

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

WP(C) No. 819 of 2022

M/S Zenith Enterprise, having its Branch Office at M.G. Avenue, P.O & P.S. Imphal through its Proprietor namely Johnson Keishing, aged about 58 years old, S/O (L) Miba Keishing, a permanent resident of Marung Lane, New Checkon, P.O. & P.S. Porompat, Imphal East District, Manipur – 795002.

... Petitioner

-Versus-

1. The Food Corporation of India through the Chairman & Managing Director, 16/20 Barakhamba Lane, New Delhi- 110001.
2. The Executive Director (Zone), Food Corporation of India (NE), Zonal Office (NE), Publication Building, G.S. Road Lachit Nagar, Guwahati, Assam-7.
3. The Deputy General Manager (R), Food Corporation of India, Regional Office, Manipur, Old Assembly Complex, Imphal, Manipur – 795001.
4. The General Manager (R), Food Corporation of India, Regional Office, Nagaland, Regional Office, House No. 105, Bank Colony, Dimapur, Nagaland – 797112.

..... Respondents

WP(C) No. 1012 of 2022

M/S Zenith Enterprise, having its Branch Office at M.G. Avenue, P.O & P.S. Imphal through its Proprietor namely Johnson Keishing, aged about 58 years old, S/O (L) Miba Keishing, a permanent resident of Marung Lane, New Checkon, P.O. & P.S. Porompat, Imphal East District, Manipur – 795002.

... **Petitioner**

-Versus-

1. The Food Corporation of India through the Chairman & Managing Director, 16/20 Barakhamba Lane, New Delhi- 110001.
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3. The Deputy General Manager (R), Food Corporation of India, Regional Office, Manipur, Old Assembly Complex, Imphal, Manipur – 795001.
4. The General Manager (R), Food Corporation of India, Regional Office, Nagaland, Regional Office, House No. 105, Bank Colony, Dimapur, Nagaland – 797112.
5. The W.A.C. Enterprises through its proprietor, having its Head Office at Tushen Chanhong Village, Ukhrul District, Manipur – 795142.

..... **Respondents**

Date of Judgment & Order :: 03.05.2023

JUDGMENT AND ORDER
(CAV)

Heard Mr. H.S. Paonam, learned Senior Advocate for the petitioner and Mr. W. Darakishwor, Senior Panel Counsel for Central Government for the respondents.

2. W.P.(C) No.819 of 2022 has been filed by the petitioner to quash the impugned third re-tender NIT dated 29.8.2022 issued by the Regional Office of the FCI at Dimapur, Nagaland for appointment of Road Transport Contractor for the route Ex-Dimapur to FSD Thoubal as the same is illegal and to direct the respondents for providing reasonable allocation of work to the petitioner in terms of the appointment order dated 6.12.2021.

3. W.P.(C) No.1012 of 2022 has been filed by the petitioner to quash the impugned order dated 30.5.2022 appointing the respondent WAC Enterprises as ad-hoc road

transport contract from RH, Dimapur to FSD Thoubal so far as the contract period extendable by three months in terms of the speaking order dated 20.9.2022 and the RTI reply dated 20.9.2022 and to direct the respondents allowing allocation of the work program for transportation of rice from Railhead, Jiribam to FSD Thoubal to the petitioner.

4. Brief facts are as follows:

The Regional Office of FCI at Imphal issued a Notice Inviting Tender (NIT) on 7.9.2021 for appointment of road transport contractor for transportation of food grains from RH/FSD Jiribam to FCI, FSD Churachandpur and FSD Thoubal. The petitioner has participated in the tender process and successful in the bid and was appointed as road transport contractor of FCI for a period of two years for the route RH/FSD Jiribam to FSD Thoubal vide letter/order dated 6.12.2021 and the term would expire in December, 2023.

4.1. The petitioner submitted a bank guarantee for a sum of Rs.2,64,24,045/- on 31.1.2022 and have started execution of the transportation work. There is no any blemish remark from any corner and the work of the petitioner in discharging its duties to the satisfaction of all concerned. The Model Tender Form Road Transport Contract for the route

RH/FSD Jiribam to FSD Thoubal have clearly indicated that the godown capacity of FSD Thoubal is 3132 MT only. The petitioner have been successfully feeding 3132 MT required at FSD Thoubal without any disturbances. While being so, the appointment of another road transport contractor for FSD Thoubal would be meaningless and it would be only to deprive the petitioner to continue with the transportation work. Due to bad connectivity transportation, transportation work was stopped and, at present, the road/route become motorable and the petitioner is ready to continue in terms of the appointment order dated 6.12.2021.

