



Serial No. 25
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 312 of 2024

Date of Decision: 05.06.2026

Shri Naland I. Dhar,
S/o (L) Law Lyngdoh,
R/o Ialong Village
West Jaintia Hills District, Meghalaya **Petitioner(s)**

Versus

1. Jaintia Hills Autonomous District Council,
Represented by its Secretary to the Executive Committee
 2. The Chief Executive Member,
Jaintia Hills Autonomous District Council, Jowai Meghalaya
 3. The Executive Member, I/C Taxation Department,
Jaintia Hills Autonomous District Council, Jowai Meghalaya
 4. The Secretary to the Executive Committee,
Jaintia Hills Autonomous District Council, Jowai Meghalaya
 5. The Licensing Officer,
Jaintia Hills Autonomous District Council, Jowai Meghalaya
 6. Shri Jlan Kupa Roy Rymbai,
S/o Shri N.S. Sukhlain,
R/o Lumpariat, Jowai,
West Jaintia Hills District, Meghalaya ... **Respondent(s)**
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Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner(s) : Mr. S. Dey, Adv. with
Ms. N. Lamare, Adv.

For the Respondent(s) : Mr. M.L. Nongpiur, Adv. (For R 1-5)
Mr. J. Shylla, Adv. (For R 6)

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| i) | Whether approved for reporting in
Law journals etc: | Yes/No |
| ii) | Whether approved for publication
in press: | Yes/No |
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JUDGMENT AND ORDER (ORAL)

1. Heard Mr. S. Dey, learned counsel for the petitioner. Also heard Mr. M.L. Nongpiur, learned counsel for the respondents Nos. 1 to 5, and Mr. J. Shylla, learned counsel for the respondent No. 6.

2. The writ petitioner who is stated to be a small-scale businessman interested in participating in various tenders floated by the Jaintia Hills Autonomous District Council (JHADC) for operating revenue stations, is before this Court being aggrieved with the Tender awarded to the respondent No. 6, on 23.06.2021, for a period of



3(three) years, which was however extended by the impugned order dated 15.12.2023, for another period of 3(three) years culminating on 23.06.2026.

3. The only pointed submission made by Mr. S. Dey, learned counsel for the petitioner is that though the writ petitioner was not a bidder in the instant Tender, he was eagerly waiting for the expiry of 3(three) years to participate in a fresh tender, which was however by the impugned order extended in favour of the respondent No. 6, for another period of 3(three) years. He however, fairly submits that though the petitioner was not a bidder, it is incumbent upon the District Council respondent to adhere to the settled position regarding issuance and settlement of tenders. He therefore, prays that appropriate directions be issued that in such distribution of public largesse, transparency and probity be maintained.

4. Mr. M.L. Nongpiur, learned counsel for the respondents Nos. 1 to 5, has submitted that the petitioner has not challenged any of the terms of the Agreement but has only challenged the extension, as such on this ground alone the prayer being incompetent, the writ petition deserves no consideration. He further submits that the extension granted to the respondent No. 6 was not arbitrary, inasmuch



as, the same was occasioned due to extenuating circumstances, which has been reflected in the impugned order itself. He therefore, submits that the decision being taken in a rational manner, it cannot be said that there is any arbitrariness or discrimination on the part of the respondents.

5. Mr. J. Shylla, learned counsel for the respondent No. 6, has questioned the locus of the writ petitioner in preferring the writ petition and submits that the writ petitioner is neither a bidder nor any documents annexed pertain to his business interests. He further submits that even the earlier Agreement, which is annexed at Annexure-8 to the writ petition would reflect that the same concerns another party and not the petitioner. How the documents have been obtained he submits, has not been disclosed in the writ petition. He therefore, submits that it is clear that the writ petitioner is engaging in proxy litigation on behalf of certain parties, who do not want come before the Court.

6. In reply to the submissions made by the learned counsel for the respondents, Mr. S. Dey, learned counsel has submitted that it is incorrect that no challenge has been made to the terms of extension contained in the Agreement dated 23.06.2021. In this context, the



learned counsel had drawn the attention of this Court to the prayer at (a) of the writ petition and submits that it has been categorically prayed therein for quashing and for setting aside the extension of the terms of the Agreement. With regard to the document annexed at Annexure-8, which has been questioned by the respondent No. 6, the learned counsel has submitted that the same had been obtained from reliable sources.

7. On hearing the learned counsel for the parties, this Court notes that the challenge is in the realm of contractual law, for which if the petitioner is aggrieved would have recourse to civil remedy. Further it is noted that the term of the extension is due to expire on 23.06.2026, which is a few days away, which would make any detailed adjudication, an exercise in futility. Notwithstanding this fact, while appreciating the arguments which have been advanced, this Court is of the considered view that in matters of floating tenders, and settlement of contracts, set principles have been established in law, and though this will not prevent the owner of the work from executing agreements and setting conditions which will be well within the rights, for the furtherance of collection of revenue or other purposes, as in the instant case, however, the same should not be arbitrary or deprive



other potential bidders of a level playing field, and should adhere to the conditions contained in the NIT.

8. Accordingly, without lingering with the matter any further, the same is closed and disposed of.

JUDGE

Meghalaya
05.06.2026
"V. Lyndem-AR-PS"