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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of order: February 15, 2019

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W.P.(C) 1296/2019, C.M. Appl. No. 5874-5875/2019

DARSHAN CHADHA PROP. OF
M/S CHADHA SPORTS (REGD.)

..... Petitioner

Through: Mr. Mahendra Singh, Mr. Karmvir
Singh, Advocates

versus

GOVT. OF NCT OF DELHI AND ANR.

..... Respondent

Through: Sh. Ramesh Singh, Standing
Counsel, GNCTD with Ms. Nikita
Goyal, Advocates.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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15.02.2019

S. RAVINDRA BHAT, J. (ORAL)

1. Relying upon the order made by this court on 23.01.2019 in W.P.(C) No. 737/2019, which had stayed the effect of the order made by Sports Authority of India (through Letter dated 27.08.2018) debarring it on account of failure to rectify the defects in connection with another contract, the petitioner contends that its bid for laying of synthetic hockey surface with other miscellaneous works for development of Sports facilities at Government Girls Senior Secondary School, Jhilmil Colony, ought to have been considered. The petitioner was one of the competitors and had furnished its bid. In the meanwhile, on 27.08.2018, in the course of performance of

ongoing contract, Sports Authority of India, issued a notice/order of debarment. This was later confirmed on 26.11.2018. Since the petitioner's bid /NIT was to be considered, the Govt. of NCT of Delhi issued a letter on 29.10.2018 to the Sports Authority to ascertain the correct status with respect to the contract that was in controversy. Upon confirming from the Sports Authority that the issue of debarment was in force, the Govt. of NCT of Delhi rejected the bid of the petitioner as non-compliant – primarily on the ground of debarment order. The rejection was made known to the petitioner on 29.11.2018 when its financial bid was not proceeded with. The Govt. of NCT of Delhi, which is represented in the court today, states that the contract was in fact awarded to a third party on 14.12.2018 (when the letter of intent was issued) and the contract was formally executed by the parties on 21.12.2018.

2. The petitioner contents that the rejection of its bid entirely based on the debarment order is arbitrary and that the Govt. of NCT of Delhi should have proceeded to evaluate it on the merits both on the technical and the financial aspects. The petitioner relies upon the decision of the Supreme Court to say that the Sports Authority's order is unenforceable and void since it was not given any hearing or show cause notice.

3. This court is of the opinion that the petitioner had at the stage of the bid rejection, accepted that position (as on 29.11.2018 and further on 14.12.2018 – when the LOI was formally issued). In fact, the petitioner requested and was granted the refund of its security deposit as is evident from its communication to the respondent –

Govt. of NCT of Delhi on 01.12.2018. The entire basis of the petitioner's claim in these proceedings is that the debarment order was suspended but that event occurred subsequently, i.e. 23.01.2019 after the petitioner had accepted the bid rejection and even sought refund of its end. In these circumstances, this court is satisfied that the present case is not one where judicial review can be properly granted.

4. The writ petition is accordingly dismissed.

S. RAVINDRA BHAT, J

PRATEEK JALAN, J

FEBRUARY 15, 2019

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