4.2. After about four months of transportation work executed by the petitioner from RH/FSD Jiribam to FSD Thoubal and despite decision of the Regional Office of FCI at Imphal, the Regional Office at Dimapur, Nagaland have floated NIT dated 4.5.2022 for appointment road transport contractor for the route Ex-Dimapur to FSD Thoubal/FSD Churachandpur is nothing but an arbitrary exercise and violative of its own decision of FCI thereby depriving the petitioner the basic fundamental right of freedom of trade and commerce, as the transportation is to be polarized from Ex-Dimapur for vested interest and for favouring contractors and others at Dimapur, Nagaland. Challenging the NIT dated 4.5.2022, the petitioner has filed W.P.(C) No.348 of

2022 and due to no response to the NIT dated 4.5.2022 from anyone, the aforesaid NIT was scrapped and consequently, by the order dated 1.8.2022, W.P.(C) No.348 of 2022 was closed as infructuous.

4.3. In the meanwhile due to collapse of the Irang Balley Bridge on Jiribam road and disruption of railway line in Lamding-Badarpur Section, NIT dated 17.5.2022 was floated for appointment of adhoc road transport contractor from RH Dimapur to FSD Thoubal for a period of six months and the respondent WAC Enterprises was appointed as adhoc road transport contractor from RH Dimapur to FSD Thoubal for a period of six months or until finalization of regular tender whichever is earlier vide impugned order dated 30.5.2022. Assailing the same, the petitioner filed W.P.(C) No.1012 of 2022.

4.4. To the shock and surprise of the petitioner, the FCI, Regional Office, Nagaland have issued re-tender NIT dated 28.5.2022 by reducing the estimated contract value from Rs.42,03,13,701/- to Rs.29,89,00,000/- for favouring other contractors who have persuaded the FCI for their vested interest. The aforesaid re-tender NIT dated 28.5.2022 was also challenged by the petitioner in W.P.(C) No.452 of 2022 and due to non-response from anyone, the aforesaid re-tender NIT dated

28.5.2022 was scrapped and in the view of the above W.P.(C) No.452 of 2022 was closed.

4.5. After scrapping the 1st NIT dated 4.5.2022 and the re-tender NIT dated 28.5.2022, the FCI, Dimapur with the design of favouring contractors from Dimapur have issued the impugned NIT dated 29.8.2022 by reducing the estimated contract work value from 42.03 crore to Rs.17.68 crore. Challenging the 3rd re-tender NIT dated 29.8.2022, the petitioner has filed W.P.(C) No.819 of 2022.

5. Resisting the writ petitions, the respondents filed affidavits-in-opposition, *inter alia*, stating that tenders were invited with bona fide intention to cater to the un-interrupted supply for National Food Security Act, 2013 on least cost basis in public interest and to optimize the use of public exchequer. There is no question of favouring any influential contractor. Further the impugned NIT dated 29.8.2022 has been invited with an estimated value of contract of Rs.17.68 crore after taking into consideration the present ad hoc transportation rate and the stocks likely to be included during the two year contract period. The primary objective of FCI is not only to cater to the NFSA requirement, but also to undertake movement of stock on least

cost basis, as FCI is run and financed by the Government of India.

5.1. It is further stated that following the disruption of rail connectivity in the Lumding Badarpur section and collapse of Irang Bridge during mid-May 2022 till last part of July, 2022, there was utmost necessity to feed FSD Thoubal by road from Dimapur and, accordingly, FCI, RO Nagaland has positioned Limited adhoc transport contracts within the DoP of GM (R) for a period of 6 months, extendable by another three months @ Rs,3768/- per MT for entire distance vide appointment order dated 30.5.2022. The period of the said contract is from 2.6.2022 to 1.12.2022. On the other hand, the existing transport contract of the petitioner from Jiribam to FSD Thoubal was awarded @ Rs.4071/- per MT for the entire distance. Therefore, the prayer of the petitioner to allot work to them is fit to be out rightly rejected. The petitioner just to serve their personal interest is praying to allot work to them at higher rate and the private/personal interest cannot be considered above public interest. Hence, prayed for dismissal of the writ petitions.

