



2026:HHC:4957

**IN THE HIGH COURT OF HIMACHAL PRADESH,
SHIMLA**

**CWP No. 6271 of 2024
Reserved on 31.12.2025
Pronounced on: 27.02.2026**

M/s Zenith-Event & Services and another
...Petitioners.

Versus

State of HP and others
.....Respondents.

Coram:

**The Hon'ble Mr. Justice G.S. Sandhawalia, Chief Justice.
The Hon'ble Mr. Justice Jiya Lal Bhardwaj, Judge.**

Whether approved for reporting? Yes.

For the petitioners: Mr. R.K. Bawa, Senior Advocate with
Mr. Ajay Kumar, Advocate.

For the respondents: Mr. Pranay Pratap Singh, Additional
Advocate General.

G.S. Sandhawalia, Chief Justice.

Petitioner No. 1, which is a partnership firm, duly registered with the Directorate of Industries, Government of Himachal Pradesh who by the medium of the instant petition, seeks quashing of impugned orders having endorsement dated 09.02.2024 (**Annexure P-14**) and impugned action/order of respondents No. 2 and 3 forfeiting the performance security and earnest money as

contained in the noting sheet and further to release the earnest money/security amount deposited by the petitioners in compliance of the terms and conditions of notice inviting tender dated 12.09.2023 published in daily newspaper, i.e., The Tribune dated 13.09.2023 (**Annexure P-4**). By virtue of the impugned order dated 09.02.2024 (**Annexure P-14**), the respondents have forfeited a sum of Rs.15,67,597/- out of this sum of Rs.16,00,000/- of Security Deposit/Earnest Money and refunded only Rs.46,887/- on account of being the proportionate amount of unauthorized encroachment surrounding the German Hangers occupied by the petitioner as reported by the possession/Encroachment Removal Committee.

2. Apparently respondent No.2 issued notice inviting tender dated 12.09.2023, (Annexure P-4) for the allotment of space, including complete erection and installation of FOUR GERMAN HANGERS in Dussehra Mela (Sports), Ground Dhalpur for Dussehra festival, 2023 which was to be submitted in the office of respondent No.2 on or before 28th September, 2023 upto 2.00 pm with clearly marked on the top of envelope "Bid for allotment of space, including complete erection and installation of German

Hanger No..." bids respectively along with German Hanger number applied for in block letters", as per the terms and conditions contained in Annexure P-5 (colly). It was also provided that the bids will be opened on the same day at 2.30 pm at DRDA Hall, Kullu in the presence of bidders and tender committee. The application forms could be downloaded from the official website of Deputy Commissioner office Kullu and tender fee was to be submitted along with technical bid in the shape of demand draft in favour of Deputy Commissioner-cum-Vice Chairman, Dussehra Festival Committee. Earnest money of Rs. 1.00 (Rs. One Lakh) per German Hanger in the shape of bank draft/FDR in favour respondent No.2 was required to be attached along with technical bid and the bid, without earnest money would be summarily rejected. Respondent No.3 is stated to have also issued addendum dated 19.09.2023, (Annexure P-6) containing further instructions/terms and conditions for the subject tender.

3. The petitioners filed their bid for allotment of space, including complete erection and installation for Four ODAY \German Hangers in Dussehra Mela Ground Dhalpur for Dussehra festival, 2023. The bids of the petitioners were

approved by the respondents/Dussehra festival Committee as petitioners were the highest bidders. The petitioners were allotted four numbers of German Hanger No.1, 2, 3 and 4 vide letter of approval dated 06.10.2023 Annexure P-7) for Rs.2,03,22,615/-.

4. The Committee constituted under Dussehra Festival-2023 is stated to have allocated space for four No(s) German Hangers (Dome) to the petitioners, who were the highest bidders, after completion of all the codal formalities. The petitioners had deposited security amount in the form of 04 FDRs of Rs. 1.00 lakh each and one FDR of Rs. 12.00 lakh pledged by the petitioner No.1 in favour of respondent No.2. As per terms and conditions of the tender, the petitioners were required to deposit earnest money @ Rs. 1.00 lakh per German Hanger in the shape of bank draft in favour of Deputy Commissioner-cum-Vice Chairman, Dussehra Festival Committee, Kullu and further the petitioners were required to deposit performance security deposit of Rs. 4.00 lakhs (Rs. Four Lakhs) only per German Hanger in the shape of bank draft/FDR in favour of Deputy Commissioner-cum-Vice Chairman, Dussehra Festival Committee, Kullu being highest bidder/successful bidder.

