09.2013 (Annexure-3) for relaxation of certain conditions of depositing the bid amount pursuant to the letter of intent dated 05.11.2012 (Annexure-1) issued in favour of the petitioner for renovation of Lohat Sugar Unit. It is submitted that such representation however, remained pending and instead, the respondents have arbitrarily proceeded to invoke the bank guarantee of Rs. 10,00,000/- which had been furnished by the petitioner, in terms of the impugned letter dated 31.01.2013.

5. Learned counsel for the respondents, on the other hand, submits that the letter of intent had been issued to the petitioner consequent upon willingness expressed by it in its letter dated 29.10.2012 (Annexure-B to the counter affidavit) wherein it was stated that 50% of the bid price would be deposited within one month from the date of handing over of the letter of intent.

6. Having heard leaned counsel for the parties, this Court is not inclined to interfere in the matter. The transaction



between the parties is of purely a contractual nature and does not involve public law element which may impel this Court to exercise its extraordinary writ jurisdiction. It further appears that the petitioner has not approached the concerned authority for redressal of its grievance relating to invocation of the bank guarantee. Needless to say, the petitioner is always at liberty to approach the respondents for redressal of its grievances in that behalf.

7. The writ petition stands dismissed.

(Vikash Jain, J)

BT/Chandran

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	13.12.2018
Transmission Date	N.A.

