

**IN THE HIGH COURT OF JUDICATURE AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

HEARD ON: 27.03.2025
DELIVERED ON: 27.03.2025

**CORAM:
THE HON'BLE CHIEF JUSTICE T.S. SIVAGNANAM
AND
THE HON'BLE JUSTICE CHAITALI CHATTERJEE (DAS)**

**M.A.T. 386 of 2025
With
I.A. No. CAN 1 of 2025**

**National Consumers Cooperative Store Ltd.
represented by its Secretary, Ashim Kumar Das
Vs.
The State of West Bengal & Ors.**

Appearance:-

**Mr. Anindya Lahiri
Mr. Arkadipta Sengupta
Mr. Tirthankar Dey**

.....For the Appellant

**Mr. Rajarshi Basu
Mr. Shehnaz Tareq**

.....For the State

(Judgment of the Court was delivered by T.S. SIVAGNANAM, C.J.)

1. This intra-Court appeal by the writ petitioner is directed against the order dated 11th March, 2025 in W.P.A. 5620 of 2025. The said writ petition was filed praying for issuance of a writ of mandamus directing the respondent authorities to cancel/rescind the memo dated 5th March, 2025 approving the name of the respondent no.7 against a bid of Rs.0.96 paise per quintal as the said rate offered by the respondent no.7 is absurd.
2. The learned Senior advocate appearing for the appellant would contend that the Notice Inviting Tender has various terms and conditions and in this regard has referred to Clause No. 8(1), (6), (12), (13) and (14). It is further submitted that in terms of Clause - 30(2), absurd rate offered by the bidder shall not be accepted. It is submitted that the rate offered by the respondent no.7 is wholly absurd inasmuch as he has offered the rate of Rs.0.95 paise per quintal, which is a rate

impossible to perform the contract given the cost that will be involved only for transporting the articles.

3. Further, to support the said contention, the learned Senior advocate has drawn our attention to the approved rates of tender for the year 2023-2024 wherein the appellant/society had offered at the rate of Rs.74.85/- and if the rates offered for 23 projects are perused, all the rates except one are above Rs.70/- per quintal. Therefore, it is submitted that the rate offered by the respondent no.7 being absurd, the Court should strike the same and cancel the tender.
4. Learned counsel appearing for the State has drawn our attention to Clause -11 of the terms and conditions of tender, which states that the registered distributors of Food and Supplies Department are eligible to participate in the tender process even if they do not fulfil the terms and conditions as mentioned in Column 10(i) and 10 (ii). It is submitted that this condition was introduced for the first time in the subject tender for the year 2024-2025 and it was not in place in the earlier tender notification.
5. It is further submitted that the bidders, who have existing infrastructure and registered distributors of Food and Supplies Department were made eligible to participate in the tender process, even if they do not fulfil the terms and conditions, as mentioned in Column 10(i) and 10 (ii).
6. In reply to the submissions made by the learned advocate appearing for the State, it is submitted that the respondent no.7 is not a registered contractor with the Food and Supplies Department.
7. In any event, it is for the tender inviting authority to consider as to what would be the reasonable rate that is acceptable to them and what will be the best rate, which will save the public exchequer and it is not for this Court to take over the duties and responsibilities of a tender inviting authority and act as a supervening body. Time and again, the Hon'ble Supreme Court has pointed out that the Courts should seldom interfere with the tender process unless and until it is

shown that the action was manifestly arbitrary or wholly illegal. In our view, the case on hand will not fall within any of those exceptions for us to interfere.

8. Thus, we find no ground to interfere with the order passed by the learned Single Bench.
9. Accordingly, appeal fails alongwith the connected application (I.A. No. CAN 1 of 2025) and are dismissed.
10. No costs.
11. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

(T.S. SIVAGNANAM)
CHIEF JUSTICE

I agree.

(CHAITALI CHATTERJEE (DAS), J.)