5. As per Clause 9 of the terms and conditions as contained in Annexure P-1 of the notice inviting tender, it was provided that the successful bidder has an option to get his EMD adjusted in the amount of security deposit. It was further provided under the said Clause that the amount of security deposit shall be returned after successful completion of the job/Dussehra festival subject to the recommendation of the technical Committee and approval of the authority. The petitioners had deposited FDRs deposit/ pledged FDRs, total amounting to Rs. 16.00 lakhs with the respondents in pursuance to the notice inviting tender. The letter dated 02.05.2024 (Annexure P-8) (colly) has been issued by the Branch Manager, Union Bank, Kullu to the petitioner No.2 along with copies of all 4 FDRs of Rs. 1.00 Lakh each and one FDR of Rs. 12.00 lakh, pledged by the petitioners in favour of Deputy Commissioner-cum-Vice Chairman, Dussehra Festival Committee, Kullu.

6. It is averred that in pursuance to the notice inviting tender, petitioners had completed the job of erection and installation of four German Hangers in Dussehra Mela (Sports), Ground Dhalpur for Dussehra Festival, 2023. Petitioners are stated to have performed

their job strictly in consonance with the terms and conditions of notice inviting tender dated 12.09.2023. It is further averred that in the proceedings of the negotiation meeting held for allotment of space, including complete erection and installation of four German hangers held on 01.10.2023 (Annexure P-9) under the Chairmanship of Hon'ble Chief Parliamentary Secretary (MPP & Power, Forest, Tourism and Transport), HP. Government-cum-Chairman, Dussehra Festival Committee, Kullu, in addition to the space allotted to the petitioners, some more space was provided towards the site of Basket Ball Court by way of shifting location of fire tenders. After negotiations, petitioners gave their consent to undertake the work of complete erection and installation of four German Hanger at Rs. 1,72,22,555/- excluding GST.

7. It is further averred that after the completion of Dussehra festival on 12.11.2023, petitioners handed over the vacant spaces allotted to them to the authorities concerned and requested the authorities to release performance security deposit and earnest money in their favour. All the 04 FDRs of Rs. 1.00 lakh, each and FDR of Rs.12 lacs pledged which were required to be released and

returned back to the petitioners after successful completion of Dussehra festival were also not released.

8. It is further submitted that the respondents, without there being any rhyme and reason or plausible grounds, instead of releasing the FDRs amounting to Rs. 16.00 lakhs, as aforesaid, started some inquiry proceedings with regard to alleged violation of the terms and conditions of the tender on ground of encroachments during festival period. The Town & Country Planner, Division Town, Planning Office, Kullu, District Kullu vide its letter dated 03.01.2024 sent to respondent No.3, report/site plan showing alleged encroachment on 14.12.2023 and 03.01.2024 along with its enclosures (Annexure P-11) (colly), without notice to the petitioners. The entire proceedings carried out by the respondents are stated to be one-sided and without giving any opportunity of being heard to the petitioners. The petitioners were never heard/associated with the said inquiry proceedings. After holding the alleged inquiry proceedings, respondents decided to forfeit the performance security amount and earnest money deposited by the petitioners as per terms and conditions of the tender notice. The petitioners are

stated to have sought information under Right to Information Act, 2005 from the respondents asking for supply of copy of complaint, inquiry order, copy of encroachment report, copy of order issued for forfeiture of the earnest money deposited by the petitioners, copy of letter issued by the authorities to the petitioner No.1 for removal of alleged encroachments, copy of letter issued to the petitioner for removal of German Hangers and copy of notice issued to the petitioners regarding alleged encroachments made by the petitioners. In pursuance to the aforesaid application under RTI Act, 2005, **(Annexure P-12)** (colly), the respondents supplied the information, informing that copy of complaint is not available with them and in so far as letter issued to the petitioners for removal of alleged encroachments made by them in the area surrounding the German Hangers is concerned, respondents have replied that no such information is available.

