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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 1062 of 2018**

M/s. Singhania Enterprises, A partnership firm having its registered office at 'Manjusha', 15/480, Rajbhawan Road, Civil Lines, Raipur, District Raipur, Chhattisgarh, Through its partner Rohit Singhania, Aged about 40 years, R/o 'Manjusha' 15/480, Rajbhawan Road, Civil Lines, Raipur, District Raipur, Chhattisgarh..

---- Petitioner**Versus**

1. State of Chhattisgarh, Through Secretary, Department of Public Works, Mantralaya, Mahanadi Bhawan, Naya Raipur, District Raipur, Chhattisgarh.
2. Engineer-in-Chief, Public Works Department, Naya Raipur, District Raipur, Chhattisgarh.
3. Chief Engineer, Office of Engineer-in-Chief, Public Works Department, Naya Raipur, District Raipur, Chhattisgarh.
4. Executive Engineer, Tender Cell Incharge Office of Chief Engineer, Public Works Department, Naya Raipur, District Raipur, Chhattisgarh.

---- Respondents

For Petitioner	: Shri Ashish Surana, Advocate.
For Respondent/State	: Shri J.K.Gilda, Advocate General with Shri Prafull N Bharat, Additional Advocate General.

Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice
Hon'ble Shri Sharad Kumar Gupta, J.

Judgment on Board**Per Thottathil B. Radhakrishnan, Chief Justice****02/05/2018**

1. We have heard the learned counsel for the Petitioner and the learned Advocate General.

2. The Petitioner submitted its tender in response to a notice inviting tender floated by the State for construction of transit hostel building and staff quarters for a particular purpose in village Nawagaon, Naya Raipur. The terms of Annexure P/2, detailed notice inviting tender required, among other things, in clause 3.2.1 thereof, that the amount of earnest money shall be accepted only in the shape of bank drafts or any other interest bearing shapes mentioned in the W.D. Manual Para 2.079 in favour of the Executive Engineer of the concerned division (emphasis supplied). Such banking document was to be submitted manually alongwith the requisite materials and affidavit.
3. The Petitioner obtained a Fixed Deposit from its Banker and the said Banker issued confirmation of deposit which is Annexure P/3. It is a printout document which shows that a particular amount is deposited in the particular account number of the Petitioner. After the said printout document was taken, it is presented with hand written entry therein as "EE PWD Division No. 1, Raipur-A/C" . Whether that writing in pen is by the Banker is itself not clear. We say so because that entry in manuscript is not initialed or signed. That entry does not bear any date. It is not within our requirement or domain now to decide whether it is an interpolation which was done by the Banker, or duly authorised by the Banker. Considering that document, the Respondents rejected the tender of the Petitioner at the technical qualification stage. This is under challenge.
4. The learned counsel for the Petitioner has made copious reference to different materials on record and communications by the Banker to the Government officials as well. Those materials tend to indicate that the Government officials had even made efforts to obtain requisite clarifications. But, the unfortunate fact of the matter remains that the

different communications in manuscript (Hindi) as well as typed written in English or through the e-mail conveyed different meanings as regards that deposit. One of those materials would tend to indicate that the deposit is in the name of the Petitioner; while another would indicate that it is a deposit in the name of the Petitioner, marked in favour of the Executive Engineer; yet another indicates that the deposit is in the Executive Engineer's name, referable to the account of the Petitioner. We are amused with the situation that we have noted. Banking sector is one of the crucial sectors of the Nation. Certainty is the necessary concomitant of credibility. Financial institution's credibility stands in performance which would reflect clarity and consistency in transactional details. We cannot, but observe that we have come across at least few cases by now where offers by tenderers have not crossed the pre-qualification bid or the technical bid stage merely on grounds referable to the banking documents. This may be a financially non-viable situation for the business enterprises like the Petitioner. But, of more importance is the fact that in the sector of banking which is regulated, controlled and operated through statutory provisions in India, such careless exercise have to be brought to 'nil' status or at least, 'minimum' status. Neglect, negligence etc. are not matters which can be tolerated in banking sector. Dealing with the disciplinary matters in banking sector, the superior Courts have time and again laid down the requirement for every banking servant to be alert to the fact that they are dealing with public funds as well. We say all this in the context of the fact that we have before us, the Petitioner who cannot, but be a mute victim of a situation which is not attributable to its conduct or omission.

5. However, on the basis of materials on record, we cannot find our way to hold that the rejection of the technical bid of the Petitioner calls for

inference in exercise of authority under Article 226 of the Constitution of India even though it is also the submission on behalf of the Petitioner that now the financial bid having also been opened, it could be seen that the Petitioner had quoted the lowest.

6. In the result, this writ petition fails and is hence dismissed.

Sd/-

(Thottathil B. Radhakrishnan)
CHIEF JUSTICE

Sd/-

(Sharad Kumar Gupta)
JUDGE