

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.22701 of 2019

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M/s Maa Mundeshwari Cycle Udyog Pvt. Ltd. having its office at Urmila Villa, Surya Mandir Road, Shahpur, Aurangabad and having its Principal Place of business at Plot No. M-2 (Part), Industrial Area, Aurangabad, through on of its Director Shyam Kishore Prasad, Aged about 64 Years, Male, Son of Late Dev Nandan Prasad, Resident of Urmila Villa, Surya Mandir Road, Shahpur, Aurangabad, P.S. Sadar Aurangabad, District- Aurangabad.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Industries, Government of Bihar, Patna.
2. The Chairman, Bihar State Khadi and Village Industries Board, having its office at Road No. 22-A, S.K. Nagar, Patna.
3. The Chief Executive Officer, Bihar State Khadi and Village Industries Board, having its office at Road No. 22-A, S.K. Nagar, Patna.
4. Sri B.N. Prasad, the Chief Executive Officer, Bihar State Khadi and Village Industries Board, having its office at Road No. 22-A, S.K. Nagar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Ms.Priya Gupta, Advocate
For the Respondent/s	:	Mr.Yogendra Pd. Sinha (AAG 7)
For the Khadi and Village Industries Board	:	Dr.Anand Kumar, Advocate
		Mr. Rajan Prakash, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

2 13-12-2022 Petitioner has prayed for following relief (s) : -

“i. For issuance of appropriate writ for quashing the Tender Notice for supply of 3000 nos. of 8 Spindles New Model Charkhas issued by the Respondent, Bihar State Khadi Village Industries Board, Patna in which the last date for receiving the Bid was fixed on 28.08.2019 and 28.08.2019 for opening the Bid, as being wholly arbitrary and illegal;



ii. For a direction to the Respondents to take the supply of the balance quantity of Charkha as per the Agreement dt. 13.10.2017 of the Respondent with the Petitioner;

iii. For issuance of appropriate writ/direction upon the respondents, directing them for payment of an amount of Rs.12,95,600/- being the amount of 82 units of 8 Spindle Modern Charkha supplied in pursuant to a contract agreement executed between the parties for supply of 2000 units of the said modern charkha vide agreement dated 13.10.2017;

iv. For issuance of a direction upon the respondents, directing them to issue supply order for supply of 338 units of 8 Spindle Modern Charkha which is lying in the premises of the petitioner despite of issuance of inspection report dated 12.07.2019 observing the units to be as per the specification stated in the contract agreement;

v. For any other relief(s) for which the petitioner may be found entitled to in the facts and circumstances of the present case.”

Learned counsel for the petitioner does not press the present petition, reserving liberty to invoke Clause-16 of the conditions of contract, which are part of the agreement dated 13.07.2017 (Annexure-4, page-58).

Prayer allowed.

The petition is disposed of as not pressed, with the liberty aforesaid.

Liberty reserved to the petitioner to take recourse to such other remedies as are otherwise available in accordance with law.

It stands clarified that all issues of fact and law are



left open to be agitated before the competent authority.

Since the petitioner has been pursuing the petition before this Court, the issue of limitation shall not be allowed to come in the way of computing the period of limitation.

Interlocutory application(s), if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

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