

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18619 of 2021

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M/s Anondita Healthcare, a proprietorship firm having its office at D-001, Sector - 80 NOIDA 201305 P.S. Noida, Phase - II, Uttar Pradesh through its authorized signatory Himanshu Arora, male, aged about 30 years, s/o Shri Deepak Arora, r/o 40, 3rd Floor, Old Geeta Colony, Gandhi Nagar, East Delhi P.S. Geeta Colony, New Delhi.

... .. Petitioner/s

Versus

1. The State of Bihar through Chief Secretary Government of Bihar, Patna.
2. Bihar Medical Services and Infrastructure Corporation Ltd through its Managing Director 4th Floor, State Building Construction Corp. Ltd. Hospital Road, Shastri Nagar Patna 800023.
3. Managing Director Bihar Medical Services and Infrastructure Corporation Ltd 4th Floor, State Building Construction Corp. Ltd. Hospital Road, Shastri Nagar Patna 800023.
4. General Manager (Procurement) Bihar Medical Services and Infrastructure Corporation Ltd 4th floor, State Building Construction Corp. Ltd. Hospital Road, Shastri Nagar Patna 800023.
5. The Secretary, Health Department, Government of Bihar, Patna.
6. The Secretary, Finance Department, Government of Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Patanjali Rishi, Advocate
For the Respondent/s	:	Mr. Ravi Kumar, AC to GP 13 with Mr. Vikash Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA
and
HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

Date : 18-11-2021

Heard learned counsel for the parties.



Admittedly, there is Clause 30 in the bid document forming part of the agreement which provides for resolution of disputes. The said Clause reads as under:

“30. Resolution of Disputes

“a) Dispute or difference of any kind shall if arise between the Tender inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the Tender Document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as per the provision applicable for arbitration procedure under the Bihar Public Works Contracts Disputes Arbitration Tribunal Act 2008.

b) In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Principal Secretary Health, Government of Bihar but if Managing Director/Principal Secretary is same then Dept. of Health will decide the arbitration.

c) Venue of Arbitration: The venue of arbitration shall be Patna, Bihar, India.”

On due consideration of the matter, we feel that the petitioner needs to exhaust his remedy as provided in Clause 30 above. The petitioner is agreeable to this proposal and submits that he may be allowed to withdraw the petition with liberty to avail the said remedy. He, however, submits that he is facing difficulty



as he is not able to participate in any of the bid due to the blacklisting order. We, thus, direct that in case there is a provision for any interim direction, petitioner shall be at liberty to move an appropriate application, which the Tribunal shall decide forthwith.

The petition stands disposed off.

(Rajan Gupta, J)

(Mohit Kumar Shah, J)

P. Kumar

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

