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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 2221 of 2019**

- Smt. Veena Gupta W/o Shri Vijay Kumar Gupta Aged About 50 Years Through Power of Attorney Holder, Rahul Kumar Gupta, S/o Shri Vijay Kumar Gupta, R/o Opposite Kalibadi Police Petrol Pump, Gurudattamal Colony, Nehru Nagar, Raipur, District Raipur, Chhattisgarh.

---- Petitioner**Versus**

1. State of Chhattisgarh Through Secretary, Public Works Department, Mantralaya, Mahanadi Bhawan, Atal Nagar, Raipur, District Raipur, Chhattisgarh.
2. Chief Engineer, Public Works Department, Sirpur Bhawan, Raipur, District Raipur, Chhattisgarh.
3. Superintendent Engineer Public Works Department, Raipur Division No. 1, Raipur, District Raipur, Chhattisgarh.
4. Executive Engineer, Public Works Department, Vidhan Sabha Sambhag, Raipur, District Raipur, Chhattisgarh.
5. Sub Divisional Officer, Public Works Department, Up - Sambhag No. 2, Raipur, District Raipur, Chhattisgarh.

---- Respondents

For Petitioner	:	Shri C. Jayant K. Rao, Advocate.
For Respondent/State	:	Shri Gagan Tiwari, Deputy Government Advocate.

Hon'ble Shri P. R. Ramachandra Menon, Chief Justice**Hon'ble Shri Justice Parth Prateem Sahu, Judge****Order on Board****Per P. R. Ramachandra Menon, Chief Justice****11.07.2019**

1. Termination of contract awarded to the Petitioner pursuant to the tender floated by the Respondent way back on 29.07.2017 and the subsequent course of events leading to the invitation of fresh tender on 05.02.2019, are subjected to

challenge, besides challenging the further order issued by the higher authorities, granting only 'limited time' to the Petitioner to complete the work in question.

2. Heard Shri C.Jayant K. Rao, the learned counsel appearing for the Petitioner as well as Shri Gagan Tiwari, the learned counsel representing the State.
3. The sequence of events reveals that a notice inviting tender was issued for the construction of 1st Floor of the new pharmacy building in the Ayurvedic College Campus, Raipur by the Respondent authorities on 29.07.2017. The Petitioner participated in the bid and came out successful, pursuant to which the work was awarded to him on 31.08.2017. As per terms of the contract, the work had to be completed within six months, but due to various reasons, it could not be completed and the same was sought to be extended. The Departmental authority virtually extended the time for completion of the contract and the Petitioner was taking earnest efforts to have the same completed. However, all of a sudden, the Respondent No. 4 directed the 5th Respondent on 25.10.2018 to terminate the agreement of the Petitioner in terms of clause 3 of the agreement and termination was effected on the very same day.
4. On being aggrieved by the termination of the contract, the matter was taken up by the Petitioner in appeal. After considering the grievance projected by the Petitioner, the Appellate Authority, as per order dated 01.05.2019 revoked the order, caused the agreement to be revived and the Petitioner was granted 30 days' time to complete the work which is in fact, was to come to an end by 31.05.2019.
5. In the meanwhile, pursuant to the termination of the contract as ordered on 25.10.2018, a re-tender notification was issued on 05.02.2019, but because of the subsequent developments reviving the contract and granting 30 days' time as per the order dated 01.05.2019 passed by the appellate authority, the re-

tender notice issued on 05.02.2019 was kept in abeyance. The grievance of the Petitioner is that the limited extent of time granted as per the order dated 01.05.2019 is totally inadequate in all respects and the further proceedings by way of the instructions given by the Executive Engineer / Respondent No. 4 as per the letter dated 01.06.2019 for causing the work to be terminated is not correct or sustainable and hence the challenge.

6. When the matter came up for consideration before this Court on the last occasion, instructions were called for as to the facts and figures as on date.
7. The learned counsel representing the State submits that there was total lapse and inadequacy in all respects on part of the Petitioner. In spite of the leniency shown, no effort was taken to complete the work. It was because of the lapse on the part of the Petitioner, that the contract was terminated as per the order dated 25.10.2018. But considering the various aspects involved, though a re-tender notification issued on 05.02.2019, the Appellate Authority found it fit and proper to grant one more chance to the Petitioner and it was accordingly, that the agreement was caused to be revived as per order dated 01.05.2019, granting him 30 days' more time to complete the work. Despite the indulgence shown by the authorities concerned, absolutely no step was taken by the Petitioner in any manner and no work was done during the extended period of 30 days, virtually making the situation as it was prevailing earlier at the time of termination of the work on 25.10.2018. As there was no other alternative and since the order passed by the appellate authority was to come into effect on expiry of 30 days on 31.05.2019, the matter was considered further, pursuant to the re-tender notification issued on 05.02.2019. The bid submitted by the participants in the said re-tender process were considered and the remaining work has been awarded to the successful bidder on 01.07.2019. In the said circumstances, the course pursued by the Respondents cannot be termed as illegal or improper in any manner, submits the learned counsel for the State.

8. After hearing both the sides, we are of the view that this is not a fit case where interference is to be called for, invoking the discretionary jurisdiction of this Court vested under Article 226 of the Constitution of India.
9. The writ petition fails. It is dismissed accordingly, however, without prejudice to the rights and liberties to the parties to pursue other appropriate proceedings in accordance with law, if there is any grievance.

Sd/-

(P. R. Ramachandra Menon)
Chief Justice

Sd/-

(Parth Prateem Sahu)
Judge