



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

C.W.P. No. 15228 of 2024

Date of decision: 08.07.2024

M/s Amanjot Kissan Sewa Kendra

.... Petitioner

Vs.

Regional Manager, Food Corporation of India and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. K.K. Goel, Advocate
for the petitioner.

ARUN PALLI, J (Oral)

Petitioner (M/s Amanjot Kissan Sewa Kendra) was declared L-1 on GeM Portal, in relation to an e-tender for appointment of *ad hoc* HC at FCI, Centre, Shiv Narain, Moga, floated on 23.04.2024. Accordingly, vide communication dated 16.05.2024 (P-3), it was asked to submit performance bank guarantee by 31.05.2024. The contract entered into between the parties was for six months.

However, vide e-mail dated 17.05.2024 (P-4), addressed to the respondent-corporation, the petitioner conveyed that since, by mistake, it had quoted wrong rates, for it had participated for the first time in the tendering process, the bid submitted by it be cancelled, at the earliest. Resultantly, in terms of Clause 14 (vi) of the tender documents, the petitioner was served with a show cause notice for debarring it, which was responded to vide reply dated 26.05.2024 (P-6). Whereafter, vide impugned order dated 27.05.2024, the respondent corporation debarred the petitioner from participation in FCI tender for the period of two years.

Served with the advance copy of the petition, Mr. Sunish Bindlish, Advocate with Mr. Viney Kumar, Advocate is present in Court on behalf of the respondent-FCI.

After we had heard the matter at some length, learned counsel for the parties have reached a consensus, for in terms of Clause 18 of the tender document, the dispute, if any, between the parties arising out of the



contract, in the first instance, was required to be referred to the Dispute/Grievance Redressal Committee, let this petition be disposed of, to enable the competent authority to take cognizance of the dispute and pass appropriate orders, in accordance with law.

That being so, the petition is accordingly disposed of in terms of the statements made by learned counsel for the parties.

This Court is sanguine that in sync with the purport and intent of Clause 18 (b) of the tender document, the competent authority shall consider/examine the matter in the right earnest, and pass appropriate/necessary orders, assigning reasons in support thereof.

Needless to assert that this order shall not constitute an expression of opinion on the merits of the case of either party, for, as indicated earlier, the competent authority shall examine the grievances of the petitioners, strictly in accordance with law.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

08.07.2024
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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No