9. The petitioners had also sought information under RTI Act, 2005 with regard to any report submitted by the Encroachment, Removal and Quick Reaction Committee constituted by respondent No.2 against the alleged encroachments by the petitioners in German Hanger

installed in Kullu Dussehra festival, 2023. In response to the said application under RTI Act, 2005, respondents have replied (Annexure P-13) (colly) that no such information is available with them. The respondents are stated to have unlawfully and illegally deducted an amount of Rs. 15,67,597/- out of the total amount of Rs. 16.00 lakhs deposited by the petitioner as earnest money and performance security. Since the respondents are stated to have arbitrarily and illegally deducted the aforesaid amount out of the earnest money/performance security amount deposited by the petitioners, the instant petition came to be filed.

Stand of the respondents.

10. In the reply filed by the respondents-State, the stand taken is that as per point No.21 of the terms & conditions, the matter arising out of this contract will be under the jurisdiction of Kullu Court and the petitioner has not exhausted the alternative remedy as the matter in hand is purely a civil matter, with a dispute of less than Rs.1,00,00,000/- and the Civil Court could be approached. During the Dussehra festival, it was noticed by the Inspection Committee that the unauthorized encroachment

had been done in addition to the already allotted space. After the Dussehra festival, the petitioners have submitted an application on 27.11.2023 to release the performance security of Rs.16,00,000/- which had been deposited with Dussehra Festival Committee as per the terms & conditions of the tender documents. On account of the additional financial gains made by subletting this additional encroached area without paying due charges/rent to the Dussehra Committee, the petitioners had been rightly penalized.

11. The jurisdiction of this Court was questioned on the ground that the Apex Court in ***National Highway Authority of India Vs. Ganga Enterprises and another (2003) 7 SCC 410***, has held that the disputes relating to contracts cannot be agitated under Article 226 of the Constitution of India.

12. Reliance was also placed upon condition No.31 of the addendum to the tender notice, wherein it has been provided that there would be no encroachment out side the German Hangers and if any violation is found during the event, penalty of the amount equal to the cost of per sqf rate of German Hangers will be imposed out of the

performance security deposit of the concerned bidder. Reference was also made to the award letter dated 06.10.2023 **(Annexure P-7)**, wherein as per points No.3 and 13, the petitioners would not have any right on the open space in front, back or sides of the German Hangers and any deviation would attract forfeiture of security amount/imposition of penalty to be decided by the concerned committee. Resultantly, it was averred that the area of 31954.96 square feet was allotted to the petitioners and the inspection report was sought from Possession/Inspection Sub Committee on 14.12.2023. The report of the Town & Country Planner, Division Town Planning Office, Kullu, District Kullu, Himachal Pradesh dated 03.01.2024 is **(Annexure R-II)**, and as per the site inspection carried out by the encroachment removal committee, it was found that the allottees of German Hangers (Dome) have encroached the area in addition to the space allocated to them as per the detailed sketch/site plan showing the encroachment and actual space allocated has been prepared and the same is enclosed herewith as **Annexure-A**. The aerial photographs of the GERMAN HANGERS are also attached by the respondents.

13. It is in such circumstances, the deduction of Rs.15,67,597/- out of the total amount of Rs.16,00,000/- in the form of five FDRs had been done. It was also averred that the petitioners had been repeatedly warned to remove the encroachment verbally not only by the respondents but also by the respective teams constituted for this purpose and to maintain law and order. During the Dussehra Festival the whole administration was preoccupied with multiple duties and it was not possible to hold the detailed enquiry at that time. The question of issuing notice and giving opportunity of being heard did not arise as the respondent acted in pursuance to the contract i.e. **Annexure P-6** and **Annexure P-7**. It was admitted that the encroachment removal and quick action team had been constituted for removal of encroachments, specially those obstructing public passage, exit routes and fire tender path, Disaster Management related issue and additionally, a possession/Inspection Sub Committee has been constituted for ensuring proper possession of the allottees as per the allotments and effective monitoring of unauthorized encroachment of allottees during the festival. The action had been taken by the Dussehra Festival Committee *suo*

motu based on the information received from its sub-committees and formal complaint was not required in the matter.

Stand in the replication:-

14. In response to the said reply filed by the respondents-State, the petitioners by filing the rejoinder (*sic* replication) have pleaded that the impugned actions of the respondents are arbitrary, discriminatory and violative of Articles 14 and 19 of the Constitution of India and against the principle of natural justice and therefore, the writ Courts power could not be questioned. It is denied that they have ever encroached the space beyond the permissible limit/area, as allotted through tender process and there was no complaint made by the concerned authorities during the Dussehra festival. The Committee had never reported any alleged encroachment nor any notice had been issued and the Dusshera Festival had continued from 24.10.2023 to 12.11.2023 and on conclusion of the festival, the vacant space/ground was handed over to the Authority.

