

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.23415 of 2018

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M/s Rudranee Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its registered office at A-9 Industrial Co-operative Society MIDC Area, Railway Station, Aurangabad 431005 through its duly authorized representative, Mr. Nityanand Shankarrao Deshpande, s/o late Shankarrao Deshpande, r/o R 43, T-62 Sai Park, Renuka, N-7, CIDCO, Aurangabad, Dist-Aurangabad, Maharashtra-431001

... .. Petitioner/s

Versus

1. The State Of Bihar through the Principal Secretary, Energy Department, Bihar, Patna
2. Bihar State Power (Holding) company ltd, Patna through its Chairman-cum-Managing Director
3. Chairman-cum-Managing Director, Bihar State Power (Holding) Company Ltd. Patna
4. North Bihar Power Distribution company ltd Patna through its General manager
5. Managing Director, North Bihar Power Distribution company Ltd. Patna
6. Chief Engineer, Project-II, North Bihar Power Distribution company Ltd. Patna
7. General Manager, Corporate Banking Branch, Axis Bank Ltd. 1st floor 6-3-879/B, Greenlands, Begumpet road, Hyderabad-500016

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Abhinav Srivastava
For the Respondent/s : Mr.Abbas Haider- Sc6

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL JUDGMENT

Date : 21-12-2018

1. The short prayer of the petitioner, in the present writ petition, is that the petitioner had submitted his appeal in pursuance of NIT no. 04/PR/NBPDCL/2018 and NIT no. 06/PR/NBPDCL/2018 and had deposited the bid security amount to the tune of Rs. 2 crores, however being unsuccessful, the petitioner was entitled to refund of the said amount as per Clause 13.4 which reads as follows:-



13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the execution of agreement.

2. The learned counsel for the petitioner submits that despite lapse of about 09 months, the aforesaid amount of bid security has not been refunded but instead, the same has been encashed. Thus, the submission of the learned counsel for the petitioner is that since the petitioner has not participated in the bid, the amount should be refunded to him.

3. *Per contra*, the learned counsel for the respondents submits that the petitioner is not entitled to refund of the security amount, however he may represent before the appropriate authority and the appropriate authority will definitely take a decision in that regard.

4. Having regard to the facts and circumstances of the case, the petitioner is relegated to the remedy of filing a representation before the respondent no. 5 and in case, the petitioner files an appropriate claim within a period of six weeks from today, the respondent no. 5 shall consider the same as per the provisions of the agreement and pass a reasoned and speaking order in accordance with law within a period of twelve weeks thereafter.



5. The present writ petition stands disposed of on the aforesaid terms. It is needless to state that this Court has not expressed any opinion on the merits of the case

(Mohit Kumar Shah, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	15.01.2019
Transmission Date	NA

