

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.12038 of 2017

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Sankhipt Technology Solutions Pvt. Ltd., having its registered office at Ram Nagri Sector-III, Ashiana Nagar, Patna through its Director Nutan Kumari Sinha, Wife of Shivendra Kumar Sinha, Resident of Mohalla- Ram Nagari, Sector-3, Ashiana Nagar, Patna.

..... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Education Department, Govt. of Bihar.
2. The Principal Secretary, Education Department, Govt. of Bihar, Patna.
3. The Additional Commissioner cum Secretary, Education Department, Govt. of Bihar, Patna.
4. The Additional Secretary, Education Department, Govt. of Bihar, Patna.
5. The Director, Higher Education, Education Department, Vikash Bhawan, Bailey Road, Patna.
6. The Deputy Director, Higher Education, Education Department, Vikash Bhawan, Bailey Road, Patna.
7. The Bihar State Educational Infrastructure Development Corporation Ltd. (BSEIDC) through its Managing Director, Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur, Patna.
8. The Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur, Patna.
9. The State Bank of India, through its Chairman.
10. The State Bank of India, Patna Main Branch, through its Chief Manager, West Gandhi Maidan, Patna.
11. The Chief Manager, State Bank of India, Patna Main Branch, West Gandhi Maidan, Patna.

..... Respondent/s

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Appearance :

For the Petitioner/s :	Mr. Ravi Kumar, Adv
For the State :	Mr. Amit Bhushan, AC to GP 17
For the Resp.1,7 and 8 :	Mr. Girish Kumar, Adv
For the SBI : `	Mr. Kaushalendra Kumar Sinha, -Adv

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 09-07-2018



The present writ petition has been filed for quashing the letter no. 15/391 dated 09.03.2017 issued by the Education Department by which the respondent authority has revoked and confiscated the Bank Guarantee No. 0015216BG0000002 dated 07.10.2016 furnished by the petitioner for an amount of Rs. 50.00 lakhs issued by the SBI, Patna Main Branch, pursuant to allotment of work order for the third party verification of the Bihar Student Credit Card Scheme.

2. At the very outset this Court takes note of the findings in the impugned letter no. 15/391 dated 09.03.2017 as follows –

“In the aforesaid facts and circumstances and the explanation given by you about submitting the said fake Bank Guarantee was not found satisfactory, rather admitted by you in so many words that fake Bank Guarantee issued and submitted on behalf of your said organization (company) in favour of the Director, Higher Education. Hence, we have no option except to cancel the letter issued vide letter No. 15/M1-57/2016 (Ansh) 1464 dated 26.09.2016 by which work order has been issued in favour of said company as well as consequential order/orders issued in your favour with immediate effect. Also your company is found unfit or ineligible for this tender (N.I.T. No. 12/2016-17 by BSEIDC) and is debarred from participating in any future tender/tenders of the Education Department, Government of Bihar and further for your said act of forgery and delay in provision of service the Education Department suffered a lot and delayed the very purpose of the said scheme, therefore,



your Bank Guarantee No. 0015216BG0000002 amounting to Rs. 50,00,000/- (fifty lakh) and No. 022216INPER0052 amounting to Rs. 80,00,000/- (eighty lakhs only) are hereby forfeited."

3. Learned counsel for the petitioner submits that the fake Bank Guarantee furnished by the petitioner was the result of fraud played by the third party financial firm based at Kolkata and the petitioner was itself duped into the transaction. In any event, it is submitted that the Bank Guarantee for Rs. 50.00 lakhs was a genuine one and could not have been invoked as the same was a conditional Bank Guarantee, depending upon failure of computer hardware to perform as per the contract and also failure of standard terms of the contract. In the present case, admittedly neither condition is fulfilled the Bank Guarantee could not have been encashed as arbitrarily done by the authorities.

4. Learned counsel for the respondents appears and has been heard.

5. Having regard to the nature of the grievance of the petitioner and the materials on record, this Court is of the view that the issues involve seriously disputed questions of fact, which this Court is not inclined to enter into in its extra ordinarily writ jurisdiction. The petitioner has adequate remedy before other



fora for redressal of its grievances which the petitioner will be at liberty to avail in accordance with law.

6. The writ petition stands dismissed.

(Vikash Jain, J)

Chandran

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	14.07.2018
Transmission Date	NA

