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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

VASANT
ANANDRAO
IDHOL

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Date: 2022.12.23
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WRIT PETITION NO.15324 OF 2022

M/s.Brisk India Pvt. Ltd.

...Petitioner

V/s.

Ministry of Soil & Water Conservation & Ors.

...Respondents

Mr.Vaibhav Sugadare i/b Mr.P.B. Gujar for the Petitioner.

Ms.K.N. Solunke, AGP for the State – Respondent.

CORAM : R.D. DHANUKA &

M.M. SATHAYE , JJ.

DATE : 21ST DECEMBER, 2022.

P.C. :-

1. By this petition filed under Article 226 of the Constitution of India, the petitioner has impugned the termination order dated 25th November, 2022 passed by the respondent no.1 thereby terminating the work order awarded to the petitioner on two grounds i.e. the petitioner has committed breach of clauses 5 and 22 of the tender condition.

2. Insofar as clause 5 of the tender notice is concerned, admittedly the petitioner was required to submit the bank guarantee of a nationalized bank which the petitioner failed to submit. Though the respondent had granted extension of time of two months and twenty

days to submit the bank guarantee of a nationalized bank, the petitioner did not submit the bank guarantee of a nationalized bank. The petitioner has requested to accept the bank guarantee of a Schedule bank. The respondents did not agree to accept the bank guarantee of a Schedule bank.

3. The respondents have also pointed out the breach of clause 22 of the tender notice by the petitioner.

4. Learned counsel for the petitioner on the other hand vehemently urged that in the order of termination, there was also a reference of the bank guarantee of the Schedule bank which according to the petitioner would indicate that the respondents had agreed to accept the bank guarantee of the Schedule bank. There is no substance in the submission made by the learned counsel for the petitioner. Clause 5 clearly provided that the bank guarantee shall be of the nationalized bank and not of the Schedule bank. Learned counsel for the petitioner also could not point out as to why the petitioner has not challenged the reasons recorded in the earlier communication. The petition is thus devoid of merits and is accordingly dismissed. There shall be no order to costs.

(M.M. SATHAYE , J.)

(R.D. DHANUKA, J.)