IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP-7471-2019

Date of Decision: 18.3.2019

Pushpa Rani Pabbi

...Petitioner

Versus

Punjab Mandi Board, SAS Nagar and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL.
HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL.

PRESENT: Mr. K.S. Dadwal, Advocate for the petitioner.

Mr. S.S. Rangi, Advocate for respondents No.1 to 4.

AJAY KUMAR MITTAL, J.

1. In this writ petition filed under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a writ of mandamus directing the respondents to either adjust the amount of GST paid inadvertently over and above the auction money qua the outstanding installments which are to be paid in furtherance to the contract (Annexure P-5) or to refund the amount along with interest.

2. A tender notice (Annexure P-1) was issued by respondent No.5 for parking contract from 1.4.2018 to 31.3.2019. The reserve price of the said tender was ₹ 2,70,00,000/- and the petitioner had submitted her tender for ₹ 2,72,97,000/-. The said tender was allotted in favour of the petitioner and an agreement dated 26.3.2018 (Annexure P-2) was executed between the petitioner and respondent No.3. After having completed all the formalities, the tender was allotted to the petitioner vide letter dated 26.3.2018 (Annexure P-3) in New Subzi Mandi, Jalandhar City. Apart from the deposit of the said amount, performance security of ₹ 54,59,400/- was

granted as is clear from the guarantee bond dated 31.3.2018 (Annexure P-4). The petitioner had paid the GST on installments of the amount. The petitioner started depositing the installments from the date of commencement of the contract in April, 2018 and continuously paid the GST as is clear from the statement (Annexure P-5). In this way, the petitioner had paid an amount of ₹ 44,13,040/- in excess. The said amount was not a part of the contract. Accordingly, the petitioner sent a legal notice dated 31.12.2018 (Annexure P-6) to respondents No.2 and 3 either to refund the GST paid inadvertently or to adjust the same in remaining installments, but no response has been received till date. Hence, the present writ petition.

3. Learned counsel for the petitioner submitted that for the relief claimed in the writ petition, the petitioner has served a legal notice dated 31.12.2018 (Annexure P-6) upon respondents No.2 and 3, but no action has so far been taken thereon.

4. After hearing learned counsel for the parties, perusing the present petition and without expressing any opinion on the merits of the case, we dispose of the present petition by directing respondent No.2 to take a decision on the legal notice dated 31.12.2018 (Annexure P-6), in accordance with law by passing a speaking order and after affording an opportunity of hearing to the petitioner within a period of one month from the date of receipt of the certified copy of the order.

(AJAY KUMAR MITTAL)
JUDGE

March 18, 2019
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(MANJARI NEHRU KAUL)
JUDGE

Whether Speaking/Reasoned **Yes/No**
Whether Reportable **Yes/No**