

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 7 of 2015**

1. Maa Bhavmochni Mahila Swa Sahkarita Samooh, through President Mangtin W/o Dasru Khadiya, aged about 50 Years, R/o Ward No.14, Police Station - Sarangarh, Civil & Revenue Distt Raigarh, (CG)
2. Smt. Kumud Singh W/o Shri Nooj Pratap Singh, aged about 40 years, Secretary, Maa Bhavmochni Mahila Swa Sahkarita Samooh, R/o Ward No.1, Police Station - Sarangarh, Civil & Revenue Distt. Raigarh, (CG)

---- Petitioners**Versus**

1. State of Chhattisgarh through Secretary, Woman and Child Development Department, Mahanadi Bhawan, Naya Raipur, Distt-Raipur, (CG)
2. Director, Woman and Child Development Department, Mahanadi Bhawan, Naya Raipur, Distt-Raipur, (CG)
3. Collector Raigarh, Distt-Raigarh, (CG)
4. Sub Divisional Officer (Revenue) Sarangarh, Distt. Raigarh, (CG)
5. District Project Officer, Woman and Child Development Department, Raigarh, Distt. Raigarh, (CG)
6. Project Officer, Akikrit Bal Vikas Sewa Pariyojna, Sarangarh, Distt. Raigarh, (CG)

---- Respondents

For Petitioners : Shri Awadh Tripathi, Advocate.
 For Respondents : Ms. Smiti Sharma, Deputy Govt. Advocate.

Hon'ble Shri Justice Prashant Kumar Mishra**C A V Order****Passed On : 01.05.2015**

1. The petitioners have assailed the legality and validity of the order (Annexure-P/1) passed by the District Programme Officer, Woman and Child Development, Raigarh whereby the petitioners' agreement for

supply of ready to eat food material has been cancelled. Since the order has been issued from the office of Collector (Woman and Child Development) Raigarh and the order canceling agreement is appealable before the Collector, the present writ petition was entertained.

2. Facts of the case, briefly stated, are that an agreement dated 16.3.2011 was entered between the petitioners and the Project Officer, Integrated Child Development Project, Sarangarh, District Raigarh for supply of ready to eat food material to 25 Aangan Badi centres of Sarangarh-2 project area. Pursuant to the said agreement, the petitioners were continuously supplying ready to eat food material. Inspection of Aangan Badi centre to which the petitioners were supplying ready to eat food material was carried out by the Sub Divisional Magistrate wherein it was found that the material was of sub-standard quality. The petitioners were issued a show cause notice on 21.8.2014 (Annexure-R/1) to which a reply was filed vide Annexure-R/2 mentioning that the entire ready to eat food material has been supplied, however, the records could not be produced at the time of inspection because of change of place where the preparation of ready to eat food material was carried on. Additional notices were issued to the petitioners on 22.11.2014 (Annexure-R/4 & R/5). The Sub Divisional Officer (Revenue), Sarangarh submitted a report before the Collector on 24.11.2014 vide Annexure-R/6 mentioning that during inspection carried out on 21.11.2014 ready to eat food material packets supplied by the petitioners were found infected with worms and fungus. In the inspection carried out on 21.11.2014 in the Kutela Aangan Badi centre, 106 packets of ready to eat food material prepared on 26.9.2014 was found stored and it is in these packets worms and fungus have been found. The food packets prepared in September, October and November, 2014 were not found at

the production unit. Since the food packets prepared in October and November were not found, the Sub Divisional Officer concluded that the old food packets have been supplied and fresh material has not been prepared.

3. It has been argued by learned counsel for the petitioners that if the concerned Aangan Badi centre did not distribute the same but kept it stored in the Aangan Badi centre, the petitioners cannot be faulted with. He would further submit that in the production unit, nothing illegal or irregular was found, therefore, the order of cancellation of agreement is bad in law and deserves to be set aside.
4. Per contra, learned State counsel has supported the action taken against the petitioners. She would draw attention of the Court to para-6 of the supply agreement.
5. Admittedly, terms and conditions of supply of ready to eat food material have been mentioned in the agreement (Annexure-P/2). Clause-6 of the agreement provides that ready to eat food material should be consumable for a period of 3 months from the date of production meaning thereby that a food packet prepared on 26.9.2014 should remain in consumable condition at-least till 26.12.2014. However, in the case at hand, inspection was carried out firstly on 13.8.2014 and secondly on 21.11.2014. In the second inspection, food packets prepared on 26.9.2014 were found to be infected with worms and fungus. Thus, there is clear violation of clause-6 of the agreement.
6. The argument raised by learned counsel for the petitioners that substandard food packets were not found in the production unit but it was found in the Aangan Badi centre, therefore, the petitioners cannot be held

liable has no substance because admittedly food packets were prepared by the petitioners' unit on 26.9.2014 and the same should have been consumable at-least till 26.12.2014 but in the inspection carried out on 21.11.2014, the same was found to be substandard being infected with worms and fungus.

7. In the considered opinion of this Court, the respondent authorities have not committed any illegality or irregularities by canceling the agreement because supply of ready to eat food material concerns the mid-day meal scheme for women and children of weaker section of the society. If such lapses are ignored and condoned, health and safety of weaker section of society would be at stake.
8. For the foregoing, the writ petition being without any substance deserves to be and is hereby dismissed.

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