

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

CWP-2595-2022 (O&M)  
Date of decision:- 10.03.2022

Vikas Raj

...Petitioner(s)

Versus

State of Haryana and others

...Respondent(s)

**CORAM: HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE**  
**HON'BLE MR. JUSTICE ARUN PALLI**

Present: Mr. Vipin Pal Yadav, Advocate,  
for the petitioner.

Mr. Deepak Balyan, Additional Advocate General, Haryana.

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**RAVI SHANKER JHA, C.J. (ORAL)**

This writ petition has been filed by the petitioner being aggrieved by the impugned order/communication dated 10.01.2022 (Annexure P-4) vide which he was informed that his tender for operation and maintenance of restaurant and bar of Manesar Club, Sector 5, IMT Manesar, Gurgaon, Haryana has been cancelled.

Learned counsel for the petitioner submits that pursuant to a tender notice, he participated in the proceedings and was declared technically compliant. He further submits that subsequently, the authorities also opened the financial bids and thereafter by the impugned order/communication dated 10.01.2022, the tender was cancelled. He further submits that the cancellation of the tender without assigning any reasons is, prima-facie, contrary to law. He further submits that the petitioner had participated in the proceedings and offered his financial bid which was opened by the authorities and, therefore, the subsequent cancellation of the tender has seriously prejudiced his interests.

We have heard learned counsel for the parties at length.

From a perusal of the tender document, especially, clause 5.2, it is evident that the respondent-employer is vested with a sole discretion to cancel or suspend any tender without incurring any obligation or liability. Quite apart from the above, on a specific query being put to learned counsel for the petitioner, he fairly admits that the petitioner was not the L-1 tenderer in the proceedings. It is also evident that as the tender was not awarded to the petitioner, therefore, there was no privity of contract between him and the respondent-employer and in such circumstances the authorities, exercising their

right under clause 5.2 of the tender document, had cancelled the tender proceedings. As the petitioner is not L-1 and as the tender proceedings have been cancelled prior to the award of the contract, we are of the considered opinion that he is not prejudiced in any manner. Nor can the petitioner assail the impugned order/communication dated 10.01.2022 cancelling the tender proceedings as the same cannot be said to be arbitrary or in any way prejudicial to his interests. It is also evident from the impugned communication/order that the petitioner was advised to visit the portal for further details, if any. Moreover, there also exists clause 6(vi) in the tender document, wherein it is stated that the bidders may visit e-tendering website regularly for any clarification and/or due date extension or corrigendum. But, the petitioner instead of doing so filed the writ petition on the ground that he was not assigned any reasons for the cancellation of his tender.

In the wake of the position sketched out above, we are dissuaded to interfere in the matter in exercise of extra-ordinary jurisdiction under Article 226 of the Constitution of India. However, the petitioner is at liberty to represent to the respondent-authorities in terms of the note in the letter dated 10.01.2022 (ibid) to ascertain the reasons for scrapping or cancellation of the tender process or visit the website portal of the respondent-authorities in this regard.

The writ petition being bereft of merit is accordingly dismissed.

**(RAVI SHANKER JHA)**  
**CHIEF JUSTICE**

**(ARUN PALLI)**  
**JUDGE**

**10.03.2022**  
Amodh

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|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether reportable        | Yes/No |