

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 21898 of 2016

*M/s. GSCO Infrastructure
Pvt. Ltd*

.....

Petitioner

Mr. A. Patnaik, Advocate.

Vs.

*Mahanadi Coal Field Ltd.
and others*

.....

Opposite parties

Mr. R. Sharma, Advocate (O.P.1)

Mr. B.M. Patnaik, Advocate (O.Ps. 2 to 4)

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE V. NARASINGH

ORDER

03.03.2022

Order No.

04

This matter is taken up through hybrid mode.

2. Heard.

3. The petitioner has filed this writ petition seeking direction to the opposite parties to release the withheld amount of Rs. 29.08 lakhs of the petitioner pursuant to e-Notice Tender Notice bearing No.NIT-084/2011/2818 dated 03.11.2011.

4. Mr. A. Patnaik, learned counsel for the petitioner contended that the petitioner is entitled the withheld amount of Rs.29.08 lakhs for which he had approached the authorities and as such pursuant to the Reference Petition of the petitioner, the authorities vide letter dated 09.06.2015 in Annexure-7 have decided that the petitioner is entitled to get the withheld amount of Rs.29,08,740/- without further loss of time. But, in spite of several request made by the petitioner, since the amount has not been released, the petitioner approached this Court in the present writ petition.

5. Mr. R. Sharma, learned counsel for the MCL, contended that since it arises out of a contract itself, if the petitioner is entitled to get

any amount, the petitioner should have approached the appropriate forum as per the terms and conditions of the tender, instead of approaching this Court. Hence the prayer made in this writ petition is not maintainable, before this Court.

6. Having heard learned counsel for the parties and after going through the record, it appears that, so far as release of withheld amount is concerned reliance has been placed to the document under Annexure-7 dated 09.06.2015, in which the authorities have passed an order in the Reference Petition, stating that there is no justification for MCL to withhold Rs.29,08,740/- from the running bills of the petitioner and it should be released without further loss of time. But fact remains that if such a letter has been issued by the authority that is also subject to the conditions stipulated in the contract itself. Such amount having not been paid to the petitioner, the petitioner has approached this Court in the present writ petition, as if this Court is an executing court of the order passed by the opposite party-authority.

7. In any case, as per Clause-40 of the e-Tender Notice under Annexure-1, it is open to the petitioner to approach the appropriate forum for redressal of his grievance, if he is so advised.

8. With the aforesaid liberty, the writ petition stands disposed of.

(DR. B.R. SARANGI)
JUDGE

Arun

(V. NARASINGH)
JUDGE