

MAT No. 588 of 2021
With
CAN 1 of 2021

Sri Bikash Kumar Dash

Vs.

The Life Insurance Corporation of India & Ors.

Mr. Prantick Ghosh, Advocate

... for the appellant

Ms. Tanushree Das Gupta, Advocate

...for the LIC

This appeal is at the instance of the writ petitioner challenging the order of the learned Single Judge dated 14.06.2021 whereby WPA 10508 of 2021 has been dismissed.

The appellant had filed the writ petition with the plea that the respondent, Life Insurance Corporation, had issued the advertisement on 22nd of January 2021 calling tenders of requirement of office premises on lease basis. The appellant and private respondent no. 5 had submitted the bid. The technical bid was open, thereafter, site visit was done but after the financial bid, the offer of the respondent no. 5 was accepted. Appellant had filed the writ petition with a prayer to cancel and set aside the letters of technical and financial bids in favour of the respondent no. 5.

Learned Single Judge has found that the process of tendering and assessment of bid was not questioned and the decision making process was not found to be

inappropriate. Hence, held that no ground for interference in the final decision was made out.

Submission of learned counsel for the appellant is that the building of the respondent no. 5 was not complete at the time of inspection, therefore, the respondent LIC could not have accepted its offer contrary to the conditions of bid. As against this, the counsel for the respondent LIC has submitted that the offer has been accepted strictly in accordance with the bid condition and that nothing survives in the matter on account of subsequent development and even the Earnest Money Deposit (EMD) amount has been refunded to the appellant.

We have heard the learned counsels for the parties and have perused the record.

The appellant, on the basis of certain photographs, is making an allegation that at the time of inspection, the construction in the premises of the respondent no. 5 was not complete but the learned Single Judge has duly considered it and has found that the Writ Court cannot countenance any photographs filed along with writ petition under normal circumstances. Apart from the disputed photographs no other authentic materials in respect of the allegation relating to incomplete construction has been placed on record. The affidavit in opposition filed by the respondent

LIC reveals that the rent offered by the respondent no. 5 was much lower than the rent offered by the appellant. That apart, under Clause 9 of the terms and conditions, the respondent corporation had the right to accept or reject any or all the tenders without assigning any reason thereof. Nothing has been pointed out by the learned counsel for the appellant to show that the decision making process was in any manner arbitrary or illegal.

Hence, we are of the opinion that the learned Single Judge has not committed any error in dismissing the writ petition. No ground for interference in this appeal is made out.

Appeal is, accordingly, dismissed.

(Prakash Shrivastava, C.J.)

(Rajarshi Bharadwaj, J.)