



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No.23682 of 2024
Reserved on:30.09.2024
Pronounced on: 19.12.2024

M/s Harnoor Singh & Co.

...Petitioner

V/s

State of Haryana and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. S.K. Mukhi, Advocate, for the petitioner.

Mr. Ankur Mittal, Addl. Advocate General, Haryana with
Ms. Kushaldeep Kaur, Advocate, for the respondents.

VIKRAM AGGARWAL, J.

1. The petitioner assails the order dated 27.08.2024 (Annexure P-10), vide which the process of awarding contract of cattle fair to be held in Fatehabad to a private firm was cancelled.

2. The petitioner claims to be in the business of putting up cattle fairs since long at different venues, as an authorized business associate in the States of Punjab and Haryana. An e-tender (Annexure P-1) was issued by the office of the Block Development and Panchayat Officer, Fatehabad (respondent No.3) for the cattle fair to be held on every Sunday in Fatehabad Block. Interested societies, NGOs, companies, partnership firms, joint business enterprises and firms could participate in the tender, the starting date of which was 07.12.2023 at 9.00 a.m. The last date for filling up the e-



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tender was 28.12.2023 at 5.00 p.m. and the date of opening of the e-tender was 01.01.2024 at 11.00 a.m. The petitioner claims to have submitted its tender on 24.07.2024 and the same was accepted vide Annexure P-4. A report (Annexure P-5) was also submitted before the committee concerned stating that two firms had submitted the tenders. A copy of order dated 22.07.2024 passed in CWP-22569-2022 has also been placed on record as Annexure P-6.

3. It has been averred that vide communication dated 27.08.2024, it was ordered that the tender process be cancelled. Reference has further been made to document (Annexure P-11) vide which the Government of Punjab accepted e-tender for conducting a weekly cattle fair for an auction amount of Rs.93.90 crores.

4. Challenge has been laid to the order dated 27.08.2024 on the ground that the petitioner had cleared and qualified in the technical bid along with one other party and that the said order has caused great hardship to the petitioner and public at large. It has also been averred that the cancellation of the tender had caused a great financial loss to the petitioner who had deposited a sum of Rs.25 lakhs as tender bid money which was still lying deposited with the respondents. It has been averred that the cancellation is illegal, for no sufficient opportunity was granted to the petitioner to rebut the version of an unknown person about the condition of one year experience having been inserted. It has also been averred that the cancellation of the e-tender caused a great financial loss to the State Exchequer because the State of Punjab had approved a similar tender for a huge sum of Rs.93.90 crores.

5. The writ petition has been opposed. In the short reply filed on behalf of the respondents, it has been averred that the tendering process had



been cancelled and directions had been given to adopt the system of organization of cattle fairs which had earlier been adopted by the department under the supervision of the Cattle Fair Officer (concerned Block Development and Panchayat Officer) till further orders. It has been averred that vide document 27.08.2024, the tender had not been cancelled and it was only a direction for the tender to be cancelled. In compliance thereof, a decision had been taken by the District Level Committee on 27.09.2024 (Annexure R-1) to cancel the organization of cattle fair through individual firms.

6. It has been averred that cattle fairs were organized in the State of Haryana in terms of the provisions of the Haryana Cattle Fair Act, 1970 (for short the "1970 Act") and the Haryana Cattle Fair Rules, 1970 (for short the "1970 Rules"). Thereafter, a scheme had been framed to organize the cattle fairs through an agency. Initially, the tender was given to one Sukhpal Singh Bhatti as per agreement dated 14.03.2022. As the terms and conditions of the agreement were violated by him, the agreement was terminated on 23.09.2022. This action was challenged by Sukhpal Singh Bhatti by way of CWP-22569-2022, which was, however, disposed of on 22.07.2024. It has been averred that the decision to cancel the tender has been taken in the larger interest of the State.

