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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 12233/2018**

RELIANCE INFRASTRUCTURE LTD.

..... Petitioner

Through: Mr Tanmaya Mehta and Mr Aditya
Panda, Advocates.

versus

RAIL VIKAS NIGAM LIMITED

..... Respondent

Through: Mr Udit Seth, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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16.11.2018

CM No. 47393/2018

1. Exemption is allowed, subject to all just exceptions.
2. The application stands disposed of.

?W.P.(C) 12233/2018 and CM No. 47394/2018

3. The petitioner has filed the present petition, *inter alia*, praying as under:-

- a. issue writ of certiorari or any other appropriate writ/directions/order directing the Respondent to strike off the name of the Petitioner from the defaulter's list i.e. "Disqualification of Bidders / Consultants on account of banning of business dealing, declaring poor performer, termination of contract and imposition of LD of 5% or more in RVNL", present on their website;
- b. issue appropriate directions to the Respondent to allow the Petitioner to participate in bids organized by Respondent in the future;
- c. issue a writ of certiorari or any other appropriate

writ/direction/order to the respondent to quash the letter of termination dated 02.06.2018;”

4. The petitioner is, essentially, aggrieved by the list published on the respondent’s website, which according to the petitioner indicates that the petitioner is banned from business dealings with the respondent (hereafter ‘RVNL’).

5. The learned counsel appearing for RVNL has drawn the attention of this Court to the print out taken from the RVNL’s website, which indicates that the said website contains four lists (Lists A to D). The petitioner’s name features in the fourth list – “D”) list of contractors/consultants whose contract has been terminated by RVNL (updated upto 04.06.2018)”. Indisputably, the contract awarded to the petitioner has been terminated by RVNL and, therefore, RVNL cannot be faulted for placing the petitioner’s name in the list of contractors with whom its contract has been terminated.

6. The petitioner is also aggrieved by the letter dated 01.10.2018 sent by RVNL whereby the petitioner’s request for treating the termination of the contract as annulment of the contract in question and deletion of the name of the petitioner from the disqualification list on its website, has been rejected. The said letter also indicates that the petitioner’s request for being permitted to participate in the upcoming bids has not been acceded to.

7. The learned counsel appearing for RVNL states that the petitioner would have to qualify the eligibility conditions as set out in the terms and conditions pertaining to the upcoming bids/tenders. He reiterates that the petitioner has not been blacklisted. But there may be conditions in the

upcoming bids which render a contractor with whom the contract has been terminated, ineligible to participate in those bids.

8. In view of the above clarification, no further orders are required to be passed in this petition. Clearly, if the petitioner is aggrieved by any tender condition, it would be open for the petitioner to assail the same, if otherwise grounds are available to do so.

9. Insofar as the petitioner's prayer regarding quashing of letter of termination is concerned, the learned counsel appearing for the petitioner does not press this prayer with liberty to raise the same in an appropriate proceeding.

10. The petition and the application are, accordingly, disposed of with the aforesaid observations.

VIBHU BAKHRU, J

NOVEMBER 16, 2018
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