



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.10.2021

CORAM :

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.37389 OF 2016

AND

W.M.P.NO.32038 OF 2016

M.Musthafa

... Petitioner

Vs.

1. The General Manager,
Southern Railway,
Chennai - 600 003.
2. The Senior Divisional Commercial Manager,
Chennai Division, Southern Railway,
Chennai - 600 003.
3. The Deputy Chief Divisional Commercial Manager,
Passenger Services-II, Southern Railway,
Head quarters office, Commercial Branch,
Catering Section,
Chennai - 600 003.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus to call for the records in Order No. C.86/PC/16353-54/KCG-NCJ-KCG Express/2015 dated 06.09.2016 issued by the 3rd respondent, termination of license, forfeiting the earnest money and debarring from participating in the bidding process for similar future License / Contract of Railway for a period of one (1) Year and quash the same and to consider the representation sent to the 3rd respondent on 14.10.2016 by E-mail and Fax.

For Petitioner : Mr.Christopher K.Vincent

For Respondents : Mr.P.T.Ramkumar
Standing Counsel



O R D E R

(Through Video Conferencing)

WEB COPY

The order impugned, dated 06.09.2016, cancelling the letter of acceptance, awarding contract for catering service and forfeiting the Earnest Money as per the tender conditions, is under challenge in the present writ petition.

2.The petitioner participated in the tender process for management of catering services. The petitioner was successful in the tender, however, he failed to deposit the Licence Fee and Security Deposit within the time prescribed. The letter of acceptance was cancelled as per the tender conditions. The Earnest Money Deposit was also forfeited and the petitioner was debarred from participating in the bidding process for similar future Licence/Contract of Railway for a period of one year as per the tender conditions. Regarding the order debarring the petitioner from participating in the bidding process for one year, the period expired in the year 2017 itself.

3.The learned counsel for the respondents states that the contract was awarded in favour of the other person during the relevant point of time. Regarding the refund of Earnest Money deposited, in a similar circumstance, the High Court of Kerala passed an order in W.P.(C).No.29492 of 2016 and the said writ petition was filed by the same petitioner and the Court held that the petitioner has the remedy to invoke the Arbitration Clause as per the Special Conditions of Contract-II provided by the respondents.

4.Therefore, the petitioner is at liberty to invoke the Arbitration Clause, if he is advised to do so. As far as the order debarring the petitioner is concerned, the period expired. With reference to the other reliefs, the cause does not exist.

Accordingly, the writ petition stands disposed of. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-
Assistant Registrar(CS-VII)

// True Copy //

Sub Assistant Registrar

mkn



To

1. The General Manager,
Southern Railway,
Chennai - 600 003.
2. The Senior Divisional Commercial Manager,
Chennai Division, Southern Railway,
Chennai - 600 003.
3. The Deputy Chief Divisional Commercial Manager,
Passenger Services-II, Southern Railway,
Head quarters office, Commercial Branch,
Catering Section,
Chennai - 600 003.

+1cc to Mr.P.T.Ramkumar, Advocate, S.R.No.51154

W.P.No.37389 of 2016

GPL(CO)
RLP(26/10/2021)