

14.12.2023
Item No.12
RP
Ct. No.1

MAT 1620 OF 2023
India Power Corporation Ltd. (IPCL)
Vs.
State of West Bengal & Ors.

Mr. L.K. Gupta, Sr. Adv.
Mr. Avrajit Mitra, Sr. Adv.
Mr. Sukanta Chakraborty
Mr. Chayan Gupta
Mr. Nigamashish Chakraborty
Mr. Anindya Halder
Mr. Agniva Banerjee
Mr. Soham Sanyal
.....for the Appellant

Mr. Manoj Munshi
Ms. Usha Doshi
Mr. Priyanker Gope
.....for the respondent nos.3 and 4

Mr. Somnath Ganguly
Ms. Priyamvada Singh
.....for State/respondents

1. This intra-Court appeal is directed against the judgement and order dated 11th August, 2023 passed in WPA 17132 of 2023. By the said judgement and order the writ petition filed by the appellant was dismissed. In the said writ petition the appellant had challenged the order passed by the respondent nos.3 and 4 canceling the tender awarded in favour of the appellant as well as ordering forfeiture of the security deposit and debarring the appellant from participating in any tender for a period of three years.

2. Mr. Gupta, learned senior advocate appearing for the appellant submitted that the appellant is not contesting the appeal and the order passed by the respondent nos.3 and 4 canceling the tender and ordering forfeiture of the security deposit and debarment in participating in any tender to be floated by them may be affirmed but the only protection the appellant seeks is that the order passed by the respondent nos.3 and 4 should not affect the interest of the appellant in any other tender that they may participate which may be invited by other third party entity.
3. We have elaborately heard Mr. Munshi, learned advocate appearing for the respondent nos.3 and 4 on the above submission. So far as the observation which the appellant is seeking in this appeal, if made, it cannot be construed that the stigma attached to the appellant pursuant to the order of cancellation of the tender awarded, forfeiture of security deposit and debarment passed by the respondent nos.3 and 4 would stand effaced. However, the order of cancellation of the tender awarded, forfeiture of security deposit and debarment having been passed by the respondent nos.3 and 4, is relatable only to the subject tender which was called for by the respondent nos.3 and 4

and in which the appellant had participated. Thus, it goes without saying that the order of cancellation of the tender awarded, forfeiture of security deposit and debarment will be binding only in between the parties. So far as the order passed by the respondent nos.3 and 4 canceling the tender awarded, forfeiture of security deposit and debarment is concerned it is for other third party entities to take note of the same as and when the appellant participates in those tender which may be invited by those third party entities and in this appeal we cannot make any blanket observation in favour of the appellant that the appellant will not be prevented from participating in any tender invited by any of the third party. However, all that can be observed is that the effect of the order passed by the respondent nos.3 and 4 canceling the tender awarded, forfeiture of security deposit and debarment will be relatable only to the subject tender and it is well open to the appellant to participate in the tender that may be invited by third party entities and it is for the third parties to take a decision in the matter subject to the terms and conditions of those tenders. Thus, recording the submission made on behalf of the learned senior advocate appearing for the appellant, the appeal stands dismissed and the order passed by the

learned single Bench stands affirmed with the above observations.

4.

(T. S. SIVAGNANAM)
CHIEF JUSTICE

(HIRANMAY BHATTACHARYYA, J.)