

(2015) 06 MEG CK 0007

In the Meghalaya High Court

Case No : WP(C) Nos. 76 and 77 of 2013

Dynamic Shells India Pvt. Ltd. and Others

APPELLANT

Vs

Union of India and Others

RESPONDENT

Date of Decision : 19-06-2015

Acts Referred:

Citation : (2015) 06 MEG CK 0007

Hon'ble Judges : Sudip Ranjan Sen, J

Bench : Single Bench

Advocate : M.F. Qureshi and S.S. Sisodia, for the Appellant; K. Paul, CGC, Advocates for the Respondent

Final Decision : Disposed off

Judgement

Sudip Ranjan Sen, J.

1. When the matters came up for hearing WP(C) No. 76 of 2013 and WP(C) No. 77 of 2013 are taken up together for disposal by this common judgment and order as the parties as well as the issues involved are the same.

The brief fact of the case in WP(C) No. 76 of 2013 is that:

"The Petitioner is the manufacturer of weatherproof prefabricated PVC shelters, the product is patented and one of the best shelters available in World market. The state of art manufacturing unit is situated Bawal, Distt: Rewari (Haryana). These shelters are being supplied to various Military, Para Military Forces, State Govts, Civil Authorities and in public market. However, Petitioner was commissioned as a Contractor to supply and erect above mentioned shelter for the Respondents by way of a Tender floated by the Respondent Assam Rifles. The Petitioner had complied with all the requirements of the Respondents in order to commence work on the said contract which also included furnishing of a performance guarantee from a nationalized or scheduled bank. However, at a later stage, in connivance with certain dubious competitors and business, certain elements within the Respondent Organisation conceived and floated rumors of

forgery and wrong doing against the Petitioner and alleging a Bank Guarantee as above mentioned to be forged, got the Petitioner black listed and its supply orders cancelled. The Petitioner has been representing to the Respondents since then and has been offering to furnish fresh Bank Guarantee to the Respondents. However, the Petitioner's representation have not been considered by the Respondents due to undue pressure from the competitors, hence, the Petitioner has preferred the present Writ Petition before this Hon"ble Court".

The brief fact of the case in WP(C) No. 77 of 2013 is that:

"The Petitioner is the supplier of weatherproof prefabricated PVC shelters, the product is patented and one of the best shelters available in World market. The state of art manufacturing unit is situated Bawal, Distt:: Rewari (Haryana). These shelters are being supplied to various Military, Para Military Forces, State Govts, Civil Authorities and in public market. However, Petitioner was commissioned as a Contractor to supply and erect above mentioned shelter for the Respondents by way of a Tender floated by the Respondent Assam Rifles. The Petitioner had complied with all the requirements of the Respondents in order to commence work on the said contract which also included furnishing of a performance guarantee from a nationalized or scheduled bank. However, at a later stage, in connivance with certain dubious competitors and business, certain elements within the Respondent Organisation conceived and floated rumors of forgery and wrong doing against the Petitioner and alleging a Bank Guarantee as above mentioned to be forged, for the Petitioner black listed and its supply orders cancelled. The Petitioner has been representing to the Respondents since then and has been offering to furnish fresh Bank Guarantee to the Respondents. However, the Petitioner's representation have not been considered by the Respondents due to undue pressure from the competitors, hence, the Petitioner has preferred the present Writ Petition before this Hon"ble Court".

2. Mr. M.F. Qureshi, learned counsel assisted by Mr. S.S. Sisodia, learned counsel for the petitioners submits that, the allegation against the petitioner was that, the petitioner has submitted a forged bank guarantee of Syndicate Bank to the respondents/Assam Rifles. As a result, the petitioner has been blacklisted from the lists of contractors of the Assam Rifles. The learned counsel raised a question that, no loss has been caused to the respondents, besides that, no proper enquiry was conducted before blacklisting the petitioner. The learned counsel also argued that, the petitioner was blacklisted on 02.11.2011 and the FIR was filed only on 01.04.2013. So, necessary directions may be issued.

3. On the other hand, Mr. K. Paul, learned CGC vehemently submits that, the petitioner has submitted a forged bank guarantee to the Assam Rifles and there is no doubt and the documents is on record and the same was confirmed by the Syndicate Bank. The learned counsel also submitted that, a case has already been registered by Economic Offences Wing and the matter is under investigation. The learned counsel also further submits that, proper enquiry was conducted and after enquiry, he was found guilty. So, he has been blacklisted by

the respondents/Assam Rifles from the contractor lists.

4. In reply to the submission advanced by Mr. K. Paul, learned CGC, Mr. M.F. Qureshi, learned counsel for the petitioners further submits that, even if it is presumed that, all the formalities were followed before blacklisting the petitioner, but they should not blacklist him forever, which tantamount to stigma in the profession and personal life of the petitioner. The learned counsel for the petitioners further submits that, the petitioner is ready to file a representation, and if the respondents consider the same, taking into consideration the past record of the petitioner.

5. After hearing the rival submissions advanced by the learned counsel for the parties and on perusal of the record before me, I am not in a position to interfere with the petition as there is a serious allegation involved in the case and the matter is under investigation. At best, this court can direct the respondents/ Assam Rifles to consider the quantum of punishment taking into consideration the past record of the petitioner if at all any representation is filed by the petitioner within the framework of rules and laws.

6. With these observations and directions, by this common judgment and order, both the WP(C) No. 76 of 2013 and WP(C) No. 77 of 2013 stands disposed of.

7. No order as to costs.