

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2611 of 2024

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Shri Ganesh Laxhmi Ekta Construction through its proprietor Ajay Kumar Singh aged about 46 years, Son of Ramdev Singh, resident of village - Bajrean, P.S. - Sahar, District - Bhojpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Prinicipal Secretary, Department of Minor Irrigation, Government of Bihar, Patna.
2. The Chief Engineer, Minor Irrigation Department Bihar Patna.
3. The Superintending Engineer, riding road, Sekhpura, Patna.
4. The Executive Engineer, Minor Irrigation Division, Ara, Bhojpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Manoj Kumar Singh, Adv
For the Respondent/s : Mr.Government Pleader 05

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 07-03-2024

The petitioner had applied for the work of ‘Surangpur Ahar’ as per Notice Inviting Tender (NIT) issued by the Minor Irrigation Department, Government of Bihar, Patna. The petitioner is aggrieved with the cancellation of work order as produced at Annexure-6. In addition to cancellation, the impugned order also forfeited the earnest money deposit; which was deposited only in part.

2. The cancellation and forfeiture of the part amount deposited was only because of the entire earnest money deposit



having not been made and the agreement having not been executed. The petitioner contends that there was a representation filed to remove some encroachments without which the work could not have been carried out. In fact when the notice of tender was published the petitioner knew about the work, which had to be carried out and he should have exercised abundant caution by inspecting the site, before applying under the NIT. Having bid under the NIT and having turned successful, the petitioner cannot turn around and contend that unless the encroachments are removed, he would not pay the earnest money and execute the agreement.

3. The petitioner had to first comply with the terms of the NIT; by depositing the earnest money in full and executing the agreement and then raise contentions with respect to removal of encroachments, if any. The petitioner having bid in the NIT, after turning successful, cannot dictate terms to the awardee.

4. We also see that a fresh tender has been issued by the respondent authorities produced at Annexure-P/7. We find no infirmity in the order of cancellation nor in the fresh tender issued.

5. Learned counsel for the petitioner seeks for refund of



the earnest money deposit. In fact, the work was held up and the department was obliged to publish a fresh NIT, which involves considerable expenditure and failure on the part of the petitioner to execute the agreement after having turned successful, is a default which would entail forfeiture of the earnest money, already deposited.

6. The writ petition stands dismissed.

(K. Vinod Chandran, CJ)

(Harish Kumar, J)

ranjan/-

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