

GAHC010201082024



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/5003/2024

IMAN ALI
S/O- JUMARUDDIN,
VILLAGE- NON- K GARAPARI CHAPORI,
P.O- DHULA, P.S- DHULA, PIN-784146, DIST- DARRANG, ASSAM

VERSUS

THE STATE OF ASSAM AND 4 ORS
REPRESENTED BY THE SECRETARY, TO THE GOVT. OF ASSAM,
TRANSPORT DEPARTMENT, DISPUR, GUWAHAT- 781006, KAMRUP (M),
ASSAM

2:THE DEPUTY SECRETARY
TO THE GOVT. OF ASSAM
TRANSPORT DEPARTMENT
DISPUR
GUWAHATI- 781006
KAMRUP (M)
ASSAM

3:THE DIRECTOR OF INLAND WATER TRANSPORT
GOVERNMENT OF ASSAM
ULUBARI
GUWAHATI- 781007
KAMRUP (M)

4:THE EXECUTIVE ENGINEER
INLAND WATER TRANSPORT DEPARTMENT
GUWAHATI DIVISION

ULUBARI
GUWAHATI- 781007

KAMRUP (M)

5:MD. OSMAN ALI
S/O- HAMED ALI

VILLAGE- RUPAHI BEEL

P.O- BARALIMARI

P.S- BHURAGAON
DIST- MORIGAON
ASSAM
PIN-78212

Advocate for the Petitioner : MR. P THAKURIA, S MEDHI,MR G KAKOTI

Advocate for the Respondent : SC, TRANSPORT DEPARTMENT, ASSAM, SC, IWT

BEFORE
HONOURABLE MR. JUSTICE MICHAEL ZOTHANKHUMA

ORDER

26.09.2024

Mr. G. Kakoti, learned counsel for the petitioner submits that the respondent No.5 had participated in the tender notice dated 08.02.2024 issued by the Inland Water Transport Division for leasing out ferry services. The respondent No.5 had submitted his bid for the following ferry service, i.e., "Sl. 4. Gerimaia-Kachasila via Serang and "Sl. 5.Baralimari-Gadhowa via Barbari Nizsaharia."

2. The petitioner's counsel submits that the respondent No.5 was the highest bidder for Sl. No.5, while the petitioner was the second highest bidder. The State respondents however settled the ferry service No.5 with the respondent No.5, even though the respondent No.5 had not submitted NOC from co-pattadar and tender documents were not self attested.

3. The counsel for the petitioner further submits that the respondent No.5 was also the highest bidder for the ferry service No.4. However, as the respondent No.5 had withdrawn his tender, the State respondents had prohibited the respondent No.5 from submitting any tender issued by the Inland Water Transport Department for a continuous period of 4 years, i.e., for the calendar years 2024-2027, as per Clause 16 of the NIT. Further, the respondent No.5 had also forfeited his earnest money, pursuant to the withdrawal of his bid in respect of the ferry service No.4. The petitioner's counsel submits that as the respondent No.5 had been prohibited from submitting any tender with the Inland Water Transport Department for a continuous period of 4 years, in terms of Clause 16 of the NIT, the State respondents could not have settled the ferry service No.5 with the respondent No.5.

4. Ms. M.D. Borah, learned Standing Counsel, Transport Department submits that Clause 16 of the NIT would prohibit the respondent No.5 from participating in any future tender issued by the IWT for a period of 4 consecutive years. As such, there was no infirmity with the settlement of ferry service in respect of Sl. No.5 with the respondent No.5, as the same had been made pursuant to the NIT dated 08.02.2024. She also submits that no specifics has been given by the petitioner regarding the settlement of Sl. No.5 ferry service with the respondent No.5. She further submits that the petitioner has not approached the State respondents with his grievance, prior to approaching this Court. As such, the writ petition should be dismissed, as there is an alternative remedy available.

5. Mr. G. Kakoti, learned counsel for the petitioner, at this stage, submits that he may be allowed to withdraw the writ petition, with liberty being given to him to approach the authorities by filing an appropriate representation.

6. The prayer of the petitioner's counsel is allowed.

7. The writ petition is dismissed as withdrawn, with liberty being given to the petitioner to approach the State respondents by way of a representation with his grievance. In the event the petitioner submits a representation, the same should be disposed of expeditiously by the State respondents.

JUDGE

Comparing Assistant