

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.956 of 2025

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1. Brajesh Kumar S/o Ramnandan Sharma, R/o village - Sahganj, P.S. - Konch, District- Gaya.
 2. Vijay Prasad Gupta, S/o Ramratan Saw, R/o village- Mahaddipur, P.S. - Upahara, District - Aurangabad.
 3. Naresh Prajapat, S/o Bhagwan Prajapat, R/o Village - Kariyadpur, P.S. - Fatehpur, District- Gaya.
 4. Ranju Devi, W/o Vijay Kumar, R/o village- Chandisthan, P.S. - Amas, District- Gaya.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. Managing Director, Bihar State Food and Civil Supplies Corporation Ltd. Khadya Bhawan, Daroga Rai Path No. 2, Patna - 1.
3. The Program Manager, 4G Identity Solution Pvt. Ltd. Nigam Headquarter, Bihar State Food and Civil Supplies Corporation Ltd, Patna.
4. The District Magistrate cum Chairman District Transport Committee, Gaya.
5. The District Manager, Bihar State Food and Civil Supplies Corporation Ltd, Gaya.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Binay Kumar, Advocate
For the Respondent/s	:	Mr. Anjani Kumar, AAG-4
		Mr. Shailendra Kumar Singh, Advocate

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE ACTING CHIEF JUSTICE)

Date : 27-02-2025

The writ petitioners are aggrieved by the order dated 30.12.2024 passed by the District Manager, State Food and Civil Supplies Corporation Limited, Gaya whereby the bid of the petitioners has been rejected for their not having entered into any agreement with the Food Corporation and consequent forfeiture of the



earnest money of Rs.1,50,000/-.

2. It appears from the records as also from the order impugned that the petitioners were selected as successful candidates, having passed the technical and financial rigors of the bid. They were asked to execute an agreement with the organisation for work order. They failed to do so.

3. There is nothing on record also to indicate that they had asked for any extension of time.

4. Precisely for this reason, the selection of the petitioners as successful bidders was cancelled and the earnest money was forfeited.

5. Clause 18 of the bid paper clearly indicates that the tender money (earnest money) of Rs.1,50,000/- would be refundable in case of unsuccessful bidder but would be liable to be forfeited in case of successful bidder, failing to execute the agreement.

6. The petitioners have clearly failed to execute the agreement without showing any bonafide cause. Such a clause in tender papers is included for the reason of



giving finality to the decision regarding selection of concessionaires. Non-execution of agreement consequent to the petitioners having been chosen as successful bidders, has only delayed the process of work.

7. This is the reason why the bidders were made known that in case they failed to execute the agreement after being chosen as successful bidders, their earnest amount shall be forfeited.

8. The order impugned is quite in consonance with the conditions in the tender papers.

9. No good ground has been made out by the writ petitioners for any interference.

10. The petition is dismissed.

(Ashutosh Kumar, ACJ)

(Partha Sarthy, J)

Saurabh/Rajesh

AFR/NAFR	
CAV DATE	
Uploading Date	28.02.2025
Transmission Date	

