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

**CWP No.34485 of 2019
Date of Decision: 14.03.2022**

ARUN SINGH

.....Petitioner

Vs

**HARYANA STATE FEDERATION OF CONSUMERS CO-
OPERATIVE WHOLESALE STORES AND ANR**

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. Dhiraj Chawla, Advocate
for the petitioner.

Mr. Ashish Yadav, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

Petitioner seeks issuance of an appropriate writ in the nature of mandamus directing the respondents to refund Rs.6,00,000/- along with interest which was deposited by the petitioner as earnest money on account of tender of transportation of food grains with respondent No.2.

The aforesaid amount was deposited as per condition No.11 of the tender document. The petitioner was required to deposit an amount of Rs.9 lakhs and Rs.12 lakhs for two assignments. Admittedly, petitioner has not deposited the subsequent amount and contracts could not be awarded to him.

The amount has already been forfeited. Forfeiture of EMD is sought to be questioned by the petitioner on the strength of letter dated 28.11.2011 issued by the Managing Director, Confed, Chandigarh in case of one Anees Singh, Contractor and letter dated 15.07.2019 issued by the General Manager, The Haryana State Federation of Consumers Co-operative Wholesale Stores Limited in respect of return of EMD to one Ram Niwas.

On the other hand, learned counsel for the respondents by referring to the terms and conditions of the tender document submits that the petitioner after having participated in the tender process for both the Sub-Divisions i.e. Pataudi and Gurugram and after quoting the lowest rates was supposed to fulfill the conditions by depositing the amount of Rs.9 lakhs *qua* Pataudi Sub-Division and Rs.12 lakhs *qua* Gurugram Sub-Division. In order to have the contracts awarded, the aforesaid requirement was to be completed within a stipulated time for which petitioner was called upon to deposit the amount within 72 hours as per terms and conditions incorporated in letter dated 05.09.2014. Petitioner could not deposit the security amount within the stipulated time. Even a show cause notice was issued to the petitioner on 23.09.2014, calling upon the petitioner to explain his conduct for not depositing the security amount. Even thereafter, the petitioner was given two days time to submit his

reply. It was only thereafter the amount deposited by the petitioner was forfeited. The petitioner never responded to the calls given by the respondents and the earnest money has been forfeited as per term No.11 of the terms and conditions of the tender document. Each tender has to be accompanied by an earnest money in a form of demand draft issued by the scheduled Bank in favour of the District Manager.

Learned counsel for the respondents further explains that stray instances of year 2011 in the cases of one Anees Singh and Ram Niwas cannot be allowed to be perpetuated to answer the latch on behalf of the petitioner as petitioner did not come forward to make good the subsequent payments of Rs.9 lakhs and Rs.12 lakhs. Condition No.11 of the tender document has been resorted to, in order to ward off such interested persons, who used to flee after making initial bid in the tender process. In such circumstances, the Department has to face huge financial implications for initiating tender process afresh.

In view of above, no case is made out to interfere in this writ petition. The same is accordingly dismissed.

(RAJ MOHAN SINGH)
JUDGE

March 14, 2022

Atik

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No