

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 5122 of 2021**

Sadik Khan S/o Abdul Sattar Aged About 28 Years R/o Mahanadi
Construction, Nawapara, Rajim, District Raipur Chhattisgarh

---- Petitioner**Versus**

1. National Thermal Power Corporation Limited (NTPC) Through Secretary, NTPC, Delhi
2. MSTC Limited Through Secretary, Calcutta W. B.
3. MSTC Limited Through Secretary, Raipur Chhattisgarh
4. National Thermal Power Corporation Limited (NTPC) Through Managing Director, Sipat Bilaspur Chhattisgarh

----Respondents

For Petitioner	:	Mr. Shubham Tripathi, Advocate
For Respondents No. 1 & 4	:	Mr. Rohit Sharma, Advocate

Hon'ble Mr. Justice P. Sam Koshy
Order on Board

14/12/2021

1. The petitioner in the present writ petition has sought for the following relief:

“10.1) That, the Hon'ble Court may kindly be pleased to allow the petition an directed the respondents to return back the difference amount to the petitioner which they have already get from the petitioner or directed the respondent to hand over the boly sitter, side panel right and left and excel to the petitioner in which relates to lot No. 1 & lot No. 3 of the auction notice.”

2. It appears that the petitioner is aggrieved of the less quantity scrap material that he got than that was projected by way of an estimated quantity in the e-Auction Notice. According to the petitioner, the dispute arose on account of the notice showing that the scrap wagons

put for auction would be with wheel, whereas the scrap was purchased by the petitioner did not consist of the wheels part.

3. All said and done, what is necessary to be taken note of is the e-Auction Notice which was published and in which the petitioner had participated. Clause-3 of the said notice is reproduced hereinunder for proper understanding of the matter:

“3. The material offered for sale must be inspected prior to due date of e-Auction. For inspection & other related matters, bidders may contact Mr. K.D. Sharma, Asst. Manager (Stores) on phone No. 07752-277561, Mob-9425823812 and Mr. J.P. Singh (Sr Manager) -9425275334, 07752-277565 at NTPC Sipat on any working day.”

4. Likewise, Clause 7.1 also deals with an eventuality is the quantity of scrap lifted by the bidder being more or less than the estimated quantity, which again for ready reference is reproduced hereinunder:

“7.1 The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the allotted quantity (+/- 20%) by the MSTC/seller. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count.”

5. Coupled with the aforesaid clauses to the notice, the notice also had an arbitration clause for settlement of dispute under Clause 23 with specific written mechanism for resolution of dispute between the parties.
6. Given the aforesaid facts and circumstances of the case, particularly the conditions attached to the e-Auction Notice, this Court finds it difficult to exercise its writ jurisdiction in the given factual matrix and to entertain the writ petition for the relief that the petitioner has sought

for.

7. The writ petition accordingly stands disposed of reserving the right of the petitioner to avail appropriate remedies permissible under the dispute redressal mechanism provided in the agreement clause of e-Auction Notice.
8. With the aforesaid observations, the present writ petition stands disposed of.

Sd/-
(P. Sam Koshy)
Judge

Ved