



\$~25

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 8992/2019**

VENKAT B. CHARI

.....Petitioner

Through: **Mr. Shreyas Gacche, Adv.**

versus

UNION OF INDIA AND ANR.

.....Respondents

Through: **Mr. Pratima N. Lakra, CGSC with
Mr. Chandan Prajapati and Ms.
Yashika Garg, Advs. for R-1.
Mr. Rajeev Sharma and Mr. Vinayak
Sharma, Advs. for R-2.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

%

15.07.2024

1. Learned counsel appearing for the petitioner, while taking this Court through his prayer clause, submits that as of now, the petitioner presses prayer No. (b) only. He submits that there have been various discrepancies after floating of the tender. According to the petitioner, the respondents' stand was inconsistent at various stages. He, therefore, submits that the forfeiture of security amount is unsustainable in law and the same deserved to be refunded to the petitioner with necessary interest.

2. Learned counsel appearing for the respondents opposes the submissions and he submits that the forfeiture of the security amount is a consequence of the decision taken by the respondents to cancel the contract in question. Learned counsel submits that there is no reason to direct for the



refund as unless the Court finds that the decision to cancel the contract itself was illegal or improper. He, therefore, submits that the petitioner can be at liberty to pursue necessary remedy.

3. Having considered the submissions made by learned counsel appearing for the parties, it is to be noted that to decide as to whether the cancellation of the contract was illegal or improper, the Court would require going into various nuances of the contract in question and its compliances.

4. Unless the Court comes to the conclusion that the respondents have illegally or invalidly cancelled the contract, the petitioner may not be able to get the refund of the security amount along with the necessary interest.

5. The Court, therefore, finds that it would be in the interest of justice to grant the liberty to the petitioner to take appropriate remedy for ventilation of the aforesaid grievance.

6. Reserving that liberty in favour of the petitioner and without commenting anything on the merits of the case, the Court dispose of the petition with the following direction:

(i) Let the petitioner to take appropriate remedy in accordance with law and in case, such a remedy is taken, let the Competent Authority to deal with it as expeditiously as possible as the matter remained pending for quite a long time

7. All rights and contentions of the parties are left open.

PURUSHAINDR KUMAR KAURAV, J

JULY 15, 2024/p