

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11378 of 2016

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1. Roshan Kumar Rashik, son of Sri Jagdish Pd Yadav, resident of Village + P.O.- Dhahara, P.S- Raghapur, District- Supaul.
 2. Manoj Kumar Singh, son of Sri Arisudan Singh, residing at Birpur Koshi Colony, P.S- Birpur, District- Supaul.
 3. Sachchida Nand Choudhary, Son of Sri Kartik Choudhary, resident of Village- Babhangama, P.S- Triveniganj, District- Supaul.
 4. Pawan Kumar son of Sri Ghuran Yadav, resident of village- Madhura, P.O.- Sigion, P.S.- Kishanpur, District- Supaul.
 5. Harideo Prasad Yadav, son of Sri Satya Deo Prasad Yadav, resident of Village- Kupha Devipur P.S. Raghapur, Disrict- Supaul.

.... .. Petitioners

Versus

1. The State of Bihar thorough Director Madhyan Bhojan Yojana, Bihar, Patna
2. The Director Madhyan Bhojan Yojana, Bihar, Patna.
3. The District Magistrate, Supaul Dist- Supaul.
4. The District Magistrate-cum Chairman of Selection Committee, Supaul, Dist- Supaul.
5. The District Education Officer, Supaul, Dist- Supaul.
6. The District Programme Officer, Madhyan Bhojan Yojana, Supaul, Dist- Supaul.
7. The District Programe, Officer, (Establishment) Supaul, Dist- Supaul.

.... .. Respondents

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Appearance :

For the Petitioner/s : Mr. Sharda Nand Mishra, Adv.
Mr. Dhananjay Kr. Gupta, Adv.
For the State : Mr. Rajeev Shekhar, A.C. to G.A.-13
For the Mid-day Meal : Mr. Gunjesh Kumar, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 02-08-2017

Heard learned counsel appearing for the respective



parties.

2. In the present case, the petitioners are seeking the relief of issuance of *mandamus*, commanding the respondents to issue the letter of engagement as contractors with respect to different blocks within the district of Supaul with respect to tender notice no.02 of 2016.

3. The Director, Madhyan Bhojan Yojana, Bihar issued the letter no.5068 dated 25.04.2011 for the appointment of the contractors for supply and distribution of Madhyan Bhojan to the different centres. According to the advertisement, necessary condition was to deposit the Bank Guarantee of Rs.50,000/- and Rs.10,000/- as reserved deposit, but the said advertisement could not be materialized and was cancelled. A fresh tender notice was issued for selection of contractors in the block level within the district of Supaul. The condition of deposit the money remained the same, but the said tender notice was again cancelled and again a fresh tender was issued vide tender notice no.2 of 2016 on 03.08.2016, condition was changed, as the Bank Guarantee of Rs.2,50,000/- and reserved price of Rs.50,000/- were made.

4. In pursuance of the said notice, the petitioners and



others have dropped the sealed cover tender with respect to 11 blocks. After conclusion of the selection process, the contractors for three blocks only were appointed, viz. Supaul, Marona and Saraigard Bhaptiyahi, but with respect to remaining eight blocks the Committee did not declare selected contractors, the petitioners have applied with the respect eight blocks, remained with the empty hand. Again the notice was published for re-tendering, which was challenged by way of filing Interlocutory Application No.5697 of 2016, raising grievance that the action of the District Magistrate for issuing fresh tender with respect to rest right blocks, is completely illegal having claimed that they were successful contractors, but illegally they have not appointed and provided the work. This Court has stayed the fresh selection of contractors.

5. Learned counsel for the petitioners submits that the petitioners have all requisite qualifications for selection of contractors, though they deposited the Bank guarantee and made reserved deposit as per the N.I.T., but illegally they have been deprived.

6. Learned counsel for the State and learned counsel for the Madhyan Bhojan Yojana submit that the period of contract was for one year, that has already been elapsed, vide order dated



12.04.2013 (Annexure-9), only those would operate who were working from earlier till the fresh arrangement is made to ensure regular supply of Madhyan Bhojan to every children.

7. Learned counsel for the petitioners submits that though it was for one year, but there is a provision that it can be extended upto three years and having exercise that power the Director, Madhyan Bhojan Yojana has allowed contractors, who have been selected, to continue the work and they have wrongly been deprived of the work of distribution of Madhyan Bhojan.

8. As the period of contract is over, this Court cannot give any direction to appoint the petitioners as contractors for distribution of Madhyan Bhojan nor this Court can give direction that till the fresh contractors is appointed the Director should induct the petitioners for distribution of the Madhyan Bhojan, but this Court directs let there should be a fresh selection of the contractors by issuing fresh tender notice within a period of three weeks from the date of receipt/production of a copy of this order and complete the entire process of selection within a period of two months thereafter. The petitioners are at liberty to participate in the selection of the contractors. It is made clear that this order will not cause any prejudice to anybody. It is also made clear that extension which has



been granted to others will not be available after the fresh selection.

9. With the aforesaid observations and directions, this writ application is disposed of.

(Shivaji Pandey, J)

pawan/-

AFR/NAFR	N.A.F.R.
CAV DATE	N/A
Uploading Date	16.08.2017
Transmission Date	N/A

