



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH AT NAGPUR**

**WRIT PETITION NO. 4289 OF 2024**  
**G.K. Transport Company Vs. Western Coalfields Limited and another**

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| Office Notes, Office Memoranda of Coram, Appearances, Court's orders or directions and Registrar's orders | Court's or Judge's orders |
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Mr. Anil Kumar, Advocate for Petitioner  
Mr. Nachiket Moharir, Advocate for Respondents

**CORAM: AVINASH G. GHAROTE AND  
ABHAY J. MANTRI, JJ.**

**DATED : 27<sup>th</sup> MARCH, 2025**

1. Heard Mr. Anil Kumar, learned counsel for the petitioner and Mr. Moharir, learned counsel for the respondents.

2. The petition questions the decision dated 06.07.2024 (page 80), whereby the petitioner has been debarred from participating in any tenders of the respondents, for a period of two years, from the date of issue of the communication. The learned counsel for the petitioner submits, that there was no conflict of interest as contemplated by clause 4.2(d) of the NIT (page 34), and merely because the petitioner and one Khanduja Coal Transport Co. had uploaded the bid from the same IP address, there cannot be said to be any conflict of interest in terms of clause 4.2. In support of the same, he places reliance upon **M/s Harsha Constructions Vs. Western**

**Coalfields Limited, Writ Petition No. 2677/2024  
decided on 23.09.2024.**

3. Mr. Moharir, learned counsel for the respondents while supporting the impugned decision, contends, that the conflict of interest clause is clearly applicable in the light of the language of clause (d) thereto, specifically so when it is not disputed that the petitioner and M/s Khanduja Construction Co. had uploaded their bids from the same IP address.

4. The impugned order indicates that the petitioner G.K. Transport Company and M/s Khanduja Coal Transport Co., both had bid for the NIT 40/2021-22, which was for transportation of coal loaded directly from bunkers to high tippers from Naheria UG Mine to EDC siding via Naheria weighbridge via bypass road and unloading at Pench area. It has come on record in the impugned decision, that both the aforesaid companies, had uploaded their bids from the same IP address i.e. 49.36.37.241. This would clearly indicate that the petitioner as well as M/s Khanduja Coal Transport Co. had joined hands, for the bidding activity in respect of the aforesaid NIT, as there cannot be same IP address for two different computers. As the same IP address was used by both of them, the user

of which is not disputed by Mr. Kumar, learned counsel for the petitioner, it would indicate to us, that the representatives of both the companies were sitting in the same room and using the same computer for uploading their bids. This would also indicate to us, that they had every opportunity to access information from each other and, therefore, either influence the other's bid or take into consideration the others offer for it's own bid. It is a different case altogether that both the companies have not been considered for the award of the work. However, since the above position is not disputed regarding the use of the same IP address, we find that clause 4.2.(d) of the conflict of interest (page 34) stands satisfied. We are, therefore, not inclined to interfere in the impugned decision insofar as findings rendered as indicated above is concerned. Harsha Constructions (supra) on facts is not applicable

5. Mr. Kumar, learned counsel for the petitioner has further argued that the imposition of debarment for a period of two years is excessive, more so, in view of the fact, that the petitioner has not been awarded the contract. He further submits that the period of debarment which has been undergone which is approximately a period of eight

months would be more than sufficient, and therefore, requests that the punishment be reduced. Mr. Moharir, learned counsel for the respondents, however, submits, that the conduct of the petitioner as indicated above would justify the quantum of punishment imposed.

6. Insofar as quantum of punishment is concerned, we find, that the petitioner has not been awarded any contract. The petitioner also, has been precluded from participating in any contract by the Western Coalfields Limited from the date of the impugned decision i.e. 06.7.2024, till date. We, therefore, feel that the punishment of debarment for a period of one year would suffice the purpose and would indicate to the petitioner that any such actions on his part would not be countenanced either the respondents or this Court. We therefore, maintain the punishment of debarment, however, reduce it to a period of one year from the date of impugned decision.

(ABHAY J. MANTRI, J.)

(AVINASH G. GHAROTE, J.)