

W.P.A. 2343 of 2025

**Ganga Chowdhury
Vs.
The State of West Bengal & Ors.**

Mr. Sarwar Jahan
Mr. Krishnapada Santra
Ms. Tapati Sarkar
...for the petitioner

Mr. Prasenjit Debnath
...for the respondent no. 9

Mr. Santanu Kumar Mitra, Sr. Adv.
Mr. Amartya Pal
...for the State

Mr. Saibal Acharya
Mr. Shahjahan
...for the respondent nos. 7 & 8

Mr. Sarwar Jahan, learned advocate appearing for the petitioner, Mr. Santanu Kumar Mitra, learned advocate appearing for the State-respondents, Mr. Prasenjit Debnath, learned advocate appearing for the respondent no. 9 and Mr. Saibal Acharya, learned advocate appearing for the respondent nos. 7 and 8, are present.

In terms of the order passed by this Court on 30th January, 2025, the State-respondents has submitted bunch of documents along with the report wherein it is mentioned that a technical bid was open on 27th January, 2025 at 1.00 p.m and on scrutiny of the documents submitted by the parties participated in the said tender, the Tender Committee noticed that

altogether five persons have participated in the said tender process but none of the parties have experience of five years in terms of Clause-VIII of the bid document. The committee find that none of the bidder have the experience of five years. Accordingly the Tender Committee has taken a decision that all the technical bid will be accepted and they will be proceeded for opening of financial bid. After opening of financial bid the highest bidder will be allowed with the work order.

Counsel for the State-respondents has relied upon the judgment in the case of **M/s N.G. Projects Limited Vs. M/s Vinod Kumar Jain & Ors.** reported in **2022 LiveLaw (SC) 302** wherein the Hon'ble Supreme Court has held as follows:-

“23. In view of the above judgments of this Court, the Writ Court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be kept in view. Court should be even more reluctant interfering with contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court find that there is total arbitrariness or that the tender has been granted in a mala fide manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or

interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which the present-day Governments are expected to work.

26. A word of caution ought to be mentioned herein that any contract of public service should not be interfered with lightly and in any case, there should not be any interim order derailing the entire process of the services meant for larger public good. The grant of interim injunction by the learned Single Bench of the High Court has helped no-one except a contractor who list a contract bid and has only caused loss to the State with no corresponding gain to anyone.”

Counsel appearing for the private respondent no. 9 has handed over the copy of the communication made by the private respondent to the respondent no. 5 i.e. the Executive Officer, Ranaghat-I, and submitted that after opening of the financial bid, the Tender Committee came to know that the respondent no. 9 is the highest bidder and accordingly he has been offered to deposit the amount, accordingly by a letter dated 28th January, 2025 he has submitted the offer to the respondent no. 5.

It is very unfortunate on the part of the Executive Officer that though the Executive Officer has submitted the report stating all the facts but has not stated in his report that the Tender Committee has accepted the finance bid and the respondent no. 9 was found highest bidder.

Considering the above this Court find that the respondent authorities have initially open the

technical bid wherein it is found that none of the bidder is having the five years experience and accordingly committee has relaxed the said condition and have taken a decision the highest bidder will be accepted. This Court also find that this tender is for the purpose of settlement of Ferry Ghat of Balagarh Sahebdanga Ferry Ghat and thus this tender is for the public interest and thus it is not proper for this Court to interfere that the tender process initiated by the respondent authority. This Court did not find any arbitrary action on the part of the respondent authority for proceeding with the said tender process.

Accordingly, this Court did not find any merit in the writ petition.

WPA 2343 of 2025 is dismissed.

However, there shall be no order as to costs.

Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings.

(Krishna Rao, J.)