

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No.3176 of 2019

***OCPL-RKS(SOCP) Joint Venture,
Sambalpur***

.....

Petitioner

Mr. P.C. Nayak, Advocate

Vs.

***Mahanadi Coalfield Limited,
Sambalpur and another***

.....

Opposite Parties

*Mr. P. R. Patnaik, Advocate
(O.Ps.)*

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE G. SATAPATHY

ORDER

06.09.2022

Order No.

17

This matter is taken up through hybrid mode.

2. Heard Mr. P.C. Nayak, learned counsel for the petitioner and Mr. P.P. Mohanty, learned Additional Government Advocate appearing for the State-opposite parties.

3. The petitioner has filed this writ petition seeking following reliefs:

i) the decision of Opp. party No.1 in debarring the petitioner for participating in future tender under Annexure-15 shall not be declared, illegal, arbitrary and violation of Article 19(1)(g) of Constitution of India and shall not be quashed.

(ii) the cancellation of award of contract awarded in favour of the petitioner namely "Construction of Coal Transportation Road (Concrete Pavement) at Samaleswari OCP under IB Vallery Area of IB Coalfields, MCL" vide tender call Reference No. MCL/Samb/Civil-TC/e-Tender/17-18/15 dated 07.11.2017 shall not be declared arbitrary and unreasonable and the same shall not be quashed.

(iii) the decision of forfeiture of bid security by the Opp. party No.1 shall not be declared illegal arbitrary and the

same shall not be refunded to the petitioner;

(iv) the decision towards re-tender for the work “Construction of Coal Transportation Road (Concrete Pavement) at Samaleswari OCP under IB Valley Area of IB Coalfields, MCL.” Vide tender call Reference No. MCL/Samb/Civil-TC/e-Tender/17-18/15 dated 07.11.2017 shall not be declared illegal, arbitrary and violation of article 14 of the Constitution of India.

(v) the Opp. party No.1 shall not be declared to execute agreement in favour of the petitioner within a stipulated period, since the petitioner bid was accepted and performance guarantee and Additional performance security along with other documents are furnished by the petitioner are received and accepted by the Opp. party No.1.

4. So far as blacklisting of the petitioner is concerned, since the period of tender has been over in the meantime, the relief sought to that extent cannot sustain in the eye of law and so far as prayer for cancellation of award of contract and decision towards re-tender are concerned, since fresh tender has been issued, the reliefs sought to that extent are no more subsisting. So far as decision of forfeiture of security amount is concerned, it is open to the petitioner to approach the appropriate forum in terms of the agreement/DTCN as applicable to him.

5. In view of the above, the writ petition stands disposed of.

6. Issue urgent certified copy as per rules.

(DR. B.R. SARANGI)
JUDGE

Alok/Subhasmita

(G. SATAPATHY)
JUDGE