

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

WRIT PETITION NO. 4209/2019.

Swapnil Ganesh Mate

-VERSUS-

Chief Officer, Nagar Parishad, Kanhan, Nagpur and another.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders

Shri S.P. Bhandarkar, Advocate for the Petitioner.

**CORAM : R.K. DESHPANDE &
VINAY JOSHI, JJ.**

DATE : JUNE 18, 2019.

Heard.

2. Three bids submitted by the petitioner in response to the notice of tender, were considered. The offer of petitioner was below the upset price. Other tenderers were held not qualified and the financial bid opened was only that of the petitioner.

3. The contention of Shri Bhandarkar, learned Counsel for the petitioner is that it is the Chief Officer who is the ultimate Authority to accept or

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reject the tender. He has invited our attention to the decision of the Tender Committee consisting of Chief Officer, taken on 05.03.2019, giving proposal to open the financial bid of the petitioner contained in the envelope No.2. The proposal was placed in the meeting of the Standing Committee, which considered it and found that the offer given by the petitioner in respect of all the three works was below the upset price. However, in order to get competitive price, the Standing Committee decided re-tendering of the works. This is the subject matter of this petition.

4. Learned counsel for the petitioner has relied upon the decision of the Hon'ble Supreme Court in case of Union of India and others .vrs. Dinesh Engineering Corporation and another [(2001) 8 SCC 491], to urge that the action of arbitrary rejection of offer can always be interfered by the Court in writ jurisdiction, being violative of Article 14 of the Constitution of India.

5. There cannot be any quarrel about the proposition laid down by the Hon'ble Supreme Court

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in the cited decision. What we find in the present case is that except the petitioner all other bidders were found to be not qualified for opening the financial bid. Only the petitioner remained in the field and the price offered by him was below the upset price. There is no acceptance of the offer of the petitioner, either by the Tender Committee on 05.03.2019 or by the Standing Committee. The Tender Committee has merely recommended the proposal to open the offer of the petitioner in envelope No.2.

6. At any rate, the acceptance, if any, was not communicated to the petitioner. The contract was not concluded and therefore, the petitioner has no right to work order. We do not find any legal enforceable right in favour of the petitioner. Writ Petition is thus, dismissed. No costs.

JUDGE**JUDGE**

Rgd.