

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13001 of 2024

Shrushti Contech Private Limited having its corporate office at plot number 87, 1/65/A/1, Kavouri Hills, Madhapur, Hyderabad, Telangana - 5000081 through its authorized signatory namely Kumar Amit male aged about 38 years son of Kameshwar Prasad Singh resident of Professor Colony, Near R.N. Collage, Hajipur, District- Vaishali, Bihar- 844101.

... .. Petitioner/s

Versus

1. The North Bihar Power Distribution Co. Ltd. having its office at 3rd Floor, Vidyut Bhawan, Bailey Road, Patna through its Managing Director.
2. The Managing Director, North Bihar Power Distribution Co. Ltd., having its office at 3rd Floor, Vidyut Bhawan, Bailey Road, Patna.
3. The Chief Engineer, Planning And Engineering, North Bihar Power Distribution Co. Ltd., having its office at 4th Floor, Vidyut Bhawan, Bailey Road, Patna.
4. The Director (Projects), North Bihar Power Distribution Co. Ltd., having its office at 3rd Floor, Vidyut Bhawan, Bailey Road, Patna.
5. The Indian Bank, Branch number 207, Karan Centre, SD Road, Secunderabad, Telangana - 500003 through its Branch Manager.
6. The Canara Bank, 7 Road Circle, Main Branch II, Kadapa, Andhra Pradesh through its Branch Manager.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Gautam Kumar Kejriwal, Advocate Mr. Alok Kumar Jha, Advocate Mr. Mukund Kumar, Advocate Mr. Akash Kumar, Advocate Mr. Aditya Raman, Advocate
For the Respondent/s	:	Mr. Vinay Kirti Singh, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

3 26-09-2024 The petitioner applied under Annexure P/1 contract for serial nos. 5 and 6 at Samastipur and Begusarai. Annexure P/3 series is the Letter of Acceptance issued by the respondent authorities with respect to the two bids made by the petitioner.



As per the terms of the NIT and also the LOA, the petitioner was required to give performance security by way of bank guarantees on or before 28.03.2024. Despite repeated reminders, the petitioner did not furnish the said bank guarantees.

2. However, the petitioner's contention is that he had been submitting bank guarantees piecemeal over a period of five months and as of now the entire bank guarantees have been furnished to the respondent authorities.

3. In the meanwhile, considering the fact that there was default in furnishing of performance security, the contract was cancelled and the petitioner was debarred for 3 years, which is challenged in the writ petition, produced as Annexure P/15. Annexure P/15 referred to both the contracts.

4. Considering the fact that, as of now, the bank guarantees have been submitted, in the interest of justice and also in the interest of respondent authorities; who would have to go for either a fresh tender or accept the next available bid, which would be on the higher side, we think it appropriate that there be a direction to reconsider the matter.

5. Annexure P/15 stands set aside only to facilitate the re-consideration directed. We make it clear that we have not made any observations with respect to reconsideration, which is



completely within the discretion of the respondent authorities, but we expect the respondent authorities to consider the issue in a just and equitable manner taking into account the practical considerations we pointed out earlier and pass a speaking order.

6. The writ petition stands disposed of.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

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