6. Assailing the impugned NIT, Mr. HS Paonam, the learned senior counsel for the petitioner submitted that despite the petitioner being appointed as regular road transport

contractor of FCI for the route RH Jiribam to FSD Thoubal vide appointment order dated 6.12.2021 for a period of two years, the respondent authorities have failed to allocate any quota of work for the reasons best known to them. He would submit that the impugned NIT is meant for the State of Nagaland that too despite the existence of Regional Office of FCI at Imphal for catering the need of the State of Manipur is indicative of ill-motive, mala fide and favouritism warranting interference by this Court.

7. The learned senior counsel would submit that the petitioner, who is a regular transport contractor of FCI for the route RH Jiribam to FSD Thoubal, has not been allotted any work during the months June, July, August and September, 2022 for the reason either for non-operational of Jiribam route or for any other reasons. The FCI has failed to allocate any work to the petitioner despite the route becoming operational and the terms of contract of the petitioner is due for expiry only in December, 2023.

8. The learned senior counsel further submitted that the Regional Office at Dimapur, Nagaland without appreciating the ground realities of Manipur that the petitioner is already operating for the route RH Jiribam to FSD Thoubal for the godown capacity of 3132 MT only for vested interest and for

favouring contractors and others who are influential in Dimapur has issued the impugned NIT for depriving the petitioner its basic fundamental rights of freedom of trade and commerce.

9. The learned senior counsel added that the petitioner is still continuing as regular transport contractor from RH Jiribam to FSD Thoubal for the small godown capacity of 3132 MT and there is no need of another contractor for feeding the same godown. The petitioner would suffer loss once another contractor is appointed to feed the small godown at FSD Thoubal which the petitioner is continuing to feed without any complaint.

10. Adding further, Mr. HS Paonam, the learned senior counsel for the petitioner submitted that the impugned order dated 30.5.2022 so far as the condition that the contract period of private respondent being extendable for another three months despite being expired on 29.11.2022 is arbitrary and mala fide. Arguing so, the learned senior counter prayed for setting aside the impugned NIT and order and to direct the respondent authorities for providing reasonable allocation of work to the petitioner in terms of the appointment order dated 6.12.2021.

11. Per contra, Mr. W. Darakishwor, the learned Senior Panel Central Government Counsel appearing for the respondent authorities contended that there is no question of

favouring any contractor by the FCI and the primary object of the FCI is to cater to the NFSA requirement and the food grains are issued from the FCI godowns under the FCI Regional Office, Manipur. There are 8 FCI godowns in Manipur Region, namely FSD Sangaiporou; FSD Bishnupur; FSD Senapati; FSD Ukhrul; FSD Jiribam; FSD Sangaiprou; FSD Sawombung; FSD Thoubal and FSD Churachandpur and the regular road transport contractor is already in position from Dimapur. Further, for FSD Thoubal and Churachandpur, there are adhoc transport contractors in position from Dimapur.

12. The learned panel counsel would submit that NH-37 was completed cut-off for almost three months from mid-May, 2022 to last part of July, 2022 and the rail line was also cut-off due to heavy rain and, therefore, it become imperative that in order to tide over such an unfortunate situation and to meet NFSA requirement, the FCI needs to position regular road transport contractor Ex-Dimapur to FSD Thoubal. According, the FCI Regional Office, Dimapur being the dispatching Region, invited the tender for appointment of regular road transport contractor Ex-Dimapur to FSD Thoubal for a period of two years vide NIT dated 4.5.2022. However, no bids were received, which necessitated issuance of re-tender dated 28.5.2022 and this time also no bids were received. Again, tender was invited on

21.7.2022, but again no bids were received. Therefore, finally, fourth NIT dated 29.8.2022 was invited wherein M/s.SA Ngamo Agency participated and the value of the tender has been estimated at Rs.17.68 crore after considering the adhoc transportation rate and stocks likely to be inducted during the two years contract period.

13. The learned senior panel counsel further submitted that the existing transport rate from RH/FSD Jiribam to FSD Thoubal is Rs.4071/- per MT for the entire distance awarded to the petitioner, whereas the rate quoted by M/s. SA Ngamo Enterprise from Dimapur to FSD Thoubal which was kept under abeyance by this Court Rs.3763/- per MT for the entire distance which is lower by Rs.308/- per MT.

14. The learned senior panel counsel next submitted that the petitioner has no locus standi to challenge the impugned NIT dated 29.8.2022 issued by the Regional Office, Dimapur for appointment of road transport contractor from Dimapur to FSD Thoubal because the petitioner never participated in the NIT dated 29.8.2022 floated by the FCI Regional Office, Dimapur and, hence, the petitioner has no legal right to challenge the impugned NIT.