15. At the time of the handing over the space/ground, no encroachment was ever detected or pointed out by the Authorities and no report as such had

been made. The alleged Inspection Report was wrong and incorrect and had been prepared more than two months after handing over the space/ground by the petitioners. The entire report had been prepared at the back of the petitioners on 03.01.2024 and the vacation of the space was done in the month of November, 2023 after the conclusion of the Dussehra festival on 12.11.2023.

16. The report as well as sketch site-plan or the photographs attached did not depict the correct position and from the perusal of the photographs also no alleged encroachment was visible and the respondents are unlawfully penalizing the petitioners.

17. Resultantly, it was pleaded that there is no violation of the terms & conditions of points No.3 and 13 of the Award letter dated 06.10.2023 (**Annexure P-7**) in the report and map prepared was actually incorrect.

18. The lack of show-cause notice and opportunity of being heard was highlighted and the fact that the inquiry should have been held and arbitrariness of deducting the huge amount out of security amount was highlighted in the absence of any complaint as such.

Arguments of the Counsels:-

19. Learned Senior Counsel for the petitioners has mainly highlighted the issue that no show-cause notice was issued while referring to the first internal communication dated 14.12.2023 (**Annexure R-1**), whereas the Dusshera Festival had already ended on 12.11.2023. The forfeiture had been made at the belated stage without resorting to the principle of natural justice, while placing reliance upon the judgment of the Apex Court in **Gorkha Security Services Vs. Govt. of NCT of Delhi, AIR 2014 SC 3371**.

20. Counsel for the respondents-State has vehemently submitted that the order was justified in the facts and circumstances and has placed reliance upon the report, which has been annexed alongwith **Annexure R-2** and also communication dated 14.12.2023 (**Annexure R-1**), whereby the inspection report had been called by the Additional District Magistrate, Kullu, Himachal Pradesh regarding unauthorized occupations/encroachments to the space allotted to the German Hangers during the Kullu Dussehra Festival-2023. It is thus submitted that as per the report, the allotted areas have been specifically shown and the encroachment area has also been demarcated. An effort

has also been made and reference to the photographs as such showing the alleged encroachments on the sides of the German Hangers to submit that the petitioners had violated the terms & conditions of the Contract and therefore, the Writ Court as such would not exercise discretionary jurisdiction and had placed reliance upon the judgment of the Apex Court in **National Highway Authority of India (supra)**.

Our reasoning:-

21. Keeping in view the arguments raised and the pleadings, we are of the considered opinion that the writ petition is liable to be allowed, keeping in view the law laid down as such by the Apex Court consistently that the principles of natural justice as such have to be followed when civil consequences are entailed. As noticed, out of Rs.16,00,000/- a paltry sum of Rs.46,887/- has been ordered to be refunded and the State has forfeited a sum of Rs.15,67,597/- without even giving the petitioner opportunity of being heard and therefore, the action of the respondents can be stated to be arbitrary and therefore, the jurisdiction of the writ Court as such cannot be held to be barred in any manner. We are not convinced with the

arguments that the petitioner would be liable to file a Civil Suit as such for recovery of the said amount as pleaded on account of the arbitrariness and the writ Court as such would be having jurisdiction once it is not the action of the private individual but the State is resorting to the exercise of the executive power without even following the procedure prescribed as per settled principles.

22. The judgment of the Apex Court referred to in ***National Highway Authority of India (supra)*** would not stand in a way, as it was a case, where the respondents as such had given a bid Security and withdrawn his bid after they had been found to be the highest bidder and after the official respondents had accepted his offer, resultantly, leading to the encashment of the bank guarantee. It was in such circumstances, the order of the High Court as such was set aside and it was held that the invocation of the bank guarantee could not be held to be against the terms and therefore directions for refund could not have been ordered and the said judgment thus would have no application to the facts and circumstances of the present case.

23. As per Clauses 3, 9 and 13 of the allotment letter dated 06.10.2023 (**Annexure P-7**), the party did not have

any right on the open space in front, back or sides of the German Hangers and the allotment was only upto 12.11.2023 and any deviation from conditions will attract forfeiture of security amount/imposition of penalty to be decided by the concerned committee. The said clauses read as under:-

"3. The Party shall not have any right on the open space in front, back or sides of the German Hanger.

