

IN THE HIGH COURT OF JHARKHAND AT RANCHI

W. P. (C) No. 895 of 2008

Prakash Engineering ... Petitioner
Versus
M/s. Bharat Cooking Coal Limited & others Respondents

CORAM: HON'BLE MR. JUSTICE APARESH KUMAR SINGH

For the Petitioner : M/s. Sujit Narayan Prasad, Nitin Prasad, Advs.
For the Respondents : Mr. Ananda Sen, Adv.

04/21.12.2012 Heard learned counsel for the parties.

The petitioner had come before this court for a direction upon the respondents to accept the Control Panel of MAMC-11 Dredger which is lying with the petitioner after its rehabilitation work as per the Letter of Intent which was handed over to him on 29th, April, 1999. The petitioner has also sought for a direction upon the respondents to release the payment which the petitioner has incurred in rehabilitation work of MAMC-11 Dredger amounting to Rs. 4,94,633.00/- According to the petitioner, who is S.S.I Unit at Ranchi, it is submitted that the quotation for rehabilitation work of control panel of MAMC-II dredger at Bhowra Shore Plant was submitted by him, for which sealed quotations were invited. On completion of negotiation the petitioner's application was found to be satisfactory and the Management issued Letter of Intent for repairing of 11 KV PT-CT Unit. Against the tender no. 82 dated 9/10-04-1999 a letter of intent was issued for repairing of three numbers of 11 KV PT-CT Unit with setting up of three numbers of metering unit at the total cost of Rs. 1,40,400 vide Annexure-4. Learned counsel for the petitioner submits that the materials meant for rehabilitation were handed over vide challan dated 22nd April, 1999 (Annexure-6) in respect of which vide Annexure-4 dated 29th April, 99, letter of intent was issued to him. It is submitted that after rehabilitation work was over the petitioner was surprised to receive a communication dated 1st June, 1999 from the respondents informing that Letter of Intent has been kept in abeyance for the time being. It is submitted that since that date the item referred to in Annexure-6, which were handed over to him for rehabilitation work vide letter dated 22nd April, 99, are lying in his premises after he has undertaken the repair but neither the respondents are accepting the said items which belong to them nor any payment is being made despite representations made vide Annexures 7 & 10 series.

The respondents have filed their counter affidavit, wherein it is stated that only a letter of intent was executed, but no contract was

entered into with the petitioner and none of the dues claimed by the petitioner are admitted.

After hearing learned counsel for the parties and having gone through the relevant materials on record, it appears that the respondents are required to arrive at a conscious decision over the issue as the respondents themselves had handed over certain materials for rehabilitation vide Annexure-6 dated 22nd April, 99 and in respect of which a letter of intent was issued on 29th April, 99. A letter by which the L.O.I has been kept in abeyance has been issued after more than one month on 1st June, 99 and, as it appears from the statement of the petitioner, these items are still lying in the petitioner's premises although they belong to the respondents.

In these circumstances, the petitioner is permitted to approach the respondent no. 2, General Manager, BCCL, B.B.Camp, Patherdih, Dhanbad, with a fresh representation for redressal of his aforesaid grievance within a period of 3 weeks together with all necessary facts and supporting document. In case, such a representation is made before the respondent no. 2 General Manager, BCCL, B.B.Camp, Patherdih, Dhanbad, he shall consider the same, in accordance with law and pass a reasoned and speaking order within a period of 12 weeks thereafter, which shall also be communicated to the petitioner. Any consequential action would be dependent upon the reasoned order passed by the respondent no.2 as indicated hereinabove.

With the aforesaid observations/directions, this writ petition stands disposed of.

(Aparesh Kumar Singh,J)

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