

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.16365 of 2016

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1. Akhilendra Nath Trivedi, Son of Sri Birendra Trivedi, Resident of Village + P.O.- Lalgah, P.S.- Shyampur Bhatha, District- Sheohar (Bihar).

.... Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Govt. of Bihar, Patna.
2. The Principal Secretary, Health Department, Govt. of Bihar, Patna.
3. The Executive Director, State Health Society, Govt. of Bihar, Patna.
4. The District Magistrate, Sheohar, Bihar.
5. The District Health Society, Sheohar through District Programme Manager, Sheohar, Bihar.
6. The Civil Surgeon cum Member Secretary, District Health Society, Sheohar, Bihar.

.... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ravindra Kumar, Sr. Advocate. Ms. Krishna Kumari
For the State	:	Mr. Kamlesh Kishore, Ac to SC-12
For the Intervener	:	Mr. Ram Kumar Singh

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 28-08-2017

Heard the parties.

In the present writ petition, petitioner is challenging the advertisement dated 10.9.2016 issued by the District Health Society, Sheohar inviting tender for providing electric/electrical power through generator services to several medical centers, such as at Sadar Hospital, Community Health Centre, Primary Health Centre, Additional Primary Health Centre under Sheohar. Further prayer has been made for issuance of direction to the respondents not to interfere with the operation of generator by the petitioner at



different centers in Sheohar District.

Brief facts of the case is that tenders were invited in the year 2013 for outsourcing uninterrupted power supply through generator at Sadar Hospital, Sheohar and other medical centers. Petitioner participated in the tender, was selected being lowest tenderer, accordingly vide memo no. DHS 1237 dated 3.12.2013 was allotted work order for supply of electricity power at Primary Health Centre Purnahia, Dumari Kstsari, Sheohar. Later on Civil Surgeon-cum-Member Secretary, District Health Society, Sheohar vide memo no. DHS 113 Sheohar dated 31.1.2014 allotted the work for supply of electricity through generator to Primary Health Centre Narwara, Lalgah, Adauri, Kamrouli and Kishar for one year inserting the clause of extension of work period on satisfactory service and it was also provided. In the event of unsatisfactory service the work order would be terminated giving one month notice by either side. Though no specific letter has issued for extension of the period of contract but he was allowed to supply the power to the aforesaid centre through generator.

In 2015 three men committee was constituted to submit the report of the working at centres. It was found except Primary Health Centre, Piprahi other centres are working well and recommended for fresh tender for Primary Health Centre Piprahi.



Certificates granted to the petitioner have been attached showing good work of the petitioner. A letter dated 27.5.2010 addressed to all Civil Surgeon has been brought to the notice where in it has been provided if work of the agency would be found satisfactory, the period of contract may be extended for further three years. The petitioner filed an application on 10.9.2016 for extending the period of contract mentioning therein he has satisfactorily carried out service at all centres, period of contract be extended.

An intervener application has been filed on behalf of Indradeo Singh Seva Asanstham through its Secretary Rajgaurav stating therein that he has been selected in the tender.

The Society has taken a plea that period of contract was for one year but was allowed beyond contract period for the period about three years. There is no illegality in issuance of fresh tender.

Having considered the rival contentions of the parties, it is an admitted fact that petitioner was declared successful in 2013 for one year attaching the enabling provision for extension of period subject to satisfactory service. Though no specific letter was ever issued extending the period of contract but the petitioner continued to supply the power to different centres as mentioned in



the work order. In 2015 it was decided grant of extension of period universally. As the period of contract is over, no further extension was ever granted, but he continued to remain engaged in service of supply of power. After the period over, the petitioner does not have any contractual right, or legal right or any right to compel the respondent to extend the period of contract for further three years. When advertisement has been published for selection for new person it is very difficult for this Court to interfere with advertisement and compel the respondent to further extend the period of contract for three years which has already elapsed.

In such view of the matter, this Court does not find any merit in this writ petition. It is accordingly dismissed.

(Shivaji Pandey, J)

Vinay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	6.9.2017
Transmission Date	NA

