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

Date of Decision: 21.10.2019

+ W.P.(C) 11230/2019

DEZHOU SHENGLI PIPELINE CROSSING ENGINEERING

..... Petitioner

Through: Mr. Sudhanshu Batra, Sr. Adv.  
with Mr. Raman Gandhi,  
Mr. Aditya Mishra & Ms.  
Akansha Jain, Advs.

versus

INDIAN OIL CORPORATION LIMITED & ANR

..... Respondents

Through: Mr. Rahul Narayan, Ms. Mala  
Narayan, Mr. Shashwat Goel &  
Mr. Digvijay, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE G.S. SISTANI**

**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**

## **J U D G M E N T**

**G.S.SISTANI, J. (ORAL)**

**CM APPL. No. 46210/2019 (exemption)**

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

**W.P.(C) 11230/2019 & CM APPL. No. 46209/2019 (stay)**

1. The petitioner has challenged an E-tender issued on 24.09.2019 from Rajkot in respect of sites in the State of Maharashtra, for work, which the petitioner contends, already stands awarded to the petitioner through a contract duly executed between the parties (hereinafter referred to as the 'earlier tender').
2. Mr. Sudhanshu Batra, learned senior counsel for the petitioner submits that earlier tender was invited for execution of works in the State of Gujarat and Maharashtra to lay oil pipelines below river beds. A letter of acceptance was issued by respondent No. 1 to the petitioner on 15.06.2018. The works were to be executed at 15 sites, 8 of which are situate in the State of Gujarat and 7 sites are situate in the State of Maharashtra.
3. It is the case of the petitioner that it has completed almost the entire work in the State of Gujarat, except at two sites where 50% and 80% of the work stands completed. However for the sites in the State of Maharashtra, respondent No. 1 has yet not been able to release work fronts/Right of Way for 5 sites and work fronts for only one site has been released recently on 10.10.2019.
4. The fear that the work would be re-awarded for sites which are subject matter of the earlier tender has led to the filing of the present writ petition.

5. Additionally, Mr. Batra contends that neither any show cause notice for cancellation has never been issued to the petitioner nor any cancellation order has been made.

6. Learned counsel for the respondents, who enters appearance on advance copy, refutes the submissions made by learned senior counsel for the petitioner but admits, on instructions, that the contract of the petitioner has neither been determined nor any show cause notice has been issued. However, counsel for the respondents submits that this tender has been issued in anticipation, should the petitioner not complete his work within the time allowed and to obviate any delay in awarding a contract to have any remaining work completed at the earliest. He submits that a second contract shall not be awarded till the due process is followed ; and in case the earlier contract with the petitioner is to be determined, a show cause notice will be given and an appropriate order will be passed.

7. In view of the stand taken by learned counsel for the respondents, as prayed, the present writ petition is disposed of, binding the respondents to the stand taken by them in court.

**G.S.SISTANI, J.**

**ANUP JAIRAM BHAMBHANI, J.**

**OCTOBER 21, 2019/uj**