

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.19882 of 2012

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Vikash Kumar Kashyap Son of Shri Arun Kumar Singh Resident of Village-
Devapur, P.O.- Devapur, P.S. Barauli, District- Gopalganj (Bihar)

.... Petitioner

Versus

1. The State of Bihar
2. The Health Secretary Cum-Executive Director, Bihar State Health Society,
Patna, Bihar
3. The District Magistrate, Gopalganj-Cum-Chairman, District Health Society,
Gopalganj
4. The Civil Surgeon-Cum-Member Secretary, District Health Society, Gopalganj
5. The Incharge Medical Officer, Primary Health Centre, Sidhwalia, District-
Gopalganj
6. The Incharge Medical Officer, Primary Health Centre, Baikunthpur, District-
Gopalganj
7. The Health Manager, P.H.C. Sidhwalia, Gopalganj
8. The Health Manager, P.H.C. Baikunthpur, Gopalganj
- Respondents

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Appearance:

For the Petitioner	:	Mr. Shafiur Rahman, Advocate
		Mr. Arun Kumar Prasad, Advocate
For the State		Mr. Raghwanand, G.A.11
		Mr. Sanjay Kumar Tiwary, AC to GA 11
For the State Health Society:		Mr. K.K. Sinha, Advocate
		Mr. Shashi Shekhar, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 30-09-2016

Heard learned counsel for the petitioner and learned
counsel for the respondents.

2. The present writ petition has been filed for quashing
memo no. 662 dated 24.08.2012 issued under the signature of the
District Magistrate, Gopalganj-cum-Chairman, District Health Society,
Gopalganj, whereby and whereunder the earlier contract vide memo
no. 1660 Gopalganj dated 16.07.2010 has been cancelled; and for

directing the respondent authorities to allow the petitioner to continue his ambulance service in the P.H.C. Sidhwalia as well as in the P.H.C. Baikunthpur.

3. Learned counsel for the petitioner submits that the petitioner was awarded the contract for providing ambulance service in P.H.C. Sidhwalia as well as in P.H.C. Baikunthpur, for a period of three years, in terms of memo no. 1660 dated 16.07.2010 issued by the District Health Society, Gopalganj (Annexure-1). Before expiry of the term of the contract, however, the same was cancelled by memo no. 662 dated 24.08.2012, which is the subject matter of challenge in the present writ petition.

4. Learned counsel for the petitioner points out that the impugned order of cancellation was stayed by an order of this Court dated 18.10.2012, pursuant to which the petitioner continued to provide ambulance service for the remaining period of the contract.

5. Learned counsel for the respondent State Health Society appears and has been heard.

6. Having regard to the stand of the petitioner, it is evident that in view of the interim order dated 18.10.2012 by which the impugned order of cancellation had been stayed, the petitioner was permitted by the authorities to continue providing ambulance services for the remaining period of the three years contemplated in the contract in terms of memo no. 1660 dated 16.07.2010 referred to

above. The prayer made in the writ petition has thus now become infructuous and is disposed of as such.

7. It is made clear that the petitioner shall be at liberty to approach the respondent authorities in respect of any claim for payment for the ambulance services provided for the remaining period of the contract.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	04.10.2016
Transmission Date	NA