

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.08.2023

CORAM

THE HON'BLE MR.SANJAY V.GANGAPURWALA , CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE P.D.AUDIKEVALU

W.A.No.1963 of 2023
and CMP No.16706 of 2023

M/s.South India Oil Corporation,
Rep. by its Proprietor,
Mr.R.Massodahmed,
S.F.No.229/2, Kumbakonam High Road,
Rinnalur Village and Post,
Chidambaram, Cuddalore 608704.

... Appellant

-vs-

1. Indian Oil Corporation Limited,
Rep. by its General Manager (Contract
Cell), SRO, Marketing Division,
Southern Region, Indian Oil Bhavan,
No.139, Uthamar Gandhi Road, (Nungambakkam
High Road), Chennai 600 034.

2. Indian Oil Corporation Limited,
Rep. by its Chief General Manager (OPS)
Tamil Nadu State Office,
No.139, Uthamar Gandhi Road, (Nungambakkam
High Road), Chennai 600 034.

... Respondents

Prayer: Writ appeal filed under Clause 15 of the Letters Patent against
the order dated 21.04.2023 in 3370 of 2023 on the file of this Court.

For the Appellant : Mr.S.Arivazhagan

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JUDGMENT

(Delivered by the Hon'ble Chief Justice)

We have heard Mr.S.Arivazhagan, learned counsel for the appellant.

2. The appellant was issued with a letter of acceptance pursuant to the participation in the tender on 29.12.2022 by e-mail. The appellant was required to submit security deposit and execute an agreement within fifteen days from the date of the receipt of the letter of acceptance. The appellant submitted the bank guarantee on 18.01.2023. It is submitted that the agreement was executed on 04.01.2023.

3. The respondents cancelled the letter of acceptance on the ground that within fifteen days the security deposit was not made.

4. The learned counsel for the appellant submits that in the intervening period, there were holidays, as such, the bank guarantee was submitted on 18.01.2023, however, the same was applied on 12.01.2023 which is within fifteen days. Moreover, the physical copy of the letter of acceptance was received by the appellant only on 02.01.2023. The holidays will have to be excluded. The learned Single Judge did not consider the said aspect.

5. The appellant participated in the tender process floated by the respondents for transporting bulk petroleum products. The appellant's bid was accepted. The appellant was issued with a letter of acceptance on 29.12.2022. The appellant was required to submit the security deposit on or before 12.01.2023. The appellant has submitted the bank guarantee on 18.01.2023. The Pongal holidays were not on or before 12.01.2023.

6. The clauses of the tender are binding on the parties. The learned Single Judge has properly construed the said clauses and has

held that the appellant failed to comply with the tender conditions.

In light of that, no case for interference is made out. The writ appeal is dismissed. There will be no order as to costs. Consequently, connected miscellaneous petition is closed.

(S.V.G., CJ.) (P.D.A., J.)
23.08.2023

Index : Yes/No
Neutral Citation : Yes/No
sra

To

1. The General Manager (Contract Cell)
Indian Oil Corporation Limited, SRO,
Marketing Division, Southern Region,
Indian Oil Bhavan, No.139, Uthamar Gandhi
Road, (Nungambakkam High Road),
Chennai 600 034.
2. The Chief General Manager (OPS)
Indian Oil Corporation Limited,
Tamil Nadu State Office,
No.139, Uthamar Gandhi Road, (Nungambakkam
High Road), Chennai 600 034.

W.A.No.1963 of 2023

THE HON'BLE CHIEF JUSTICE
AND
P.D.AUDIKE SAVALU, J.

(sra)

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