

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 8819 of 2007

M/s Joynarayan Grandson

.....

Petitioner

Mr. N. Patra, Advocate

Vs.

State of Orissa and another

.....

Opposite parties

Mr. A.K. Mishra, AGA

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE S.K. PANIGRAHI

ORDER

04.01.2022

Order No.

03.

This matter is taken up through hybrid mode.

2. None appears for the petitioner at the time of call.

3. Heard Mr. A.K. Mishra, learned Addl. Government Advocate.

4. The petitioner has filed this writ petition seeking to quash the letters dated 09.11.2005 and 27.02.2007 under Annexure-15 and Annexure-22 respectively, and to issue direction to opposite party no.2 to refund the security deposit of Rs.1,30,000/- to the petitioner within a stipulated time.

5. Mr. A.K. Mishra, learned Addl. Government Advocate referring to the counter affidavit contended that as per the terms of contract some materials have been accepted and some were rejected. It is contended that the petitioner did not supply the materials within the stipulated time and, as such, the same were sub-standard quality. Therefore, the security deposit which has been made by the petitioner has been forfeited.

6. In paragraphs-8 and 9 of the counter affidavit, it has been stated as follows:-

“8. That in reply to the averments made in paragraphs-3 and 4 of the writ petition, it is submitted that the opposite party no.2, i.e., Director, Printing, Sty. And Publication, Orissa, Cuttack had invited tender for supply of

Typewriting materials along with Typewriter Ribbon under Schedule-IV for the year 2003-04. M/s Jayanarayan Grandson, Cuttack was selected by the Department Level Purchase Committee for supply of Carbon papers and Typewriter Ribbon. Accordingly order was placed with the firm to supply 40,000 nos. of typewriter ribbon under schedule IV for the year 2003-04 vide supply order no.16 (Sty.) dated 22.01.2004 by dated 23.02.2004. As per said supply order, the firm had executed the agreement with S.D. Money of Rs.1,30,000/- in shape of D.B.D. (Double Benefit Deposit).

9. *That as regard the averment made in paragraph-5 to 9 of the writ petition, the deponent humbly state and submits that the firm could not supply the materials within the stipulated date, i.e., dated 23.02.2004 and requested for extension of delivery time up to dated 10.03.2004, but the firm was allowed extension up to dated 05.03.2004 vide this Directorate letter no.1399/PSP, dated 03.03.2004.*

The firm had supplied 20, 940 nos. of typewriter ribbon within the extended period i.e. in dated 05.03.2004 against the total quantity of 40,000 nos. of typewriter ribbon ordered out of which 11,240 nos. of typewriter ribbon were accepted by the Director, Printing, Sty. And Publication and the rest 9700 nos. of were rejected by the Director as the said 9700 units of supplied items were not matching with the approved sample and the materials were sub-standard in quality. Accordingly the firm was intimated to replace the rejected materials vide Directorate letter no.2018/PSP dated 29.03.2004 as early as possible.

xxx

xxx

xxx”

7. In view of the pleadings available on record, the relief sought by the petitioner cannot be granted. Accordingly, the writ petition stands dismissed.

(DR. B.R. SARANGI)
JUDGE

(S.K. PANIGRAHI)
JUDGE