

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.23404 of 2013

=====

M/S A2Z Maintenance and Engineering Services Ltd. through its Legal Executive Mr. Ankur Gupta having its Registered Office At 0-116, First Floor, Shopping Mall, DLF City, Phase - 1, Gurgaon - 122002 (Haryana)

... .. Petitioner

Versus

1. The State Of Bihar through Energy Secretary, Energy Department, 8-Daroga Rai Path, Patna - 800001
2. Chairman Cum Managing Director, Bihar State Power Holding Company Ltd., 1st Floor, Vidyut Bhawan, Bailey Road, Patna - 800001
3. Managing Director, North Bihar Power Distribution Company Ltd. Vidyut Bhawan, Bailey Road, Patna - 800001
4. Chief Engineer, ADB Cell, North Bihar Power Distribution Company Ltd., Vidyut Bhawan, Bailey Road, Patna - 800001

... .. Respondents

=====

Appearance :

For the Petitioner : Mr. Anurag Saurav, Advocate
For the Respondents : Mr. Tripurari Nath Ambastha, AC to SC 26

=====

CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date : 06-12-2018

The present writ petition has been filed for the following reliefs –

“(i) For quashing of the Memo Bearing Memo No. 960/ADB Dated: 11.09.2013 issued by Chief Engineer, ADB Cell, North Bihar Power Distribution Corporation Ltd. i.e. Respondent No. 4 and Resolution No. 14-10, Dated: 05.09.2013 and Order No. BSPHCL/CS/2013-14/076/3218 Dated: 07.09.2013, Whereby and Where under it has been intimated to the Petitioner by the Respondent No. 4 that the Board of Director of BSPHCL vide its resolution no. 14-10 dated: 05.09.2013 and its Order No. BSPHCL/CS/2013-2014/076/3218 Dated: 07.09.2013 decided to debarred the Petitioner from participating in any future tender of BSPHCL and its four subsidiary companies for next Two years from the date of Board of Director meeting i.e. 05.09.2013 to 04.09.2015 and if any Bid submitted by the



Petitioner in the forthcoming tenders during this period will not be considered by BSPHCL and its four companies and it has been further directed that in case of any future reporting of default, sluggishness, malpractices etc. of petitioner's work, action for blacklisting of the firm may also be considered.

(ii) For issuance of writ in the nature of mandamus directing the respondent authorities to act as per the terms of the Contract Agreement in future, entered in between both of the parties, as both the parties are abide by the specification and the terms of the contract Agreement and none of the parties can be deviate from the same and the Respondent Authorities had themselves breached the contract by way of repeated defaults on its part and tried to shift the onus of blame on the Petitioner and Respondents Authorities arbitrarily debarred the Petitioner for two years from further participation in tender with utter disregard to the Terms of the Contract Agreement (GCC) and contrary to the procedure prescribed under the contract.

(iii) For issuance of any other relief or reliefs."

2. Learned counsel for the petitioner submits that the writ petition has become infructuous by efflux of time and hence, it need not be pressed.

3. The writ petition stands dismissed.

BT/Chandran

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

(Vikash Jain, J)

