

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
(Appellate Side)

MAT 431 of 2022
With
CAN 1 of 2022

Reserved on: 11.08.2022
Pronounced on: 13.09.2022

Pratima Xerox Center

...Appellant

-Vs-

District Magistrate, Purba Medinipur and Others

...Respondents

Present:-

Mr. Subir Sanyal,
Mr. Sounak Bhattacharya,
Mr. Sumitava Chakraborty,
Mr. Bijoy Bag,
Mr. Sounak Mandal, Advocates

... for the appellant

Mr. Samrat Sen,
Mr. Nilotpal Chatterjee,
Mr. Debasish Ghosh, Advocates

...for the State

Mr. Srijib Chakraborty,
Mr. Aditya Mondal, Advocates

... for the respondent no. 6

Coram: THE HON'BLE JUSTICE PRAKASH SHRIVASTAVA,
CHIEF JUSTICE
THE HON'BLE JUSTICE RAJARSHI BHARADWAJ,
JUDGE

Prakash Shrivastava, CJ:

1. This intra-court appeal is at the instance of the writ petitioner challenging the order of the learned Single Judge dated 9th of March, 2022 whereby WPA 2660 of 2022 has been dismissed.

2. The appellant had filed the writ petition challenging the Notice Inviting Tender (NIT) dated 17th of January, 2022 with the plea that the appellant was performing the work in terms of the earlier work order dated 28th of February, 2014 and that the fresh tender was

published without complying with the requisite rules governing the tender process.

3. Learned Single Judge, after due examination of the matter, has reached to the conclusion that the appellant had knowledge of the NIT which was duly published and that there was no such violation and has accordingly dismissed the petition.

4. Submission of learned counsel for the appellant is that the 7 days' notice as required by the Financial Rules was not given and the tender being of a value of more than Rs. 1 lakhs, was not published as per rules and the appellant's earlier work order does not contain any time limit and it has not been cancelled.

5. As against this, learned counsel for the respondents has supported the impugned order.

6. Having heard the learned counsel for the parties and on perusal of the record, it is noticed that the tender was floated for xeroxing of copies of deeds and other papers, etc, at the District Registrar Office, Purba Medinipur, as the Office of the District Registrar, Purba Medinipur was shifted to New Administrative Building, Nimoturi, Purba Medinipur, on and from 24th of November, 2021. Therefore, the right claimed by the appellant to continue at a new place, on the basis of the earlier work order issued to him for another place cannot be sustained.

7. So far as the grievance raised by the petitioner relating to compliance of the Rules of the Finance Department is concerned, it has been pointed out by learned counsel for the State that the tender was a zero-value tender as no Government exchequer was involved because the amount of Xeroxing of the deed is required to be collected

by the Xerox vendor from the public. The Rules of the Finance Department permit purchase up to Rs. 10,000/- without any tender or quotation. That apart, learned Single Judge has already noted that the tender notice was duly published in the Bengali newspaper ‘Sambad Pratidin’. The record further reflects that though the appellant had come to know about the NIT prior to the last date of submission of bid but he had not submitted any bid. So far as the grievance raised by the appellant that no clear 7 days notice was given, the record reflects that the respondent no. 4 had issued tender notice on 17th of January, 2022 and the closing date of submission of bid was 10th of February, 2022 and the said notice was duly circulated at public offices like District Magistrate’s Office, Old District Magistrate’s Office, Court Notice Board, Jail Notice Board as also the Office of the respondent no. 4. In the aforesaid background, learned Single Judge has rightly disbelieved the contention of the appellant, who is working for a good part of the day in the Office of the District Registrar, that he did not know or did not have access to the notice board thereat. The record further reflects that the respondent no. 6 has already been found to be the successful bidder and after opening the bid on 10th of February, 2022, the contract has been awarded to the respondent no. 6 who has taken charge of the Xerox centre in the District Registrar’s Office and continuing with the job in terms of the contract awarded to him. It is the settled position of law that the Court should exercise restraint while exercising their power of judicial review in contractual and commercial matters and that the Court must realize their limitation and the havoc which needless interference in commercial matter can cause and that the Court must give ‘fair play in

the joints' to the Government and public sector undertakings in the matter of contract and that the Court does not sit like a Court of Appeal over the appropriate authority and the Courts' interference should be minimal. [Sillpi Constructions Contractors vs. Union of India reported in (2020) 16 SCC 489]

8. In view of the above factual and legal position, we find no error in the order of the learned Single Judge and no case for interference is made out.

9. The appeal is accordingly dismissed.

(PRAKASH SHRIVASTAVA)
CHIEF JUSTICE

(RAJARSHI BHARADWAJ)
JUDGE

Kolkata
13.09.2022

PA(RB)

(A.F.R./N.A.F.R.)