

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.10288/2015

1] Maharashtra State Co-operative
Consumers Federation Ltd. Mumbai
Through its Additional Managing Director
87-4, Raj Chamber, 5th Floor
Devji Ratanji Marg, Dana Bandar
Mumbai.

..PETITIONER

Versus

1]The State of Maharashtra,
Through the Secretary to Government
Medical Education and Drugs Department,
Mantralaya, Mumbai.

2]The Director of Medical Education
and Research, Saint George Hospital
DGC Building, 4th Floor,
Near CST, Mumbai-400001.
(Copies to be served to the Govt.Pleader
High Court Bench at Aurangabad)

..RESPONDENTS

Mr.Ajeet B. Kale, Advocate Advocate for petitioner
Mr.S.G.Karlekar, AGP for Respondents 1 and 2.

**CORAM : S.C.DHARMADHIKARU &
MANGESH S.PATIL,JJ.**

DATE : 07/06/2017

ORAL JUDGMENT [PER DHARMADHIKARI,J.] :-

1] Rule. Rule made returnable forthwith. Learned Assistant Government Pleader waives service for respondents 1 and 2. By consent Petition is heard finally.

2] By this petition under Article 226 of the Constitution of India, the petitioner is seeking writ of mandamus or any other writ, order or directions thereof directing the respondents to quash or not to act upon a decision dated 5/10/2015 copy of which is at Annexure "J" to the petition.

3] The Writ Petition essentially prays for calling the records and proceedings and thereafter the directions as above.

4] The petitioner is a society registered under the provisions of the Maharashtra Cooperative Societies Act, 1960. It is claimed that the Government has control over the affairs of this petitioner in the sense that its share capital is substantially held by the State Government. The petitioner Federation has claimed that it is under total control of State Government.

5] The first respondent is the State and exercised powers

through its Secretary, Department of Medical Education and Research, Government of Maharashtra, Mumbai and the second respondent is the Director of Medical Education and Research.

6] In para 2 of the Petition, the petitioner makes reference to a Public Interest Litigation No.3427/2000 filed before the Nagpur Bench of this Court. The issue involved therein is of providing medicines to the patients taking treatment at public hospitals. This Court was pleased to appoint a committee known as Bhagwati Committee. The Court directed that said Committee shall prepare a report and submit it to the Court. Thereafter, based on its recommendation, this Court directed the Maharashtra Government to take specific action.

7] Acting on the basis of the order passed by this Court and report, the Government took a decision on 2/3/2009 that the petitioner shall be handed over premises or shops in the compound of Government hospital/medical colleges for distributing medicines and drugs to the patients at affordable rates and prices.

8] The petitioner relies upon this Government Resolution copy of which is annexed at Exh.A and submits that it was authorised to purchase, store, sell and establish the independent channel for running said shops. The petitioner then took a decision and appointed independent/separate channels for running the shops. The Federation therefore, claims that it was running the shops.

9] An agreement was executed with this Federation by Government in pursuance of the G.R.dated 2/3/2009 and the terms and conditions incorporated therein are relied upon. It states that if there is any dispute between the parties then it will be resolved by mutual understanding. If there is no solution found at such mutual exchange or meeting then recourse can be taken to Arbitration. It is submitted that the duration of this agreement was for ten years. Thus for ten years the petitioner could have distributed the drugs and medicines from the shops set up.

10] The petition then states that this decision was wrongly taken by the State, particularly when it defended a Writ Petition filed by one Sunil Choudhari being Writ Petition No.6187/2010. That petition was filed before this Court at its bench at Aurangabad. The Government defended the action by stating that it was acting in terms of this Court's order and direction in the above P.I.L. and that the dispensation and distribution of the drugs is initiated by the Government itself. The State has not delegated its powers and functions or duty particularly of subserving larger public interest. It is the Government according to the petitioner which had decided to sell the drugs at the rate or price cheaper than the market so that those who need the drugs and medicines are not adversely affected and can purchase the same at the said shops. The purpose of putting up of such shops in public and Government hospitals according to the petitioner is obvious.

