

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 3499 of 2014

Surendra Pradhan

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Petitioner

Mr. S.S. Pradhan, Advocate

Vs.

***Chief Engineer, Rural
Works-II, Odisha & Anr.***

.....

Opposite parties

Mr. T. Pattnaik, ASC

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE S.K. PANIGRAHI

ORDER

12.01.2022

Order No.

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This matter is taken up through video conferencing mode.

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

3. Heard Mr. T. Pattnaik, learned Additional Standing Counsel for the State.

4. Perused the record. The petitioner has filed this writ petition seeking direction to the opposite parties to refund his E.M.D. and performance security deposited by him within a stipulated time.

5. Mr. T. Pattnaik, learned Additional Standing Counsel for the State contended the claim of the petitioner for refund of E.M.D. and performance security deposited by him for execution of work for

construction of Multipurpose Flood Shelter at Badamula vide Agreement no.578-F2/2012-13 is not permissible to the petitioner. Therefore, the writ petition filed at the instance of the petitioner should be dismissed.

6. Considering the contentions raised by learned Additional Standing Counsel for the State and after going through the records, it appears that the petitioner has not executed the work under Agreement no.578-F2/2012-13 despite several instructions, for which the initial security deposit and Additional Performance Security of the petitioner have been forfeited. The petitioner has also been requested vide letter dated 28.05.2013 to resume the work with a request to show cause why the agreement will not be rescinded. Instead he has submitted medical certificate in support of his illness, but did not assure the Department for resumption of the work since the work was of urgent in nature as the Flood shelter at Badamul could have been used to accommodate public at the time of flood. He was also issued a final notice to resume the work within 7 days of issuance of the letter dated 12.06.2013 and in spite of that, he did not resume any work and remained silent over the matter. Thereby, the agreement so

executed for the work has been rescinded as per clause 2(b) of the conditions of contract, which has been intimated to the petitioner vide letter dated 17.08.2013. After rescission of the agreement, fresh tender was invited and the work has been allotted to other bidder.

7. In view of such position, the claim of the petitioner cannot sustain in the eye of law. Accordingly, the writ petition merits no consideration and the same is dismissed.

8. As the restrictions due to resurgence of COVID-19 situation are continuing, learned counsel for the parties may utilize a print out of the order available in the High Court's website, at par with certified copy, subject to attestation by the concerned advocate, in the manner prescribed, vide Court's Notice No.4587 dated 25th March, 2020, as modified by Court's notice no. 4798 dated 15th April, 2021, and Court's Office Order circulated vide Memo Nos.514 and 515 dated 7th January, 2022.

Alok

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(**DR. B.R. SARANGI**)
JUDGE

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(**S.K. PANIGRAHI**)
JUDGE