15. The learned panel counsel then submitted that in the re-tender dated 29.8.2022 M/s.Ngamo Agency had participated and the said agency became a successful bidder both in technical bid and the financial bid and the petitioner knowingly failed to implead the said agency as party respondent in the writ petition.

16. The learned panel counsel would submit that because of the interim order dated 28.9.2022 passed in W.P.(C) No.819 of 2022, the respondent FCI incurred loss of about Rs.30 lakh per month and if it continued for one year, then the FCI will cause loss for more than Rs.1.37 crore. That apart, vide the interim order dated 28.9.2022, the respondent FCI was allowed to take the food grains at higher rates from FSD Jiribam despite having cheaper rates of transportation from FSD Dimapur to Thoubal.

17. According to learned panel counsel, presently the petitioner is carrying food grains from FSD Dimapur to Ukhrul Depot on the basis of least cost policy and, in addition that, the petitioner is also carrying food grains from FSD Jiribam to Sangaiprou Depot and FSD Jiribam to Sawombung on the basis of the least cost policy despite having existing contractor M/s.WAC & MS WI Enterprises from FSD Dimapur to Sangaiprou

and FSD Dimapur to Sawombung. In fact, the petitioner cannot dictate the respondent FCI to do what they want by thinking for their benefit.

18. This Court considered the rival submissions and also perused the materials available on record.

19. The grievance of the petitioner is that despite being appointed as a regular transport contractor of FCI for the route RH Jiribam to FSD Thoubal vide appointment order dated 6.12.2021 for two years, the FCI authority has failed to allocate any work for the reason best known to them and, therefore, appropriate direction may be issued to the FCI authority for providing reasonable allocation of work to the petitioner. It is also the *prima facie* case of the petitioner that they are still continuing as regular transport contractor from RH Jiribam to FSD Thoubal for the small godown capacity of 3132 MT and, therefore, there is no need of another contractor for feeding the same godown.

20. According to the petitioner, after scrapping first two NIT, the FCI Dimapur office with a design of favouring contractors from Dimapur and others have issued the impugned NIT dated 29.8.2022 by reducing the estimated contract work value from Rs.42.03 crore to Rs.17.68 crore and, therefore, the same is

liable to be set aside. By filing W.P.(C) No.1012 of 2022, the petitioner challenged the issuance of impugned order dated 30.5.2022 appointing the private respondent as adhoc road transport contractor from RH Dimapur to FSD Thoubal for a period of three months extendable by another three months.

21. On 28.9.2022, when W.P.(C) No.819 of 2022 came up for admission, this Court passed the following interim order:

“[1] Head Mr. HS Paonam, learned senior counsel for the petitioner and perused the record.

[2] Admit.

[3] Notice returnable by 10.10.2022.

[4] Mr. D.JuliusRiamei, learned counsel takes notice for the FCI and hence, no formal notice is required.

[5] Post this matter on 10.10.2022 as first item.

[6] Registry is directed to delete the name of Mr. W.Darakishwor, learned Sr.PCCG and print the name of Mr.D.JuliusRiamei, learned counsel for the respondents.

[7] Till such time, the respondents are directed not to finalize the tender.”

22. Similarly, on 30.11.2022, when W.P.(C) No.1012 of 2022 came up for admission, this Court passed the following order:

“[1] Heard Mr. S.Gunabanta, learned Jr. counsel to Mr. HS. Paonam, learned senior counsel for the petitioner and perused the records.

[2] Admit.

[3] Issue notice, returnable by 20.12.2022.

[4] Since Mr. W.Darakishwor, learned senior panel counsel takes notice, no formal notice is required.

[5] Mr. S.Gunabanta, learned counsel for the petitioner prayed this Court for interim order whereas Mr. W.Darakishwor, learned senior panel counsel for the respondents has strongly objected for granting the interim order stating that as per the contract rule, the period for contract may be extended for further period of 3 (three) months, apart from this, the Hon’ble Supreme Court passed an order in favour of respondents, Mr.W. Darakishwor, learned senior panel counsel for the respondents also pointed out that this writ petitioner has not participated in the proceedings and hence, he has no right to file the writ petition and therefore, he seeks time

to file counter affidavit by praying not to grant any interim order.

[6] The prima-facie, it is made clear that the contract given to the private respondents is expired on 29.11.2022 and from today onwards, there is no order of extending the period for contract to the private respondents. Therefore, the private respondents have no right to continue the work. Therefore, there shall be an interim order directing the respondents not to extend the period of contract till the next date of hearing.

