

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

224

CWP-12555-2022 (O&M)
Date of decision: 02.05.2024

M/s. Dharminder Kumar, Engineer and Contractors, Patiala
...Petitioner

VERSUS

The State of Punjab and others
...Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. R.K. Girdhar, Advocate and
Mr. Chirag Girdhar, Advocate for the petitioner.

Ms. Arundhati Kulshreshtha, AAG Punjab.

VINOD S. BHARDWAJ, J. (Oral)

1. Challenge in the present petition is to the office order dated 29.04.2022 vide which the claim of the petitioner for refund of earnest money has been rejected and the same has been ordered to be forfeited.
2. Learned counsel for the petitioner contends that the bid validity was only till 15.08.2021 and that the communication with respect to acceptance of the bid submitted by the petitioner was post the bid validity and as such he was not liable to make supplies in terms of the bid submitted by him.
3. To the contrary, learned State counsel has contended that the petitioner was conveyed about the acceptance of the bid much prior to the bid validity period and that he was fully aware of the same. It is submitted that he also acknowledges his acceptance of the letter on 14.09.2021 as per

his communication dated 30.09.2021 wherein it is stated that the letter of allotment dated 03.08.2021 was handed over to him and that he participated in the meetings of the office for the purposes of execution of the contract even on 21.09.2021 and as such, the petitioner cannot at this stage be permitted to raise the issue that as the bid validity had come to an end on 15.08.2021, hence, he is no more under an obligation to execute the work in terms of the letter of allotment issued to him. She thus submits that on account of his subsequent conduct, he accepted the communication sent by the authorities, even if it is assumed to have been received by him late, without conceiving to the same and only for the sake of arguments, hence, it does not lie with the petitioner at this stage to contend that he was no more under an obligation to perform the contractual obligation in terms of the letter of allotment dated 03.08.2021. She further contends that even if 15 days period is computed from 14.09.2021, yet no material was supplied by the petitioner in terms of the letter of allotment.

4. In response to the above, learned counsel for the petitioner contends that the encumbrance free site was not available and as a result whereof the material could not have been supplied.

5. Having heard learned counsel for the respective parties, there are disputed and arguable questions of fact that would arise determination apart from the impact of the respective stand of the parties. The same cannot be gone into by this Court at this juncture.

6. Faced with the above, learned counsel for the petitioner does not press the instant petition at this stage, so as to pursue his remedies in accordance with law, if so advised.

- 7. Disposed of as not pressed with the liberty as aforesaid.
- 8. Needless to mention that in the event of the petitioner taking recourse to the alternate remedies, the period spent in pursuing the present writ petition shall be taken into consideration for computing the limitation.

02.05.2024

Mangal Singh

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(VINOD S. BHARDWAJ)

JUDGE