

NAFR

HIGH COURT OF CHHATTISGARH, BILASPURWPC No. 545 of 2018

Ms Mathura Prasad & Sons Through Partner Shri Sachin Gupta
Aged About 54 , S/o Late Shri Gurudeo Gupta C/o Maharaja
Communication 01 Dr. Katju Road Badi Station Allahabad U P.

---- Petitioner

Versus

Guru Ghasidas Vishwavidyalaya Koni, Bilaspur Through Its
Registrar Ratanpur Road Koni Bilaspur Chhattisgarh.

---- Respondent

For Petitioner	:	Shri Ashutosh Shukla, Advocate
For Respondent	:	Shri Shashank Thakur, Advocate

Hon'ble Shri Thottathil B. Radhakrishnan, Chief JusticeHon'ble Shri Sharad Kumar Gupta, JudgeOrder on BoardPer Thottathil B. Radhakrishnan, Chief Justice03/05/2018

1. The respondent-University invited Expression of Interest-cum-Tender for catering to support the students, teachers and staff of that University. There were two bidders who succeeded the technical bid. Upon opening the financial bid, the petitioner was found to have quoted the highest i.e. Rs. 35,200/-. The University then took the stand that it has not fixed up the minimum benchmark. This situation led to the institution of this writ petition.
2. On 13/03/2018, this Court minuted the following order :-

"The respondent invited expression of interest-cum-tender for catering to support the students, teachers and staff

of the respondent-University. The competition was on the basis of the rental that would be paid by the competitors for the premises that would be made available by the University. The technical conditions and other required details were provided. After evaluating the technical bid, it was found that two parties, including the petitioner had succeeded at that stage. Their financial bids were opened in the presence of both parties.

The petitioner had quoted the highest Rs.35,200/-. It appears that, it then occurred to the University, as if out of blue, that the payables as rent is much below of reasonable benchmark. The University took the stand that while fixing the rules of the competition, it had not fixed a minimum benchmark, as to the rent payable.

The learned counsel for the respondent-University, very persuasively submits that this was either an oversight or a mistake.

We are dealing with a contract of granting a license or lease for a premises to be occupied by a contract for a particular period, to extend catering services. Fixing of minimum benchmark of payables ought to be necessarily being done before inviting tenders by a University which is a statutory body and a public institution dealing with public. That's the bare minimum, expected from a public authority. If a Committee is constituted and if it is christened as a "Technical Committee," it does not become a "Technical Committee" in the true sense though it may have very many techniques to continue as a Committee. We refrain from making any criticism on that issue, but would indicate that we would not rest assured that this is a pure case of default.

We, however, would not now characterize this as a case of breach of duties or negligence by the Committee and by those who had manned that Committee. We would consider those aspects further, if it becomes necessary. We say so because to our query the learned counsel for the respondent-University submitted that the minimum benchmark has been fixed at Rs.50,000/- per month as the rent or occupation charges on review of rates.

It is the undisputed case that there was nobody else to

offer even the amount of Rs.35,200/-, which has offered by the petitioner. Therefore, instead of setting aside the entire process, we think that ends of justice would be secured and respondent-University's best interest would be served, if the contract is finalized at the amount of Rs.50,000/- per month as occupation charges or rent as is now suggested by the University's Technical Committee.

The learned counsel for the respondent-University will obtain instructions in this regard from the University and makes further submissions."

3. While the University was to respond to the aforesaid, it appears that the rival offer or who had quoted lesser than the petitioner had also stale claim before the University to provide the facility for Rs.50,000/-. This is not an acceptable proposition. He had failed in competition. There is no question of him being included in the field of further consideration of contract.
4. Having regard to what is stated in the order quoted above, we are of the view that the best interest of the University will be served if the contract is finalized at the amount of Rs. 50,000/- per month as occupation charges or rent as now suggested by the University's Technical Committee instead of Rs.35,200/- as offered by the petitioner. The petitioner, through his learned counsel agrees to this. Hence on consent of the petitioner, the University is directed to give effect to this term by concluding the contract for the consideration of Rs.50,000/- per month as occupation charges or rent.
5. Writ petition is ordered accordingly.

Sd/-

(Thottathil B. Radhakrishnan)
Chief Justice

Sd/-

(Sharad Kumar Gupta)
Judge