[7] The respondents are at liberty to file an application for vacating the interim order along with counter affidavit.

[8] Post the matter on 20.12.2022 as first item after the motion cases.”

23. Aggrieved by the said interim orders passed by this Court, the respondent FCI has filed MC (WP) Nos.398 and 399 of 2022 and, by a common order dated 14.3.2023, this Court dismissed the said miscellaneous cases and the interim orders are made absolute. While dismissing the miscellaneous cases, this Court directed the writ petitions to be listed for hearing on 11.4.2023 as the tender awarded in favour of the petitioner is going to expire on 6.12.2023.

24. Uninfluenced by the common order dated 14.3.2023 passed by this Court in MC (WP) Nos.398 and 399 of 2022 in W.P.Nos.819 and 1012 of 2022, when this Court examined the issue involved, it is clear that on 6.12.2021 the petitioner was appointed as transport contractor for transportation of food grains/allied materials etc. from RH/FSD Jiribam to FSD Thoubal for a period of two years on regular basis. Paragraph 2 of the appointment order clearly indicates that the petitioner was appointed as regular transport contractor for transportation of food grains from RH/FSD Jiribam to FSD Thoubal at the quoted rate of Rs.4071/- per MT for the entire distance for a period of two years with effect from 07.12.2021 to 06.12.2023. The appoint order dated 6.12.2021 further stipulates that the stocks loaded at RH/FSD Jiribam are required to be transported from RH/FSD Jiribam and delivered at FSD Thoubal within normal transit period without resorting to temporary storage or without transshipment to other trucks/vehicles en-route without prior permission of the Dy. General Manager (R), FCI RO Manipur or his authorized officer. The contract will expire on 06.12.2023.

25. According to the respondent FCI, since NH-37 was completely cut-off for almost three months from mid-May 2022 to last part of July, 2022 and the rail line was also cut-off due to

heavy rain, it become imperative that in order to tide over such an unfortunate situation and to meet NFSA requirement, the FCI needs to position regular road transport contract Ex-Dimapur to FSD Thoubal. Accordingly, FCI Regional Office, Dimapur being the dispatching region, invited tender for appointment of regular road transport contract Ex-Dimapur to FSD Thoubal for a period of two years and the private respondent has been declared as the highest bidder.

26. Between mid-May 2022 and last part of July, 2022 there was a complete cut-off of the road due to heavy rain and that is the reason for appointing the private adhoc contractor is not a ground for appointing the private respondent, when the existing contract in favour of the petitioner has not been terminated and the same subsists till 6.12.2023.

27. When the petitioner has been appointed as road transport contractor for transportation of food grains/allied materials for the entire distance of RH/FSD Jiribam to FSD Thoubal for a period of two years from 6.12.2021 to 6.12.2023 at the quoted rate of 4071/ per MT, the appointment of adhoc contractor to move stocks from Dimapur to FSD Thoubal citing the cheaper rate quoted by the adhoc contractor is against the

principle of the FCI and against the terms and conditions of the tender.

28. Without terminating the contract of the petitioner, appointment another contractor whether adhoc or regular is an arbitrary exercise adopted by the FCI authorities and the same cannot be endorsed by this Court. It is not the case of the respondent FCI that the petitioner has violated the tender conditions. Similarly, nothing on record to show that due prior notice was given to the petitioner before adhoc appointment was made in favour of the private respondent.

29. It is admitted by the FCI that the petitioner who is a regular road transport contractor for the route RH Jiribam to FSD Thoubal has not been allotted any work from June to September, 2022 for the reason of non-operational of Jiribam route. It is not the case of the respondent FCI that despite the Jiribam route operational, the petitioner has failed to supply the food grains. On the other hand, only due to non-allocation of quota of work, the petitioner was not able to do transportation.

30. When the existing contract in favour of the petitioner subsists till 6.12.2023, the unilateral decision of the FCI in appointing another contractor is unacceptable. Taking into consideration the ground reality and eligibility criteria after

fulfillment of the terms and conditions of the tender, once the tender has been awarded in favour of the petitioner, without terminating such contract, changing their mind, the FCI for one reason or the other cannot award adhoc tender to the private respondent or any other person.

