

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 22820 of 2022

Sarbeswar Khanda

.....

Petitioner

Mr. G. Satapathy, Adv.

Vs.

State of Odisha and others

.....

Opposite Parties

Mr. D. Nayak, AGA

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE G. SATAPATHY

ORDER

09.09.2022

Order No.

01.

This matter is taken up through hybrid mode.

2. Heard Mr. G. Satapathy, learned counsel for the petitioner and Mr. D. Nayak, learned Addl. Government Advocate.

3. Essentially, the petitioner has filed this writ petition seeking direction to the opposite parties for refund of the amount deposited by him, for which he has already filed application under Annexure-7.

4. Mr. G. Satapathy, learned counsel for the petitioner contended that pursuant to the advertisement issued by the opposite parties, the petitioner participated in the bid and became successful. Thereafter, in terms of the lease, the petitioner was required to deposit certain amount, which he complied with. But allotment of lease in favour of the petitioner was challenged by one Hrushikesh Mohapatra before this Court by filing W.P.(C) No. 6846 of 2015, which was dismissed vide order dated 24.11.2016. Thereafter, when the petitioner wanted to operate the source, he was not allowed by the authority to do so. It is contended that the petitioner having not been allowed to operate the quarry, is to get back his amount which he had deposited. But the same has not been refunded by the authority.

5. Mr. D. Nayak, learned Addl. Government Advocate contended that if the petitioner seeks for refund of his amount, which is due and admissible in terms of the DTCN/Agreement, he has to approach the authority concerned in terms of the condition stipulated in the DTCN/Agreement. Instead of doing so, the petitioner has filed this writ petition, which is not maintainable.

6. Having heard learned counsel for the parties and after going through the records, this Court finds that the petitioner has not been allowed to operate the quarry because of pendency of litigation, even if he was found L-1 bidder in the bid itself and, as such, the period was not extended any further. Therefore, whatever amount he has deposited, the benefit of refund of such amount can be considered by the authority taking into consideration the terms and conditions stipulated in the DTCN/Agreement.

7. In such view of the matter, this writ petition stands disposed of permitting the petitioner to pursue his remedy before the appropriate forum in terms of the DTCN/Agreement, which is applicable to him.

(DR. B.R. SARANGI)
JUDGE

(G. SATAPATHY)
JUDGE