

**CWP-4630-2021****IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH****226****CWP-4630-2021****Date of Decision : January 16, 2025****THE PUNJABI CO-OPERATIVE LABOUR AND
CONSTRUCTION SOCIETY LTD. AND ANR****-PETITIONERS****V/S****MUNICIPAL CORPORATION, KAPURTHALA****-RESPONDENT****CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI****Present: Mr. Raman Sharma, Advocate
for the petitioners.****Mr. Jagat Vir Dhindsa, Advocate
for the respondent.***********KULDEEP TIWARI, J. (ORAL)**

1. Fetching grievance from non payment of the works carried out by them in pursuance to the tender notice (Annexure P-1), the petitioners have approached this Court through filing the instant writ petition under Articles 226/227 of the Constitution of India, thus praying for issuance of directions upon the respondent to, in terms of the CSR dated 01.09.2020 (Annexure P-4), make payment of the works allotted and carried out by them.

2. The facts germane to disposal of the instant writ petition are that, the respondent floated the tender notice (Annexure P-1) on 21.08.2020 for execution of various works. The respective petitioners, being amongst the successful bidders, were allotted the works mentioned respectively at Sr.

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No.6 and Sr. No.1 of the tender notice. However, before the issuance of letter of allotment and even before finalization of tender, the respondent issued the corrigendum dated 01.09.2020 (Annexure P-4) to the effect that, the rates shall be applicable as per local government directions with respect to CSR issued on 25.08.2020. However, on completion of tender work, payment was made to the petitioners as per original tender rates.

3. This Court has heard the submissions made by the learned counsels for the contesting litigants and also perused the record.

4. In the instant case, there is no dispute with regard to the works carried out by the petitioners. The sole issue agitated before this Court is *“whether the petitioners are entitled for payment as per the rates mentioned in the corrigendum (Annexure P-4), or, as per the original tender rates furnished by them.”*

5. Record reveals that, the claim of the petitioners has been declined by the respondent only on the basis of clarification (Annexure R-5) issued by the Engineer-in-Chief, wherein became made a clarification that, works should be allotted to the concerned contractor/society as per rates quoted by him (tender rates) against particular estimate.

6. This Court is of the opinion that, in fact, the petitioners are entitled for the rates as per the corrigendum (Annexure P-4) issued qua original tender (DNIT). The reason for drawing this inference stems from the fact that, consequent upon the tender notice (Annexure P-1) becoming floated by the respondent, the petitioners submitted their bids on 01.09.2020 and on the same day itself, the corrigendum (Annexure P-4) was also issued,

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thereby declaring that the rates shall be applicable as per local government directions with respect to CSR issued on 25.08.2020. Once there is a clear cut clarification issued regarding payment of rates, through issuance of corrigendum (Annexure P-4), and only post thereto, the works were allotted to the petitioners, therefore, there was no occasion for the respondent to calculate the payment of works done as per the original tender rates. Moreover, insofar as the clarification (Annexure R-5) is concerned, the same is in fact a vague clarification, which cannot be construed to be applicable to the works allotted to the petitioners.

7. In summa, the respondent is directed to, within three months from today, recalculate the amount payable to the petitioners in accordance with the corrigendum (Annexure P-4) and make payment thereof.

8. Disposed of accordingly.

January 16, 2025
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(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No