

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1052 of 2019

Chandan Kumar, Gender-Male, S/O Kamta Prasad, Aged About 43 Years,
R/O 82, Road No.6, Shiv Mandir, Indrapuri, Patna.

... .. Petitioner/s

Versus

1.Union Of India through Principal Secretary, Ministry of Petroleum and
Natural Gas, Managing Director, Bharat Petroleum and Natural Gas,
Managing Director, Bharat Petroleum Corporation Limited.
2.Director, Bharat Petroleum Corporation Limited.
3.Executive Director, Bharat Petroleum Corporation Limited.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Parth Gaurav, Adv. Mr. Anshu Raj Singh, Adv.
For the U.O.I	:	Mr. Priya Gupta, J.C to ASG.
For BPCL	:	Mr. Sanjay Singh, Adv.

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

24 15-01-2019 Heard learned counsel for the petitioner and learned
counsel representing the Bharat Petroleum Corporation Limited
(respondent nos. 2 and 3).

This writ application has been preferred to quash the
Tender Reference No. 1000321386 floated online by respondent
nos. 2 and 3 on 21.12.2018 with respect to Integrated Services
Management for Transit Flats and Holiday Homes in Eastern
Regions.

The tender has been challegned by the petitioner on
the solitary ground that the respondent nos. 2 and 3 would not
have taken a different policy decision in the matter of issuance
of tender for the Eastern Region alone. It is submitted that from



perusal of Annexure '2' to the writ application it would appear that with respect to the Western Zone, the respondents have come out with tender title : Care Taking Services at Nagpur, Nashik, Indore, Jabalpur and Vadodara Transit Flats whereas, for Easter Zone, the tender title is "Integrated Services Management (ISM) for Transit Flats and Holiday Homes in Eastern Regions". It is the submission of the learned counsel for the petitioner that by combining the tender as contained in Annexure '1' now the small/petty contractors would not be in a position to participate in the tender as the small and medium level contractors would not be in a position to fulfill the eligibility conditions. It is, thus, submitted that the policy of the Petroleum Corporation to come out with a tender on integrated basis is discriminatory and the same should be quashed.

On the other hand, Mr. Sanjay Singh, learned counsel representing the Petroleum Corporation submits that the Corporation may have different policies for the different regions based on its own study and requirements of a particular region. It is submitted that only because for the Eastern Region the Petroleum Corporation has come out with a tender on integrated basis, no fault may be found with the same and per-se it is not discriminatory, hence, no interference is required.



Learned counsel further submits that so far as the terms and conditions of tender are concerned, those are exclusively within the domain of the employer and unless the petitioner shows that any condition contained in the tender document has been introduced in order to confer a benefit to a particular party, this Court would not interfere with the same under Article 226 of the Constitution of India as the judicial review of such issues are to be undertaken within a limited scope.

Having heard learned counsel for the parties and on perusal of the records, this Court finds that the petitioner has challenged the tender (Annexure 1) only on the ground that in other regions, the Petroleum Company has come out with tender for care taking services only, whereas, for the Eastern Region, the tender has been published on integrated basis. Learned counsel for the petitioner could not show any of the terms and conditions from the tender documents which may be said to be discriminatory or has been introduced with an intention to confer benefit to a particular party. At this stage, therefore, this Court does not find any reason to interfere with the terms and conditions and the nature of the tender published by the Petroleum Company.



This writ application is thus dismissed but with a clear stipulation that in case, in future the petitioner would have any material to show that any of the conditions in the tender document was introduced with an intention to confer benefit to any particular party and the same has transpired in ultimate result, he will have liberty to agitate this issue on the basis of materials available with the petitioner.

(Rajeev Ranjan Prasad, J)

R.R.Ojha/Ved.

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