7. Learned counsel for the parties were duly heard.

8. It was strenuously urged by Mr. S.K. Mukhi, learned counsel representing the petitioner that the action of cancelling the tender is illegal and arbitrary. It was submitted that a grave financial loss had been caused to the State of Haryana on account of cancellation of the tender as the State



made to the order dated 22.07.2024 passed in CWP-22569-2022 and an effort was made to submit that the learned Single Judge had erred in passing the said order. Learned counsel referred to the terms and conditions of the tender document, as also other documents on record and tried to convince the Court that the cancellation of the tender deserves to be set aside.

9. *Per contra*, learned counsel representing the respondents submitted that there is no illegality in the cancellation of the tender. It was further submitted that these are purely administrative decisions which are not liable to be called into question in legal proceedings and that the action had been taken in the best interests of the State Government.

10. We have considered the submissions made by learned counsel for the parties.

11. The facts are not in dispute. E-tenders for the holding of cattle fairs were invited in December, 2023, wherein the starting date of the e-tender was 07.12.2023 at 9.00 a.m., the last date for filling up of the e-tender was 28.12.2023 at 5.00 p.m. and tenders were supposed to be opened on 01.01.2024 at 11.00 a.m.

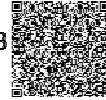
12. The reserve amount was Rs.25 lakhs which is stated to have been deposited by the petitioner. It is also not in dispute that only two firms had applied i.e. the petitioner and one Amarjeet Traders. Earlier, an agreement dated 14.03.2022 had been executed between the respondents and one Sukhpal Singh Bhatti for holding and managing the cattle fairs in the State of Haryana for a period of 2 years. However, the same was terminated on 23.09.2022 leading to the filing of CWP-22569-2022. The same was disposed of on 22.07.2024 stating that the original period of agreement had



petitioner therein would only be with regard to compensation, which could not be gone into in writ jurisdiction. The writ petition was, therefore, disposed of with liberty to the petitioner to take recourse to alternative remedies. At the time of arguments, learned counsel for the petitioner made efforts to state that the order had not been passed in accordance with law. This Court however, refrains from going into the merits of the said order and expressing its opinion on either side as the said order is not under challenge before this Court.

13. As regards the communication dated 27.08.2024 (Annexure P-10), the true typed copy does say that the process of awarding the contract to a private firm for the cattle fair to be held in Fatehabad had been cancelled with immediate effect. However, the vernacular copy of the said communication which is also on record states that the tender process be cancelled with immediate effect. This also further gets clarified from the decision dated 27.09.2024 (Annexure R-1), which was taken by the concerned District Level Committee on the basis of communication dated 27.08.2024 and the process of e-tender was cancelled.

14. In the considered opinion of this Court, this Court would not go into the legality or otherwise of the said order because it is purely an administrative decision and does not appear to have violated any law which could have impelled this Court to exercise its extra ordinary jurisdiction under Article 226 of the Constitution of India. It has to be remembered that writs of mandamus and certiorari are not to be issued as a matter of routine and this power has to be exercised rarely when there is a blatant violation of some law or gross violation of the legal rights of a citizen.



administrative actions/decisions is extremely limited and such actions can be reviewed/set aside only if they are shown to be grossly erroneous and *mala fide*. It has repeatedly been held that it is not for the Court to determine whether a particular policy or a particular decision taken in the fulfillment of that policy is fair and it is only concerned with the manner in which those decisions have been taken. It is settled that the grounds upon which an administrative action is subject to control by judicial review are illegality, irrationality and procedural impropriety. Reference can be made to the judgments of the Supreme Court of India in the cases of *Tata Cellular Vs. Union of India*, 1996 AIR (SC) 11, *Jagdish Mandal vs. State of Orissa* (2007) 14 SCC 517, *Silppi Constructions Contractors vs. Union of India and anr. etc. etc.* (2020) 16 SCC 489, to name a few.

16. Keeping in view the totality of the facts and circumstances and the settled law on the subject, we are not inclined to interfere in the decision taken by the respondents and accordingly, finding the writ petition to be devoid of merit, we dismiss the same.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

Reserved on : 30.09.2024
Pronounced on : 19.12.2024
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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No