

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No 926 of 2018

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M/s Jai Bajrang Construction Son of Sri Sanjay Singh, resident of Village-
Parwa, Post- Nonsari, Anchal- Nokha, District- Rohtas.

... .. Petitioner/s

Versus

1. The State Of Bihar through Principal Secretary, Department of Energy,
Bihar, Patna
2. The Chairman cum Managing Director, the Bihar State Power Holding
Company Limited, Vidyut Bhawan, Bailey Road, Patna
3. The Chairman cum Managing Director, South Bihar Power Distribution
Company Limited, Vidyut Bhawan, Bailey Road, Patna
4. The Chief Engineer Civil, South Bihar Power Distribution Company
Limited, Vidyut Bhawan, Bailey Road, Patna
5. The Director, Project, South Bihar Power Distribution Company Limited,
Vidyut Bhawan, Bailey Road, Patna

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr Dinesh Kumar Singh, Advocate
For the S t a t e	:	Mr Subhash Pd Singh, GA III
For the SBPDCL	:	Mr Vinay Kirti Singh, Sr Advocate

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CORAM: HONOURABLE MR JUSTICE P B BAJANTHRI
and
HONOURABLE MR JUSTICE JITENDRA KUMAR

ORAL JUDGMENT

(Per: HONOURABLE MR JUSTICE P B BAJANTHRI)

Date : 08-08-2023

In the instant petition, the petitioner has prayed for the
following reliefs:

***“(I) The Letter No 127 dated 02.06.2016
be quashed.***

***(II) The forfeited Bid Security amount
of Rs 5,00,000/- (Five Lakhs only) along with
compound interest @ 18% be paid to the petitioner.***



(III) Any other relief/reliefs as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

2 The matter was heard on number of occasions. On 25.07.2023, the following order was passed:

"Respondents have not apprised the terms and conditions for hiring PAC pole unit under SBPDCL with reference to Annexure A to the counter affidavit and it is being disputed by the petitioner. Therefore, it is necessary to have the benefit of taking note of advertisements issued in the newspaper so as to ascertain whether Annexure A and the next page both were part and parcel of the advertisement or not."

3 Today, learned counsel for the SBPDCL furnished a copy of the advertisement notified in the newspaper. It is not consisting of second part of the tender notification, namely, terms and conditions for hiring PAC Pole Unit under SBPDCL. Therefore, the impugned action of the respondents are without any substance for the reasons that petitioner and other bidders have not been made known the terms and conditions for hiring PAC Pole Unit under SBPDCL which has been enclosed along with the counter affidavit filed on behalf of respondents No 2 to 5 at page 11. In other words, for the first time, terms and conditions for hiring PAC Pole Unit under SBPDCL has been placed on record along with the counter affidavit.



4 On this short ground, the petitioner has made out a case. Accordingly, the impugned action in so far as forfeiting the security money is concerned, the same is set aside.

5 Writ petition is allowed.

6 The concerned respondents are hereby directed to settle petitioner’s grievances within a period of two months from the date of receipt of this order.

7 The security amount shall be refunded along with the interest @ 6% per annum.

(P B Bajanthri, J)

(Jitendra Kumar, J)

M.E.H./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16.08.2023
Transmission Date	NA

