

11.07.2022
sayandeep
Sl. No. 17
Ct. No. 05

WPA 14865 of 2022

Pirganj Dhibar Samabay Samity Ltd. & Anr.
-Versus-
The State of West Bengal & Ors.

Mr. Sounak Bhattacharya
Ms. Tanusri Santra
Mr. Sounak Mandal

..... for the petitioners

Mr. Samrat Sen
Mr. Nilotpall Chatterjee
Ms. Manali Ali

....for the State

The petitioner prays for stay of tender issued by the DL&LRO, Malda for utilization of certain water bodies. The case of the petitioner is that the petitioner was apparently declared as a successful tenderer and paid the earnest money deposit but that the concerned respondent thereafter proceeded to issue a fresh tender on 24.06.2022.

Learned AAAG appearing for the State respondents submits that the authorities were compelled to take decision of issuing a fresh tender since the first three successful bidders did not put in their earnest money deposit. Counsel submits that the earnest money put in by the petitioner in any event be refunded. Counsel also relies on a decision on the limited scope of judicial review in tender matters.

Upon hearing learned counsel, admittedly, the petitioner has not been able to produce any document

to show that the petitioner was declared or was selected as a successful bidder in the earlier tender floated by the respondents on 27.10.2021. There is no document showing that the petitioner received any letter of acceptance or any other documents from the respondents in pursuance of the petitioner putting in the earnest money deposit. In *Maa Binda Express Carrier vs. North East Frontier Railway* reported in (2014)3 SCC 760; the Supreme Court explained the limited scope of judicial review in tender matters save and except where the authorities have acted arbitrarily or in a manner violating the rights under Article 14 of the Constitution of India. The Supreme Court further held that the bid given by an intending bidder could at best be recorded as an offer and nothing more.

In the present case, the petitioner has not challenged the impugned notice inviting tender on the ground of discrimination. The only ground is that the petitioner was declared as the successful tenderer as stated above, this has not been substantiated by any material on record.

In view of the above facts, the Court cannot hold in favor of the petitioner since the petitioner does not have any vested right under the impugned notice inviting tender. The petitioner, however, shall be permitted to participate in the new tender as provided the petitioner puts in his bid within 10:30 A.M.

tomorrow, i.e., 12th July 2022. The impugned document indicates in clause 6 that the bids were due to be opened today at 11 a.m. and the successful tenderer will be declared tomorrow, i.e., 12.07.2022. Since the petitioner has come before this Court, this Court thinks it fit to direct the concerned respondents to accept the petitioner's bid in the window directed and to defer declaring the successful tenderer till the petitioner puts in his bid. The petitioner's bid will naturally be considered by the respondents. If the petitioner fails to put in his bid by the time directed, the respondent authorities shall refund the earnest money put in by the petitioner within a week from date.

It is made clear that this order has been made on particular facts of this case.

WPA 14865 of 2022 is disposed of in terms of the above.

(Moushumi Bhattacharya, J.)