

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO.2897/2018

Jameel Ahmed Abdul Lateef ..vs.. Zilla Parishad, Amravati through its Chief
Executive Officer, Amravati and others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's Orders.

Court's or Judge's orders.

Mr. S. D. Chande, Advocate for petitioner.
Mr. S. D. Chopde, Advocate for respondent nos. 1 and 2.
Mr. D. S. Khushlani, Advocate for respondent nos. 3 to 6.

CORAM : B. P. DHARMADHIKARI AND

Z. A. HAQ, JJ.

DATED : JUNE 20, 2018

1. Heard Mr. S. D. Chande, Advocate for petitioner,
Mr. S. D. Chopde, Advocate for respondent nos. 1 and 2 and
Mr. D. S. Khushlani, Advocate for respondent nos. 3 to 6.
Perused the papers.

2. It is apparent that the work order was not given
to petitioner and as such there was no concluded contract
between the parties.

Respondent nos.3 to 6 participated in very same
tender process and work order has been issued to them.

It is the case of discarding offer of petitioner and
accepting bid of respondent nos. 3 to 6.

3. Mr. Chande, Advocate for petitioner has however attempted to urge that contract order has been given to respondent nos.3 to 6 in back date.

We keep the said contention open.

4. In present facts, as the bid amount quoted by petitioner was more than 10% below the estimated costs that is petitioner's quote was minus 11.12%, he was under obligation to give additional performance guarantee. Petitioner's claim is that he has discharged his obligation, while according to respondent nos. 1 and 2, there is failure on the part of petitioner.

5. Respondent nos.1 and 2 claim Additional Performance Guarantee calculated with reference to the amount put to tender i.e.Rs.15,96,560/- (Chosen as an illustration). Other respondents who are similarly put have given additional performance guarantee with relation to the amount put to tender as mentioned in column-4 of the bid.

6. Petitioner, however, has given additional performance guarantee with reference to the estimated rate of Rs.14,12,423/-.

7. Petitioner submits that balance amount of Rs.1,67,130/- represents GST and royalty charges. additional performance guarantee is not required to be calculated with relation to these factors. Again, material on

record is insufficient to reach to any conclusion in this respect. We, therefore, leave this contention also open.

8. This Court has issued notices in the matter on 15.05.2018 and granted interim relief. This interim order has been vacated on 25.05.2018 after noticing that work orders were issued and there was substantial progress in the work.

However, respondent nos. 3 to 6 before this Court urge that the work is almost over.

9. In that situation, as some disputed questions arise in the petition, with liberty to petitioner to take steps as are available to him in law, we refrain ourselves from interfering in writ jurisdiction as there are no apparent mala fides.

The writ petition is dismissed. No order as to costs.

JUDGE

JUDGE