31. The impugned re-tender dated 29.8.2022 issued by the Regional Office of FCI at Dimapur, Nagaland is against the decision of the Regional Office of FCI at Imphal, Manipur despite the fact that the Regional Office at Imphal, Manipur is for catering the need of the State of Manipur. As rightly argued by the learned counsel for the petitioner, the Regional Office of Dimapur, Nagaland without appreciating the ground realities that the petitioner is already operating for the route RH Jiribam to FSD Thoubal for the godown capacity of 3132 MT, issued the impugned NIT dated 29.8.2022 for depriving the petitioner and for favouring the contractors who are influential in Dimapur.

32. The rate aspect canvassed by the FCI, cannot be believed for the simple reason that in W.P.(C) No.326 of 2020, the authorities of the FCI contended that handling charges at Dimapur is very high. When such being plea of the authorities of the FCI in the earlier round of litigation, it cannot be contended that the rate quoted by the petitioner at Rs.4071/- per MT is high.

Accepting the rate quoted by the petitioner as reasonable, the respondent FCI awarded contract to the petitioner. While so, the respondent FCI later on cannot contend that the rate of Rs.4071/- per MT for the entire period quoted by the petitioner is very high. Such plea raised by the FCI is misconceived.

33. As could be seen from the records, on 31.10.2022, the petitioner submitted a representation to the respondent authorities for allotment of monthly work for the Sector RH Jiribam to FSD Thoubal with a request to cancel the interim adhoc road transport contract for the route Ex-Dimapur to FSD Thoubal as the time expired on 29.11.2022. It is alleged by the petitioner that despite receipt of the said representation, the same has not been considered and a decision thereon has not been communicated to the petitioner.

34. As stated supra, the interim adhoc contract was awarded to the private respondent for the reason of the road not being operational. When the road is now operational, it is the bounden duty of the FCI authorities to allocate work to the petitioner till the expiry of the term as per the terms and conditions of the contract. Therefore, the act of the authorities of the FCI is contrary to the terms and conditions of the contract. That apart, the contract period of the petitioner exist till

6.12.2023. Further, without terminating the contract awarded to the petitioner, awarding of adhoc contract to the private respondent amounts to unfair acts of the FCI. Since the contract between the petitioner and the FCI is due to expire in December, 2023 and the inaction on the part of the FCI for non-sanctioning of the work as contemplated in the contract till date is a clear case of arbitrary exercise of power acted in breach of law and violative of the freedom of trade and commerce. Despite the existence of Regional Office of FCI at Imphal, the Regional Office at Dimapur has no authority in appointing adhoc contractor whether as interim or permanent. Nothing has been produced by the respondent FCI to show that with the consent and knowledge of the Regional Office at Imphal and as per the direction of the said authority, adhoc contractor was appointed.

35. As stated supra, by the interim order dated 28.9.2022 in W.P.(C) No.819 of 2022, this Court directed the respondents not to finalize the tender. Similarly, by the interim order dated 30.11.2022 in W.P.(C) No.1012 of 2022, this Court directed the respondents not to extend the period of contract till the next date on 20.12.2022 and the said order was thereafter extended from time to time. When the respondent FCI filed petitions to vacate the said interim orders in MC (WP) Nos.398 and 399 of 2022, this Court, by order dated 14.3.2023 dismissed

the petitions and against the said order, no appeal has been preferred by the respondent FCI and allowed to attain finality. This has been recorded only for the sake and, as stated supra, this Court uninfluenced by the interim order dated 28.9.2022 and the final order in the miscellaneous cases dated 14.03.2023, considered the writ petitions and this Court finds that there is merit in the contentions raised by the petitioner.

36. In the result,

- (i) W.P.(C) No.819 of 2022 is allowed.*
- (ii) The impugned re-tender NIT dated 29.8.2022 issued by the Regional Office of FCI at Dimapur, Nagaland for appointment of road transport contractor for the route Ex-Dimapur to FSD Thoubal is quashed.*
- (iii) The respondent authorities are directed for providing reasonable allocation of work to the petitioner in terms of the appointment order dated 6.12.2021 within a period of two weeks from the date of receipt of a copy of this order,*

*as the period in favour of the petitioner
is going to expire on 6.12.2023.*

*(iv) Since the adhoc road transportation
contract from RH, Dimapur to FSD
Thoubal in favour of the private
respondent has not been extended
from 29.11.2022, W.P.(C) No.1012 of
2022 is disposed of with a direction to
the respondent authorities not to
extend the contract period in favour of
the private respondent as the contract
is subsisting in favour of the petitioner
till 6.12.2023.*

(v) There will be no order as to costs.

ACTING CHIEF JUSTICE

FR/NFR

Sushil