

(2018) 03 PAT CK 0082

In the Patna High Court

Case No : Civil Writ Jurisdiction Case No.5212 of 2018

Ramakant Singh

APPELLANT

Vs

The State Of Bihar & Ors

RESPONDENT

Date of Decision : 22-03-2018

Acts Referred:

Citation : (2018) 3 PLJR 33

Hon'ble Judges : VIKASH JAIN

Bench : Single Bench

Advocate : S.D. Sanjay; Lal Babu Singh; Sita Ram Yadav; Anukriti Jaipuriyar;

Final Decision : Dismissed

Judgement

S. No., "Notice Inviting Tender floated in the year 2012", "Fresh Notice Inviting Tender floated on 09.03.2018

1., "The license was for a period of 2 years and was eligible for extension for 5 years subject to fulfillment of terms and conditions.", "The license is for a period of 10 years subject to fulfillment of terms and conditions.

2., "The Management fees for the operation and maintenance of the Hotel was

subject to enhancement @
10% year.", "The Management fees for The
operation and maintenance of the
Hotel is subject to enhancement
@ 5% year.

3., "Subletting was expressly
restricted.", "Subletting has permitted.

4., "A registered company,
partnership, proprietorship firm,
registered society or individual
could submit the bid.", "Only Public and Pvt. Ltd.
Company can submit their bids.

5., "In order to be eligible for
bidding it was required
to have an average turnover of Rs.
50 lakhs for past 5 years.", "In order to be eligible for bidding
it was required to have an
average turnover of Rs. 5 Crores
for past 3 years.

evident from his letter dated 30.01.2018 addressed to Hon'ble Minister,
Tourism Department, Patna requesting for extension of term of lease.",,

Such extension was granted to the petitioner by letter dated 08.02.2018
(Annexure-P/6) upto 31.03.2018 and for which the petitioner duly made,,

payment of the requisite amount of Rs. 5,60,205/- thereafter. It is pointed that
had the lease been for a period of more than five years in the",,

aggregate, the petitioner would have deposited the annual amount of charges for
the 6th year three months before expiry of the 5th year as",,

required in the case of the earlier years, but this has also not been done.",,

7. Learned counsel for the respondent further submits that the short tender
notice cannot be said to be discriminatory as the eligibility criteria applies,,

to all persons and is not intended to exclude any one person or another, much
less the petitioner.",,

8. Having heard learned counsel for the parties and on consideration of the materials available on record, this Court finds the writ petition",,, completely devoid of merit. A bare perusal of the preamble of the allotment letter dated 04.01.2013 clearly states that the license was intended for,, a period of 2/3/5 years and not for 7 years as contended on behalf of the petitioner. Similarly, the lease agreement dated 04.01.2013 also",,, enumerates annual charges to be paid year-wise from the 1st year upto the 5th year. There is no mention of charges for the 6th year and the 7th,, year, which supports the contention of the respondents that the lease period stated in Clause 7 of the agreement could only mean an initial period",,, of two years extendable by a further period of one year each for 3 years. In view of the petitioner's own admission in his letter dated,, 30.01.2018 that expiry of the term of lease was on 04.02.2018, it is hardly open for him now to contend otherwise. Moreover, the term of lease",,, having been extended till 31.03.2018 and the petitioner having duly paid charges of Rs. 5,60,205/- pursuant thereto, the question of legitimate",,, expectation beyond the period of extension cannot arise. Similarly, the mere fact that the petitioner made substantial investment by way of",,, installation of air-conditioner and furniture cannot entitle him to a right to continue under the agreement beyond the period of 5 years contemplated,, therein. This Court is of the view that there is nothing in the short tender notice to indicate that it was intended to target the petitioner alone",,, excluding him from participation. The period under the agreement with the petitioner as extended upto 31.03.2018 would be coming to an end,, soon, and as such the respondents were within their rights to issue a fresh short tender notice. It is within their exclusive domain to decide the terms",,, on which fresh licence would be granted. Nothing in the short tender notice can be said to be arbitrary and discriminatory.,,

9. The writ petition accordingly stands dismissed.,,