4 to 8xxxxx

9. Allotment will be allowed upto 12.11.2023.

10 to 12xxxxx

13. Any deviation from above conditions will attract forfeiture of security amount/imposition of penalty to be decided by concerned committee."

24. Similarly once one is to go through the terms of the addendum dated 19.09.2023 (**Annexure P-6**), there will be no encroachment out side the German Hangers, if any violation is found during the event penalty of the amount equal to the cost of per sqf. rate of German Hangers will be imposed out of the performance security deposit of the concerned bidder. The said clause reads as under:-

"31. There will be no encroachment out side of the German Hangers, if any violation found during the event penalty of the amount equal to the cost of per sqf rate of German Hanger will be imposed out of the performance security deposit of the concerned bidder."

25. Resultantly, it was the bounden duty as such of the respondents-State to have issued the necessary show-cause notice for the area which had been occupied by the petitioners outside the German Hangers and specify the area which had been occupied as and when the German Hangers were still standing at the spot. Having failed to do so, the respondents now cannot submit that they were busy as such during the Dussehra Festival as has been averred in the reply that the administration was pre-occupied with multiple duties and it was not possible to hold a detailed inquiry. On the other hand, the stand as such is that the sub-committee had been constituted for ensuring the proper possession of the allottees and thus there was no valid reasons for them to have not issued the requisite show-cause notice during the pendency of the occupation of the area which had been allotted so that the petitioners could have given a detailed reply. The period of occupation has been mentioned and had such an exercise been conducted, in case there was any such wrongful occupation, the petitioners would have removed the same. Having let the Dusshera Festival as such come to an end when the petitioners having as such removed the German Hangers on

the conclusion of the Dussehra Festival after 12.11.2023 and no action having been taken during the said period, the resort as such to call for a report by the respondents officials on 14.12.2023 (**Annexure R-1**) and then rely upon the same on the ground that **Annexure R-2** dated 03.01.2024, the office of the Town and Country Planning Department as such had prepared a report is not liable to be accepted as the basic principles of natural justice have been violated. The report was prepared at the back of the petitioners and they had no opportunity as such to rebut the same as no show-cause notice had been issued to them during the period, the German Hangers were erected at the Dussehra Festival ground.

26. Reliance as such on the photographs would not also show in any manner that the alleged encroachment was also at the hands of the petitioners and had such a show-cause notice been issued, they would have duly replied whether the encroachment was by them or not. The photographs as such attached with **Annexure R-2** also do not clarify the picture in any manner that the alleged encroachment if any was at the behest of the petitioners as the German Hangers have been erected in a clear defined

line and there was no plausible reasons as such to co-relate the erection of some temporary sheds beyond the line by the petitioners having failed to put the petitioners to notice at the relevant time.

27. We are of the considered opinion that the action of the respondents-State by resorting to the forfeiture is a totally and manifestly arbitrary action denying the petitioners even an opportunity to respond. The effect of forfeiture apart from the civil consequences would also thus in future be an adverse effect against the petitioners for all times to come and it would have long-lasting civil consequences in the business prospects.

28. The Rule of *Audi Alteram Partem* has to be applied as has been held by the Apex Court in ***M/s Erusian Equipment & Chemicals Ltd. Vs. State of West Bengal and Another (1975) 1 SCC 70, AIR 7975 SC 266*** that the fundamentals of fair play require that the person concerned should be given an opportunity to represent his case. The said view was followed in ***Gorkha Security Services (supra)*** and the relevant paragraph reads as under:-

"17. It is a common case of the parties that the blacklisting has to be preceded by a show cause notice. Law in this regard is firmly grounded and does not even demand much amplification. The necessity of compliance with the principles of natural justice by giving the opportunity to the person against whom action of blacklisting is sought to be taken has a valid and solid rationale behind it. With blacklisting many civil and/or evil consequences follow. It is described as "civil death" of a person who is foisted with the order of blacklisting. Such an order is stigmatic in nature and debars such a person from participating in Government Tenders which means precluding him from the award of Government contracts. Way back in the year 1975, this court in the case of *M/s. Erusian Equipment & Chemicals Ltd. vs. State of West Bengal & Anr.* (1975) 1 SCC 70 (AIR 1975 SC 266), highlighted the necessity of giving an opportunity to such a person by serving a show cause notice thereby giving him an opportunity to meet the allegations which were in the mind of the authority contemplating blacklisting of such a person. This is clear from the reading of Para Nos.12 and 20 of the said judgment. Necessitating this requirement, the court observed thus:

