



\$~19

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

+ W.P.(C) 11334/2018

MANJU MUKHIJA

..... Petitioner

Through: Ms. Aayushi Jain and Ms. Gunjan
Negi, Advocates.

versus

UNION OF INDIA AND ORS.

..... Respondents

Through: Ms. Avnish Ahlawat, Standing
Counsel with Ms. Tania Ahlawat,
Mr. Nitesh Kumar Singh,
Ms. Laavanya Kaushik and Ms. Aliza
Alam, Advocates for R-2 & 3.

CORAM:

HON'BLE DR. JUSTICE SUDHIR KUMAR JAIN

ORDER

09.04.2024

%

1. The present petition is filed under Article 226 of the Constitution for directing the respondent to quash three letters bearing no. 29132/Purchase Cell/2018 dated 26.04.2018, 51897/Purchase Cell/2018 dated 04.08.2018 and 61832/Purchase Cell/2018 dated 11.09.2018.
2. It is stated that the petitioner Manju Mukhija is the proprietor of M/s Mukhija Travels and had applied for the tender so floated by the respondent no. 3 and was accordingly, awarded the rate contract for hiring cars every year since the year 2012.
3. The petitioner was awarded the rate contracts by the respondent no. 3 in 2016 which were also continuously renewed till the year 2018. However, the respondent no. 3 arbitrarily, illegally and without any objective decision making issued a letter bearing no. 29132/Purchase Cell/2018 dated 26.04.2018 to the respondent no. 2 for blacklisting of the proprietorship firm of the petitioner.



4. The respondent no. 3 vide letter bearing no. 51897/Purchase Cell/2018 dated 04.08.2018 also informed the petitioner about the resolution to forfeit the performance security of Rs,3,40,000/- deposited by the petitioner in the form of an FDR dated 23.09.2016.
5. The respondent no. 3 vide letter dated 11.09.2018 also rejected the representation of the petitioner dated 18.08.2018 on false allegations. Being aggrieved, the petitioner filed the present petition.
6. The counsel for the petitioner on 13.03.2024 has informed this court that the petitioner is not claiming any relief for quashing of the letter bearing no. 29132/Purchase Cell/2018 dated 26.04.2018, but prayed for the return of the security deposited which has already been ordered to be forfeited.
7. Ms. Avnish Ahlawat, Standing Counsel for the respondents no. 2 and 3 stated that once the contract awarded to the petitioner was ordered to be cancelled, in that eventuality, the security amount as deposited by the petitioner is bound to be forfeited and cannot be refunded.
8. There is force in the arguments advanced on behalf of the respondents no. 2 and 3. The security amount which was ordered to be forfeited vide letter bearing no. 51897/Purchase Cell/2018 dated 04.08.2018, cannot be returned back to the petitioner.
9. Accordingly, the present petition is dismissed.

DR. SUDHIR KUMAR JAIN, J

APRIL 9, 2024/sk/hvk