

M/L 157
06.03.2025
Court No.14
PRADIP

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

WPA 2072 of 2024

Kranti Service & Engineering Works & Anr.
Vs.
The State of West Bengal & Ors.

Mr. Ratul Biswas
Ms. Soumoyadipa Kanu
Mr. Durlav De

...for the petitioners.

Mr. Chayan Gupta
Mr. Debayan Sen

...for the respondent nos. 2-4.

1. Affidavit of service filed in Court today is taken on record.
2. The petitioners participated in a tender process initiated by the West Bengal Power Development Corporation Limited and emerged as the L1 bidder and deposited the earnest money deposit. Thereafter the petitioners backed out from the offer that was placed by it.
3. In the instant writ petition, prayer has been made to direct the authority to refund the earnest money deposit.
4. One of the clauses of the Notice Inviting Tender being NIT No. WBPDC/STPS/NIT/E3036/22-23 mentions that, earnest money submitted will be liable to forfeiture if any bidder withdraws his offer after closure of the bid and if the bidder fails to accept the order.
5. In the instant case, the bidder has withdrawn its offer after the closure of the bid. The authority rightly forfeited the earnest money deposit.
6. No direction can be passed upon the authority to refund the earnest money deposit to the petitioners.
7. Prayer made by the petitioners cannot be allowed.

8. The writ petition fails and is hereby dismissed.
9. Urgent photostat certified copy of this order, if applied for, be supplied to the parties, upon compliance of all requisite formalities.

(Amrita Sinha, J.)