"12. Under Article 298 of the Constitution the executive power of the Union and the State shall extend to the carrying on of any trade and to the acquisition, holding and disposal of property and the making of contracts for any purpose. The State can carry on executive function by making a law or without making a law. The exercise of such powers and functions in trade by the State is subject to Part III of the Constitution. Article 14 speaks of equality before the law and equal protection of the laws. Equality of opportunity should apply to matters of public contracts. The State has the right to trade. The State has there the duty to observe equality. An ordinary individual can choose not to deal with any person.

The Government cannot choose to exclude persons by discrimination. The order of blacklisting has the effect of depriving a person of equality of opportunity in the matter of public contract. A person who is on the approved list is unable to enter into advantageous relations with the Government because of the order of blacklisting. A person who has been dealing with the Government in the matter of sale and purchase of materials has a legitimate interest or expectation. When the State acts to the prejudice of a person it has to be supported by legality.

29. The said view was further followed in **UMC Technologies Private Limited Vs. Food Corporation of India and another (2021) 2 SCC 551** and in **Jagdish Mandal Vs. State of Orissa (2007) 14 SCC 517**, wherein it has been held that where the process adopted or decision made is so arbitrary and irrational, the power of judicial review can be exercised. The same view has been followed in **Michigan Rubber (India) Ltd. Vs. State of Karnataka & others (2012) 8 SCC 216**.

30. In **Jagmohan Singh Vs. State of Punjab and Others (2008) 7 SCC 38**, it has been held that forfeiture of earnest money can only be done by following the principle of natural justice.

31. Reliance can also be placed upon the judgment of the Apex Court in **Allied Motors Limited Vs. Bharat Petroleum Corporation Limited (2012) 2 SCC 1**, wherein the termination of the petrol pump dealership had been done on the ground that samples had been drawn without even giving a show-cause notice and/or giving an opportunity of hearing.

32. In **Uflex Limited Vs. Government of Tamil Nadu and others, (2022) 1 SCC 165**, it was again held that the power of judicial review is to check whether the choice of decision is made lawfully and to check whether the choice of decision is sound and not hit by arbitrariness, irrationality, unreasonableness, bias and mala fide.

33. Similarly in **State Bank of India and others Vs. Rajesh Agarwal and others (2023) 6 SCC 1**, it was held that classification of fraud without hearing the entity violates the principle of natural justice and the rules of *Audi Alteram Partem* had to be followed even though it was not provided for in the directives of the RBI.

34. We are also aware of the limitation as such that the Court should keep restraint and not interfere as such in the contractual matters and that the State has to be given

certain latitude while exercising its executive powers. However, whether the power as such is absolutely illegal, irrational and suffering from procedural impropriety is to be kept in mind.

35. The law laid down in ***State of Punjab and others Vs. Mehar Din (2022) 5 SCC 648*** and in ***Principal Chief Conservator of Forest and other Vs. Suresh Mathew and others, 2025 SCC online SC 933*** has to be kept in mind that the decision as such was not furthering the public interest or could be termed as a fair play by the executive and it was always open for the respondents as such to have duly issued notice during the time the German Hangers stood erected at the spot so that the petitioners had adequate opportunity to respond to the same and put forward their stands. Having not done so and in spite of the fact that there was a Committee as such which had been set in place for the said exercise, the action taken by the respondents cannot be held to be justified in any manner and cannot be thus sustained.

36. In normal circumstances, we would have remanded the matter for fresh hearing but no useful purpose would be served to make a factual inquiry at the

site as such as the German Hangers are no longer in place now. Therefore, we quash the order dated 09.02.2024, whereby the amount has been deducted from performance security and direct the refund of Rs.15,67,597/- within a period of four weeks from the receipt of the certified copy of this judgment. The petitioners having not prayed for the interest amount as such in the writ petition, we do not find any reasons as such now to grant the benefit of interest on the amount of the performance guranatee which has been retained by the respondents for this period.

37. Resultantly, the present petition is allowed to that extent. Pending miscellaneous application(s), if any, shall also stands disposed of accordingly.

(G.S. Sandhawalia)
Chief Justice

(Jiya Lal Bhardwaj)
Judge

27th February, 2026
(C.M. Thakur/Munish Thakur)