

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Civil Writ Petition No. 12419 of 2021 (O&M)

Date of Decision: 19.10.2023

Ramesh Chand GuptaPetitioner

versus

State of Haryana and othersRespondents

CORAM: HON'BLE MS.JUSTICE RITU BAHRI, ACTING CHIEF JUSTICE
HON'BLE MS. JUSTICE NIDHI GUPTA, JUDGE

Present : Mr. P.S.Rana, Advocate with
Mr. G.S.Rana, Advocate, for the petitioner.

Mr. Deepak Balyan, Addl. Advocate General, Haryana.

RITU BAHRI, ACTING CHIEF JUSTICE (oral)

The petitioner has filed this petition seeking quashing of the order 18.05.2021 (Annexure P-12) passed by respondent No.4 whereby they have forfeited the earnest money of Rs.440140/- arbitrarily.

2. The petitioner has submitted the tender form, in which the he has reflected the rate for execution of the work as Rs. 185.93 instead of Rs.185.93 lacs. Learned counsel for the petitioner referred to the letter dated 26.06.2020 (Annexure P-3) written to the Executive Engineer, Public Health Engineering Division No.2, Karnal, wherein it has been stated that the bid amount of the tender be considered as Rs.185.93 lacs instead of Rs.185.93. Pursuant to the aforesaid letter, the impugned speaking order dated 18.05.2021 (Annexure P-12) had been passed by respondent No.4 whereby the representation (Annexure P-3) filed by the petitioner for clarification was rejected and at the same time the earnest money deposited by the petitioner was forfeited. The petitioner's bid was not accepted as it was only for a sum of Rs.185.93 but the petitioner had deposited 10% of the bid amount of Rs.185.93 lacs as earnest money. It was only a typographical error due to which the petitioner could not

participate in the tender proceedings and therefore, the petitioner has been wrongly denied for not giving back his earnest money.

3. Learned counsel for the petitioner submits that a similar issue had come up for consideration before this Court in a Civil Writ Petition No. 9813 of 2018 (*M/s Garg Rice Mills vs. Food Corporation of India and others*), which was allowed vide order dated 02.07.2019, in which inadvertently the petitioner had mentioned the reserved price of the wheat as Rs.17900/- per quintal instead of Rs.1790/- per quintal and this mistake was an inadvertent and it was duly acknowledged by the Food Corporation of India that it was a mistake. Once the mistake was accepted, then the earnest money was liable to be returned.

4. Learned counsel appearing for the respondents states that the respondents had forfeited the earnest money deposited by the petitioner in terms of the conditions mentioned in the tender document.

5. The contention raised by learned counsel for the respondents is liable to be rejected on the ground that it was not a case that the petitioner had backed out of the contract and it was only a typing mistake.

6. Following the same principle laid down in the judgment cited supra (*M/s Garg Rice Mills vs. Food Corporation of India and others*), this petition stands allowed and the impugned order dated 18.05.2021 (Annexure P-12) passed by respondent No.4 forfeiting the earnest money of the petitioner is set aside.

(RITU BAHRI)

ACTING CHIEF JUSTICE

(NIDHI GUPTA)

JUDGE

19.10.2023

ravinder

Whetherspeaking/reasoned	√Yes/No
Whetherreportable	Yes/No√