

D/L.26.
September 06, 2024.
KAUSHIK.

WPA No.20140 of 2009

Taja Agrico Industries Ltd. and Another
Vs.
Union of India & Others

Mr. Amit Chowdhury
Ms. Sushmita Kumari Singh

... for the petitioners.

Mr. Ranjan Kumar Sinha
Mr. Debashish Basak

... for the respondents.

Affidavit-in-Opposition and Affidavit-in-
Reply filed in Court be kept with record.

The grievance of the petitioner is directed against a communication dated November 11, 2009 whereby a proposed sale in favour of the petitioner was cancelled due to non-deposit of the balance sale value within the stipulated time period.

Briefly, the respondent authority had conducted an auction sale as far back as on September 18, 2009 for scrap rail items @ Rs.16,800/- per metric ton. Clause 4(b) of the general conditions of sale stipulate as follows:

“If the purchaser fails to pay the said balance of the price in the manner and within the period originally stipulated or as extended, the earnest money paid by him shall stand forfeited to the Railway administration. The lot or lots in respect of which forfeiture has been made shall be deemed to have been abandoned by the

purchaser and may be reauctioned at the decision of the Railway administration at any subsequent sale without reference to the purchaser concerned and without incurring any liability whatsoever in relation thereto.”

Clause 2 of the Special Condition of sale also stipulate as follows:

“The ‘lots’ of materials included in the auction catalogue are ‘specific’ and ‘unique’ and as such not comparable or at par with any other lot/lots which have already been formed or under formation by the Railway from its future arising of scrap materials. Therefore, all post sales matters of a lot will be restricted to the original lot only.”

By the impugned communication, the subject sale was cancelled and the earnest money deposited by the petitioner was forfeited primarily on the ground that the petitioner had failed to deposit the balance sale consideration within the stipulated time period. By an interim order dated November 26, 2009, a Co-ordinate Bench of this Court had passed an interim order to the effect that all steps taken by the respondent authorities in respect of the petitioners will abide by the result of the writ petition.

It is submitted on behalf of the respondent authorities that the subject goods have already been sold in two separate lots as far back as November 26, 2009. The petitioner also does not

fairly seek any reliefs in so far as the goods are concerned and only seeks refund of the earnest deposit. The matter has been pending since 2009 and has appeared as an 'Old Matter'.

In view of the subsequent event, i.e. sale of the goods, there is no question of any relief being granted insofar as the goods are concerned. Even on the aspect of retention of security deposit, there is nothing to demonstrate that there is any illegality or contravention of any law in the actions of the respondent authorities. The above clauses categorically permit the respondent authorities to forfeit the earnest deposit in view of the non-payment of the balance consideration by the petitioner. In any event, the disputes raised in this petition are purely contractual in nature. There is no public element involved in this writ petition.

In view of the above, there is no merit in the present writ petition.

WPA 20140 of 2009 stands dismissed.

Interim order, if any, stands vacated.

(Ravi Krishan Kapur, J.)