
(2011) 04 MAD CK 0289

In the Madras High Court

Case No : Writ Petition (MD) No. 7238 of 2008 and M.P. (MD) No's. 1 and 2 of 2008

Pra. Veeramani

APPELLANT

Vs

The Additional Director General of Prisons and The
Superintendent, Borstal School

RESPONDENT

Date of Decision : 05-04-2011

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2011) 04 MAD CK 0289

Hon'ble Judges : D. Hariparanthaman, J

Bench : Single Bench

Advocate : G.R. Swaminathan, for the Appellant; B.K. Rajendran, Additional Government Pleader, for the Respondent

Final Decision : Dismissed

Judgement

D. Hariparanthaman, J.—The Petitioner is an approved contractor for the supply of dietary articles required for the Borstal School, Pudukkottai for the year 20082009, pursuant to the contract dated 26.03.2008, entered into between the Petitioner and the Additional Director General of Prisons. The aforesaid contract was entered into, after calling for tender and the Petitioner was a successful tenderer. The contract period was between 01.04.2008 to 31.03.2009. He has to supply various dietary articles. He supplied only upto 31.07.2008 and thereafter, he failed to supply the articles on the ground that he supplied articles above the probable quantity. He made a request that he may be relieved from his obligation of supplying dietary articles as he supplied more than the probable quantity. His request was rejected by the impugned order, dated 28.07.2008 passed by the first Respondent. Thereafter, the consequential order dated 30.07.2008 was passed by the second Respondent that the security deposit of Rs. 25,000/- was forfeited, as he failed to supply articles as agreed to in the contract. The Petitioner has now come forward with the present writ petition to quash the aforesaid order dated 28.07.2008 of the first Respondent and the order dated

30.07.2008 of the second Respondent.

2. The Respondents filed a counter-affidavit refuting the allegations. The Respondents have stated that as per the terms of the contract and the conditions of tender, the Petitioner is bound to supply upto 31.03.2009 and on the other hand, the Petitioner wanted to quit the contract on 31.07.2008. In these circumstances, the security deposit was forfeited.

3. Heard Mr. G.R. Swaminathan, learned Counsel appearing for the Petitioner and Mr. B.K. Rajendran, learned Additional Government Pleader appearing for the Respondent and also perused the records including the original agreement entered into between the parties.

4. As per the contract conditions, the security deposit of the Petitioner would be forfeited.

5. The contract condition Nos. 26 and 43 are extracted hereunder:

26. If the Contractor fails to supply the required articles after accepting his rates, the Earnest Money Deposit made by him will be recovered as per the tender condition and action will also be taken for not to participate in the contract for the next five years as black listing his name.

43. If the contractor is not willing to follow the tender conditions his security deposit money will be forfeited to Government. Due to his failure to supply the articles to which the contract is settled the same will be purchased locally and the loss incurred if any by the Government will be recovered from the Contractor by taking appropriate action.

6. Further, in the realm of contract, this Court has very limited jurisdiction under Article 226 of the Constitution of India. Hence, I do not find any infirmity in the impugned order dated 28.07.2008 of the first Respondent as well as the impugned order dated 30.07.2008 of the second Respondent. Accordingly, the writ petition is dismissed. Consequently, connected miscellaneous petitions are also closed. No costs.