

(2023) 02 CHH CK 0021
In the Chhattisgarh High Court
Case No : Writ Petition (Civil) No. 755 Of 2020

Vijay Advertising & Consultancy

APPELLANT

Vs

State Of Chhattisgarh

RESPONDENT

Date of Decision : 06-02-2023

Acts Referred:

Citation : (2023) 02 CHH CK 0021

Hon'ble Judges : Arup Kumar Goswami, CJ;P. Sam Koshy, J

Bench : Division Bench

Advocate : Rajeev Shrivastava, Isha Jajodiya, Trivikram Nayak, Chandresh Shrivastava

Final Decision : Disposed Of

Judgement

1. Heard Mr. Rajeev Shrivastava, learned senior counsel, assisted by Ms. Isha Jajodiya, learned counsel for the petitioner. Also heard Mr.Trivikram Nayak, learned Panel Lawyer, appearing for respondents No.1 & 2 and Mr.Chandresh Shrivastava, learned counsel, appearing for respondent No.3.
2. The petitioner was awarded sole rights for outdoor advertisement in railway circulating area for Bilaspur Railway Station.
3. By this writ petition, the petitioner, amongst others, has prayed for quashing the tender notice dated 29.01.2020, as amended on 14.02.2020.
4. Tender inviting notice was issued for empanalment of agencies and for fixing of rate in respect of 'A' class, 'B' class and 'C' class hoardings for the financial years 2020-21 to 2022-23.
5. Though not specifically pleaded in the writ petition, during the course of argument, Mr.Rajeev Shrivastava submits that the petitioner was aggrieved by clause 15 of the tender notice pertaining to class 'A' hoardings and class 'B' hoardings, which stipulated erection of specific number of hoardings by the intending tenderer.

6. Clause 15 of the tender notice, according to Mr.Rajeev Shrivastava, disentitled the petitioner from participation in the aforesaid tender process and therefore, recourse was taken to file the writ petition.

7. Placing reliance on the return filed by respondent No.3, Mr.Chandresh Shrivastava submits that by a corrigendum dated 26.02.2020, clause 15 was suitably amended and as a result of the same, the petitioner could have participated in the tender in question. He further submits that despite clause 15 having been suitably amended, the petitioner did not participate in the tender process.

8. Perusal of the order dated 20.04.2022 of this Court goes to show that Mr.Rajeev Shrivastava had submitted that he would file an application for amendment of the writ petition.

9. Though almost 10 months have been elapsed, no such application for amendment has been filed.

10. Mr.Rajeev Shrivastava submits that necessity for filing the amendment application had arisen because though clause 15 had been amended, which otherwise permitted the petitioner to take part in the tender process, there are certain aspects therein which prejudicially affects the petitioner. It is submitted by him, only three days' time was permitted to the petitioner to submit tender. It is submitted by him that as the term of the present empanelment is going to expire on 31.3.2023, the issue raised in this writ petition has become more or less academic in nature. He submits that if the respondents issues similar tender notice in future, liberty may be reserved to the petitioner to assail the same.

11. At this juncture, Mr.Chandresh Shrivastava submits that as the period of empanelment had commenced from August, 2020, the present empanelment will continue upto August, 2023.

12. Mr.Rajeev Shrivastava submits that though as submitted by Mr.Chandresh Shrivastava, period of present empanelment will expire in the month of August, 2023, same will not substantially alter the situation.

13. Taking note of submissions of learned counsel for the parties, the writ petition stands disposed of giving liberty to the petitioner to assail any such tender notice for empanelment issued in future, if the petitioner is in any way aggrieved, including if there is any such clause as incorporated under clause 15 of the corrigendum dated 26.02.2020.