

THE HON'BLE SRI JUSTICE SANJAY KUMAR

WRIT PETITION NO.23 OF 2016

ORDER

The grievance of the petitioner concern is with regard to the communication dated 23.12.2015 of the Joint Director, Scheduled Castes Development Department, Ranga Reddy District, the third respondent, informing that the contract approved in its favour for supply of food provisions to Government Scheduled Caste Hostels/Institutions for the year 2015-16 in Ranga Reddy District stood terminated. This contract was awarded to the petitioner concern under proceedings dated 29.05.2015 of the Joint Collector/Chairman, District Purchase Committee, Ranga Reddy District. It appears that the petitioner concern was intimated by the third respondent under letter dated 04.07.2015 that it was one of the approved firms for supply of kirana provisions to the Scheduled Caste Hostels/Ananda Nilayams and that it had to remit a sum of Rs.2,00,000/- towards security deposit. It is the case of the petitioner concern that this amount has also been deposited. While so, the impugned communication dated 23.12.2015 was issued stating that the petitioner concern was supplying low quality food provisions apart from increasing the rates of the provisions and terminating the contract on these grounds.

Learned Assistant Government Pleader for Social Welfare, having received written instructions dated 06.01.2016 from the third respondent, confirmed that the petitioner was not put on notice nor was given an opportunity of hearing prior to the issuance of the impugned communication terminating its contract.

In that view of the matter, the impugned action of the authorities is in clear violation of the principles of natural justice. When a commitment had been held out to the petitioner concern that it would be supplying the commodities for a period of one year and a security deposit of Rs.2,00,000/- was also collected from it, it was incumbent upon the

authorities to issue a notice to the petitioner concern, afford an opportunity of hearing and thereafter take action in the matter, if the cancellation of the contract was warranted. As this procedure has not been followed and as the impugned communication dated 23.12.2015 is in flagrant violation of the principles of natural justice, the same is set aside. This shall however not preclude the respondent authorities from taking action afresh in accordance with law against the petitioner, if the same is warranted.

The writ petition is allowed to the extent indicated above.

Pending miscellaneous petitions shall stand closed in the light of this final order. No order as to costs.

SANJAY KUMAR, J

06th JANUARY, 2016

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