

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.20272 of 2013**

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Gopal Prasad Sah Son Of Late Thakur Sah Resident Of M.N.Chowk  
Nathnagar, P.O.- And P.S.- Nathnagar, District- Bhagalpur ... Petitioner  
Versus

1. The Regional Manager State Bank Of India , Divisional Office, Kutchhari Chowk, Bhagalpur
  2. The Branch Manager, State Bank Of India, Branch Champanagar, Narga Chowk, Nathnagar, Bhagalpur
  3. Bharti Devi Wife Of Singheshwar Mandal @ Umesh Mandal Resident Of Mohalla- Jogeshar, P.S. Adampur, District- Bhagalpur ... Respondents
- =====

**Appearance :**

For the Petitioner : Mr.Dr. Manoj Kumar, Adv.  
For the Respondents : Mr.Rakesh Kumar Singh, Adv.

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**CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY**  
**ORAL ORDER**

5      08-09-2023                      Heard learned counsel for the parties.

2. The present Writ Petition is filed for the following

relief(s) :

*“.....by way of this writ application, petitioner seeks indulgence of this Hon'ble Court in its extra-ordinary writ jurisdiction for issuance of writ in the nature of writ of certiorari quashing the letter no.GEN / 29-13-14 dated 24.7.2013 issued by Branch Manager, State Bank of India, Champanagar Branch (Respondent no. 2) by which 30 KVA acoustic D.G.set has been approved in favour of respondent 2nd party with direction to the petitioner to vacate Generator room till 31.7.2013.*

*Petitioner further prays that an appropriate writ/writs may be issued commanding upon the respondent nos. 1 and 2 to direct the petitioner to continue in supplying facility of generator at least for the period of 2nd October, 2021 in terms of agreement dated 3.10.2011 in between petitioner and respondent Bank after cancelling the approval made in favour of respondent 2nd party.”*



3. Learned counsel for the petitioner has stated that the official respondents in derogation to the agreement, dated 30.10.2011, executed between the petitioner and the Bank have terminated the agreement. Learned counsel has stated that the official respondents without putting the petitioner on prior notice have terminated the agreement made by the petitioner for providing the diesel generator set in the premises of the respondent-Bank. That the petitioner was rendering the service to the full satisfaction of the Bank since 1983 and without putting the petitioner on notice the authorities have abruptly terminated the agreement. Learned counsel has stated that the termination of the agreement without putting the petitioner on prior notice is contrary to the principles of natural justice and equity and, therefore, prayed this Hon'ble Court to allow the Writ Petition.

4. Per contra, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present Writ Petition and stated that the agreement entered between the parties had come to an end. The petitioner was given a contract for installing a 10 KVA diesel generator set in the premises of the respondent-Bank as per the requirements at that point of time. That due to the increase of the power requirement the official respondents had to



necessarily go for an additional power and which required installation of 30 KVA smokeless acoustic diesel generator set. That the official respondents have floated a tender calling for supply of 30 KVA smokeless acoustic diesel generator set and the petitioner has also participated in the said tender process. That the petitioner along with Pawan Kumar, Vidya Kumar Tiwari and the Respondent No. 3, herein, have participated in the tender process. The petitioner quoted an amount of Rs.44,500/- whereas the Respondent No. 3, herein, quoted an amount of Rs.40,000/-, therefore, the contract was given to the Respondent No. 3 being the lowest bidder. Learned counsel has stated that the petitioner having participated in the tender process cannot file the present Writ Petition questioning the termination of the agreement and prayed for dismissing the present Writ Petition.

5. Admittedly, as seen from the record, the petitioner had entered into an agreement, dated 03.10.2011 with the Bank for supply of 10 KVA diesel generator set. Thereafter, it appears that the power needs of respondent-Bank have increased and they have floated a tender for 30 KVA smokeless acoustic diesel generator set. The petitioner has also participated in the said tender process and quoted an amount of Rs.44,500/- whereas the Respondent No. 3, herein, has quoted an amount of Rs.40,000/-.



Once petitioner has participated in the said tender process and on finding that he was an unsuccessful bidder he cannot turn around and question the termination of the agreement. That in so far as contractual matters are concerned this Court under Article 226 of the Constitution of India cannot adjudicate the various contentions/issues between the parties in the absence of any evidence. The Civil Courts are best equipped to deal with the said issues as they have the advantage of having both oral and documentary evidence. More over, as seen from the record, the Writ Petition is of the year 2013 and no stay has being granted by this Court, therefore, no useful purpose will be achieved after lapse of ten years by passing any orders.

6. Having regard to the same, this Court does not find any merit in the present Writ Petition and the Writ Petition is, accordingly, **dismissed**.

7. However, in case the authorities float any new tender for supply of diesel generator set, the petitioner is free to participate in the same.

**(A. Abhishek Reddy , J)**

Shamshad/-

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