

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.4095 of 2015

Elbow Grease Hospitality Services Pvt. Ltd. Through its Director Praveen Kumar.
S/o Sri Ravindranath Pandey. Registered Office - Opp Devi Asthan, Sahara Godam
Road Agamkuan, District - Patna.

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Health, Govt. of Bihar, New Secretariat, Baily Road, Patna.
2. The Director I.G.I.M.S., Shekhpora, Baily Road, Patna.
3. The Chief Medical Superintendent I.G.I.M.S., Shekhpora, Baily Road, Patna.
4. The Dy. Director, I.G.I.M.S., Shekhpora, Patna.
5. The Medical Superintendent, IGIMS, Shekhpora, Patna

.... Respondent/s

Appearance :

For the Petitioner/s : M/s Sidhendra Narayan Singh and
Uday Prasad Singh, Advocates
For the State : Mr. Sanjay Kumar Singh AC to AAG 12
For IGIMS : Mr. Sunil Kumar Singh, Advocate

CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

ORAL JUDGMENT

Date: 11-05-2015

I.A. No. 3066 of 2015

Heard the parties.

Vide I.A. No. 3066 of 2015 the petitioner seeks inclusion of reliefs mentioned in paragraph 1 thereof as he also seeks quashing of letter no. 372 dated 27.1.2015, which stands appended as Annexure 11 to the main writ application, however, relief was not sought for quashing of the same and also another relief for commanding the respondents to complete the formalities of signing of agreement / contract. The petitioner also seeks addition of the

Medical Superintendent, IGIMS, Shekhpura, Patna as respondent no. 5 and also inclusion of paragraph 1(III) which is statement of fact that no notice was issued or reasonable opportunity was given to the petitioner before passing the impugned letter as contained in Annexure 11.

In view of the fact that Annexure 11 has already been appended in the writ application, this Court would be inclined to allow the reliefs mentioned in paragraph 1(I) of the interlocutory application. The statement made in paragraph 1(III) would form part of the writ application.

Let the petitioner implead the Medical Superintendent, IGIMS, Shekhpura, Patna as respondent no. 5 in course of the day.

It appears that counter affidavit filed on behalf of the respondent nos. 2 to 4 also touches the issue which has been raised by the petitioner in the interlocutory application, therefore, no further counter affidavit is required to be filed.

C.W.J.C. No. 4095 of 2015

Heard the parties.

Learned counsel for the petitioner submits that the petitioner, pursuant to the notice inviting tender issued by the Indira Gandhi Institute of Medical Sciences, Shekhpura, Patna (hereinafter referred to as “the IGIMS”), submitted his tender and was declared



successful for the purpose of allotment of canteen in IGIMS for arrangement of supply of food to the patient of private ward. However, the contract could not be signed finally in view of the fact that no space could be provided by the IGIMS, which according to the petitioner, was eventually provided in the month of November, 2014. However, prior to allotment of space for canteen, the petitioner was directed to supply food from outside and it appears that some complaint was received regarding quality of food supplied during that period. The petitioner himself was reluctant to supply the food from the outside as it was not practically possible for him. It appears from Annexure J of the counter affidavit that there was some complaint by some patients. The Additional Medical Superintendent of IGIMS wrote a letter on 20.8.2014 to the petitioner to improve the quality of meals and supply the meals as per the criteria / menu fixed by IGIMS, Patna as per agreement.

It is claimed that the petitioner was allotted space thereafter and he was supplying food regularly to the patient of the private ward. However, it is alleged that suddenly the earlier order dated 26.08.2013 has been cancelled vide impugned letter dated 27.1.2015 as contained in Annexure 11. It is submitted by the petitioner that the same has been done without any notice or even



no reason has been assigned in the order concerned. Though reason has been stated in counter affidavit that the food supplied by the petitioner was not up to the mark but there is no statement regarding providing space for running the canteen. The petitioner claims that the space for canteen was provided in the month of November, 2014 whereas the letter as contained in Annexure J appears to have been written in August, 2014 itself.

Be that as it may, this Court would be inclined to quash the decision contained in Annexure 11 for the reason that after petitioner having become successful bidder and admittedly contract was not being signed because space could not be provided by the IGIMS itself and in the meantime they took the work from the petitioner by way of supply food in the private ward for patient and in one fine morning the order of cancellation has been issued without assigning any reason for that. This act, in my considered opinion, is in violation of the principle of natural justice and as such the impugned decision contained in Annexure 11 cannot be sustained in law, and, accordingly, is quashed.

However, the matter is remitted back to the authority concerned to reconsider and take a fresh decision in accordance with law after giving reasonable opportunity to the petitioner expeditiously preferably within a period of eight weeks from the

date of receipts / production of a certified copy of this order.

This writ application stands allowed to the extent as indicated above.

(Dr. Ravi Ranjan, J)

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