
(2013) 02 P&H CK 0216
In the Punjab And Haryana At Chandigarh
Case No : C.W.P. No. 1670 of 2013

Sanpreet Singh

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision : 04-02-2013

Acts Referred:

Citation : AIR 2013 P&H 152 : (2013) 2 RCR(Civil) 826

Hon'ble Judges : Rekha Mittal, J; Hemant Gupta, J

Bench : Division Bench

Advocate : D.P.S. Randhawa, for the Appellant; Rajinder Goyal, A.A.G., Punjab, for the Respondent

Judgement

Hemant Gupta, J.—The petitioner has invoked the writ jurisdiction of this Court claiming a writ of mandamus to grant approval to the bid given by the petitioner in the auction conducted on 10.1.2013. The respondents conducted E-Auction to grant mining lease in the area of Amritpur, District Kapurthala. The highest bidder in the said auction has offered bid of Rs. 20,12,00,000/- as against the petitioner, who had offered bid of Rs. 2,10,00,000/-. The highest bidder did not deposit 25% of the bid amount, therefore, the petitioner claims that he being the next highest bidder is entitled to acceptance of his bid as per Clause VIII of the auction notice.

2. Mr. Rajinder Goyal, learned Additional Advocate General, Punjab has pointed out that keeping in view the wide gap of the bid given by the petitioner and the highest bidder and on account of failure of the petitioner to match the highest bid of Rs. 20,12,00,000/-, it has been decided to scrap the earlier auction process and to conduct a fresh one, i.e., auction 14.2.2013.

3. Learned counsel for the petitioner has vehemently argued that in terms of the tender conditions, the respondents are bound to accept the bid offered by the petitioner. He has referred to the following judgments:-

(i) Tata Cellular Vs. Union of India,

(ii) Meerut Development Authority Vs. Association of Management Studies and Another, and

(iii) Prestress India Corporation Vs. U.P. State Electricity Board and Others,

4. We do not find that the said judgments advance the argument raised by the petitioner in any substantive manner. In fact in Meerut Development Authority's case (supra), it has been held as under:-

17. A is an offer. It is something which invites and is communicated to notify acceptance. Broadly stated it must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available in cases where it is established that the terms of the invitation to tender were so tailor made to suit the convenience of any particular person with a view of eliminate all others from participating in the bidding process. The bidders participating in the tender process have no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner and free from hidden agenda. One cannot challenge the terms and conditions of the tender except on the above stated ground, the reason being the terms of the invitation to tender are in the realm of the contract. No bidder is entitled as a matter of right to insist the Authority inviting tenders to enter into further negotiations unless the terms and conditions of notice so provided for such negotiations.

5. A Full Bench of this Court in Subhash Chand Vs. State of Haryana and Others, considered the questions of right of the highest bidder, wherein it has been held that the highest bidder has no legally enforceable right in his favour so as to seek confirmation of sale but the state cannot refuse to confirm sale without any valid reason. Keeping in view the law laid down by the Full Bench of this Court in Subhash Chand's case (supra), we do not find that the petitioner has any legally enforceable right so as to seek confirmation of his bid, as the difference in the highest bid offered and the bid of the petitioner is approximately Rs. 18 crores.

Dismissed.