

15.01.2025
Sl. No. 02
g.b.
Court No.10
265717

WPA 997 of 2025

Rajesh Ali Khan & Ors.
-Vs-
The State of West Bengal & Ors.

Mr. Sabyasachi Chatterjee
Mr. Sayan Banerjee
Ms. Suparna Dutta
.....For the Petitioners
Mr. Lal Mohan Basu
.....For the State

Affidavit of service filed in court is taken on record.

The grievance of the petitioners is directed against an e-tender notice inviting bids in respect of public works to be carried out by the Satilpur Gram Panchayet.

It is submitted on behalf of the petitioners that the petitioners were unable to deposit the original bank demand draft on 8th January, 2025 for reasons beyond the control. It is also submitted on behalf of the petitioners that while the petitioners were on their way to office of the concerned Gram Panchayat, the petitioners were accosted by third party local hooligans and were prevented from depositing such demand draft within the stipulated time period in terms of the tender. Thereafter, the petitioners have also filed a complaint before the

police authorities and before the concerned Block Development Officer.

On behalf of the State a police report dated 14th January, 2025 has been filed by the Officer-in-charge, Ramnagar Police Station to suggest that the above incident as alleged by the petitioners had actually occurred. In such background, the State submits that they have no objection if the time to furnish the original bank draft in terms of the above e-tender is extended.

On a consideration of the facts and circumstances of the case it is evident that the entire attempt is to unlawfully and unjustifiably interfere with the tender process in a circuitous manner. It is a well settled principle that since the invitation to tender falls within the realm of contract, its terms and conditions would normally not be interfered with by the Court [*Air India Ltd. vs. Cochin International Airport Ltd. & Ors. (2000) 2 SCC 617* and an unreported decision of Delhi High Court in *W.P.(C) 2302/2021 & CM APPL.6701/2021 Shakti Jan Sudhar Samiti, Delhi (NGO) vs. Delhi Urban Shelter Improvement Board*]. The terms of a tender which is a commercial document cannot be interfered with in such a casual manner. The fact that the petitioners seek extension of time for

submitting the original demand draft which was due on 8th January, 2025 in terms of the tender is impermissible in law and on facts. The prayers of the petitioner if acceded to would amount to re-writing the terms and conditions of the tender.

The Report filed by the Officer-in-charge, Ramnagar Police Station dated 14th January, 2025 is irrelevant. It is surprising as to how such a Report has been filed to lend credence to such a claim when there are other serious issues of law and order which routinely go unattended.

The stand of the State is also not appreciated.

In view of the above, there is no merit in the writ petition and no purpose would be served in keeping the same pending.

WPA 997 of 2025 stands dismissed.

Since no affidavits have been called for, the allegations made in the writ petition are deemed not to have been admitted by the respondents.

There shall be no order as to costs.

Urgent photostat certified copy of this order, if applied for, be made available to the parties upon compliance of necessary formalities.

(Ravi Krishan Kapur, J.)