

HON'BLE SRI JUSTICE S.V.BHATT

W.P.No.82 OF 2015

ORDER:

Heard Sri C.Ramachandra Raju, learned counsel for petitioner and Sri T.S.Venkata Ramana for respondent.

The petitioner prays for Mandamus directing the respondent to send allotment letter to the petitioner for awarding contract for running vehicle parking stand i.e., Premier Parking Stand at Secunderabad Railway Station in conformity with the acceptance of tender of petitioner by declaring the action of respondent in delaying to send allotment letter to the petitioner, as highly unjust and contrary to terms of tender notice No.C/C/300/VPS/SC-PPS/Qtn/14 dated 12.12.2014.

The averments, in brief, are that the respondent issued tender notice dated 12.12.2014 to run the vehicle parking stand at Secunderabad railway station (premier parking stand) for a period of three months or till finalization of fresh tenders, whichever is earlier on temporary basis for the locations stated in the tender notice. The petitioner offered the bid for a sum of Rs.15,30,009/- for three months towards licence fee for running the premier parking stand. The reserve price is prescribed at Rs.13,42,361/-. On 19.12.2014, the tenders were opened by the respondent. The definite case of petitioner is that the respondent accepted the tender of petitioner on the same day. In spite of acceptance of tender, the respondent did not send allotment letter after a lapse of two weeks. The petitioner claims to have personally approached the respondent and the respondent has been postponing the issue of allotment letter under one pretext or the other. In the case on hand, the respondent is deviating from the normal practice of issuing allotment letter within two days from the date of

acceptance. It is stated the uncertainty in issuing the allotment letter compelled the petitioner to approach this Court by filing the present writ petition for the relief stated above.

In sum and substance, the case of petitioner is that the tender of petitioner for a sum of Rs.15,30,009/- towards licence fee was accepted by the respondent and the non-issue of allotment letter is illegal, contrary to the tender conditions and unconstitutional.

The respondent opposes grant of any relief to the petitioner on the premise of alleged acceptance of petitioner's tender by the respondent. The case of respondent is that against the tender notice dated 12.12.2014, the respondent received one offer of petitioner for a sum of Rs.15,30,090/- for three months. The accepting authority ordered for holding one round of negotiation with the lone bidder, as the offer of Rs.15,30,090/- is less than the regular tender rate of Rs.15,66,668/-. The successful bidder Mrs.K.Padmaja in the regular tender of the same contract has complied with the tender conditions, made payment of licence fee, security deposit etc., and requested to commence the contract from 01.01.2015. The tender notice dated 12.12.2014 is for all purposes a short tender or the entrustment of tender is till finalization of regular tenders by the department. As the regular tender is finalized and commencement letter dated 30.12.2014 since has been issued, the respondent claims to have cancelled the tender notice dated 12.12.2014. It is stated that the refund of EMD to the petitioner is under process. From the stand taken by the respondent, it is clear that pursuant to tender notice dated 12.12.2014, the respondent received the lone offer of petitioner. The offer of petitioner is found to be less than the regular tender rate of Rs.15,66,668/-.

The accepting authority has ordered for holding one round negotiation with the petitioner. As a matter of fact, the occasion to hold negotiation with the petitioner has not arisen, for Mrs.K.Padmaja, whose highest bid has complied with the tender conditions was permitted to commence the contract from 01.01.2015. The respondent refers to the reasons for not entrusting or issuing allotment letter to the petitioner.

As already noted, the premise on which the jurisdiction of this Court is invoked is acceptance of petitioner's tender and non-issuance of allotment letter to the petitioner is illegal. In the opinion of this Court, the plea suffers from contradiction. The petitioner/bidder who has participated in the tender process has no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by the interested persons in response to the notice inviting tenders in a transparent manner and free from hidden agenda. Till final acceptance of the bid has been communicated by the competent authority, the highest bidder does not acquire vested right for enforcement of a right in a Court of law.

The right of a tenderer is well defined and principle laid down by the Apex Court in **U.P. AVAS EVAM VIKAS PARISHAD V.**

OM PRAKASH SHARMA^[1] and **MEETUR DEVELOPMENT AUTHORITY V. ASSOCIATION OF MANAGEMENT STUDIES AND ANOTHER**^[2] is referred to.

In the case on hand, the decision taken by the accepting authority is to hold one round of negotiation with the petitioner did not go through. Before negotiation could be held with the petitioner, as already noted, Mrs.K.Padmaja has complied with regular tender conditions and was permitted to

commence the contract w.e.f., 01.01.2015. The respondent claims to have cancelled the tender notice dated 12.12.2014. The petitioner has failed to make out a case for grant of any relief and the writ petition fails.

The writ petition is, accordingly, dismissed. There shall be no order as to costs.

Miscellaneous petitions, if any, pending in this writ petition shall stand closed.

**S.V.
BHATT, J**

03rd February, 2015

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[\[1\]](#) 2013 (5)SCC 182

[\[2\]](#) 2009 (6)SCC 171