

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

(1)

WP NO.101/2015

17 WRIT PETITION NO. 101 OF 2015

1. M/s Indira Provision,
Kadradbad Plot, Parbhani,
Through its Proprietor
Mahendrakumar s/o Bharatlal Jaiswal,
Age 57 years, Occu: Business,
r/o Kadradbd Plot, Parbhani,
Tq. and Dist.Parbhani.

AND ANOTHER

...PETITIONER

VERSUS

1. The State of Maharashtra and others.

...RESPONDENTS

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Advocate for Petitioners : Mr.Imale Ramesh R.
AGP for Respondent State: Mrs. A.V.Gondhalekar
Mr.Patil Pravin S., Advocate, for R/6.

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CORAM : R. M. BORDE & P.R. BORA, JJ.
Dated: July 14, 2015

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PER COURT :-

1. The petitioner is objecting to the order dated 26.11.2014, issued by respondent no.3, authorizing respondent no.6, to extend Diet Services for the selected Government Hospitals in the State of Maharashtra.

The petitioner contends that he was awarded a contract for supply of vegetables in pursuance to issuance of tenders in

agp/-

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(2)

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2014-2015. According to petitioner, the period of supply prescribed was during 2014-2015. It is mentioned in the order issued to the petitioner on 29.11.2014, permitting him to effect supply of vegetables that, the order is being issued in respect of supply until finalization of the Rate Contract at the Divisional level, and after completion of the said exercise, the offer issued to the petitioner shall stand cancelled automatically.

2. It does appear that the respondents initiated process for extending Diet Services to the hospitals in four circles in the State. On-line bids were invited in the month of May, 2014. It is stated that in response to the tender notice, 11 bids were received out of which 9 bids were found to be responsive in technical evaluation. Respondent no.6 is selected for extending supply in Aurangabad and Latur Circle in consonance with the tender process initiated in May, 2014. Respondent no.6, as such, is directed to continue with the supply of food articles to the hospitals. The contract issued to the petitioner has been terminated in consonance with the offer letter issued on 29.11.2014. We do not find any inconsistency or irregularity in the action of the respondents in directing cancellation of the order issued in favour of the petitioner in respect of supply of vegetables.

3. Reliance is placed on the reported judgments in the matters of **M/s Supreme-Mahavir (JV) & others Vs. Municipal**

agp/-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
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(3)

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Corporation of Greater Mumbai and others (2013 (4) ALL MR 332) and Sandeep Sharadchandra Thakur Vs. Navi Mumbai Municipal Corporation & Others (2013 (3) ALL MR 744) .

The judgments cited proceed on different footings and in different circumstances and, as such, the ratio laid down thereunder is not applicable to the facts of the instant case. Apart from this, we find that no issue of public importance is raised in the instant petition. The action of the respondents does not appear to be to the detriment of public good. In view of the judgment of the Supreme Court in the matter of **Raunaq International Ltd vs I.V R. Construction Ltd. And Ors (1999 (1) SCC 492)**, since there is no question of public good involved in the matter, interference by the High Court under Article 226 of the Constitution of India is not warranted.

Writ Petition is devoid of substance and stands rejected.

(P.R. BORA, J.)

(R. M. BORDE, J.)

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