

(2011) 07 P&H CK 0209

High Court Of Punjab And Haryana At Chandigarh

Case No: Civil Writ Petition No. 14072 of 2009

M/s Vikrant Life Sciences (P) Ltd.

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision: July 7, 2011

Acts Referred:

- Constitution of India, 1950 - Article 14, 226

Citation: (2011) 163 PLR 543

Hon'ble Judges: K. Kannan, J

Bench: Single Bench

Final Decision: Dismissed

Judgement

K. Kannan, J.

The writ petition contains" the prayer in the nature of mandamus to direct the respondent to allow the petitioner an appropriate increase in price for supply of drugs against a tender which was opened on 17.11.2006. It appears that although the petitioner was the lowest tenderer, the tender was not accepted in its favour and therefore the petitioner had filed a writ petition in CWP No. 1636 of 2007. The writ petition was allowed on 1.11.2007 but when the supply was still not procured from the petitioner, the petitioner had complained of contempt of Court through a petition COCP No. 1069 of 2008. The Court closed the petition recording the statement that the government will issue the purchase order. When the petitioner was favored with the purchase order at the same rate at which the rates were quoted when the tender was floated in 2006, the petitioner found the price to be unviable. The writ petition is therefore, filed for allowing the petitioner an appropriate increase in price.

2. In my view, the prayer contained in the writ petition is not capable of being a subject of judicial adjudication. Courts are not appropriate institutions for negotiating price for the benefit of any one party. If the rate as quoted already has

become unviable over a period of time and the parties cannot help themselves to a fresh bargain at a renegotiated price, there is hardly a scope for the Court to intervene to secure the benefit for the party. If the petitioner's grievance is that the State is securing the supplies without putting the process of issuing supply orders on a pick and choose policy, the petitioner

will have an independent ground to urge that such action will be governed by Constitutional precept of Article 14. The petitioner cannot seek a mandamus that the petitioner shall be granted a higher rate than what he had quoted in the year 2006.

3. Price is a contractual term in which the Court will make no interference in the exercise of jurisdiction under Article 226, as laid down through pronouncements of the Hon'ble Supreme Court in Ram Singh Vijay Pal Singh and Others Vs. State of U.P. and Others, and Dhampur Sugar (Kashipur) Ltd. Vs. State of Uttranchal and Others, . The writ petition is accordingly dismissed.