11] The claim of the petitioner is that it was acting in terms of this authorisation from the Government and had not deviated much less breached and violated the terms and conditions of the Government Resolution.

12] However, by the impugned resolution the Government has arbitrarily terminated the contract and this termination is effected under the garb of a change in the policy. However, this action is wholly arbitrary, discriminatory and violative of the mandate of Article 14 of the Constitution of India. That Article requires the State to act fairly reasonably and not arbitrarily. There was no breach of the agreement and the petitioner has worked to the satisfaction of all concerned for seven long years.

13] It is on these grounds that the above reliefs are claimed.

14] The argument of the learned counsel appearing for the petitioner is that the impugned decision is taken merely because there is a change in the composition of the political outfit or party in power. The earlier decision was taken when the Congress-N.C.P. Government was in power. Merely because that political outfit has lost the Assembly election and a new political combination viz. BJP and Shiv-Sena Government has taken over, does not mean that the decision taken earlier in public interest must be recalled or set aside. The acts of earlier Government cannot be brought to an end merely because of the political differences or that somebody else has now assumed power. The present political outfit desires to favour its own members and societies and that is why the subject decision has

been taken.

15] The second contention assumes that even if the earlier decision was a policy measure and the law does not prevent the Government from modifying its earlier policies, still even such decision has to be within the ambit of Article 14 of the Constitution of India. In the garb of change in policy earlier welfare measure cannot be brought to an end. This is not what the law envisages nor its interpretation made by Hon'ble Supreme Court of India enables the State. Thus even when a recalling or modifying power vests in the State, it has to be exercised reasonably or there is a presumption that the State should not take any action arbitrarily or without adherence to the Rule of law. In such circumstances, the contract could not have been arbitrarily terminated.

16] The alternate submission is that the Government cannot take a decision of terminating a contract. It must reach a conclusion that there was a breach or violation of agreement between petitioner and State. The State is bound by a written contract which incorporates the terms and conditions of the arrangement. Our attention is invited to the Government Resolution dated 2/3/2009 and particularly the terms and conditions. It is stated that there are two types of terms and conditions. First are the administrative terms and conditions. Condition no.7 therein is very clear. The petitioner is obligated to sell drugs and medicines at the rate or price which is lesser than 5% of the market rates. That has to be maintained. There is no complaint from any quarters much less from anybody who

is treated or admitted as a Indoor Patient at public hospital that the distribution of the drugs was not at the price but a higher rate. Secondly, Condition nos.8,9 and 10 under the agreement are that the petitioner cannot involve somebody else while dispensing and distributing the drugs. There is a false allegation made that the petitioner has sub-let the premises and inducted third parties, they have not surrendered their rights under the agreement in favour of the private parties as is falsely alleged. They have been involved as a part of the network or a mechanism which was permissible within the clauses referred above. It is also submitted that the technical terms and conditions have never been violated nor was there any breach complained. If there was any complaint received, then, the petitioner should have been put to notice and a explanation called for in that regard. Nothing of this sort has been done nor there is any adverse report of any authority at all. The technical terms and conditions and particularly enlisted at Sr. Nos.9, 10 and 11 have been thus followed.

17] It is contended that the rejoinder affidavit tendered during the course of the hearing of the petition to demonstrate that neither the function or duty towards the public or patients at large has been avoided or given away nor anybody has been inducted as a sub-lessee. There is no unauthorised induction of any third party. There is an agreement about the drugs dispensation and medicines by the parties and which is reduced into writing. Therefore, looked at from any angle the impugned action violates the mandate of Article 14 of the Constitution of India. The petitioner's counsel placed heavy reliance on the

judgments of Hon'ble Supreme Court reported in **AIR 2002 S.C. 685 in the case of State of Haryana V/s State of Punjab and another and the famous judgment in the case of Kumari Shrilekha Vidyarthi etc. V/s State of U.P. and others reported in AIR 1991 S.C. 537.**

18] On the other hand the learned advocate appearing for the contesting respondents submits that in the affidavit in reply the State has pointed out as to how the terms and conditions of the agreement have been breached. It is submitted that there is absolutely no substance in the contention that earlier orders of this Court or that of the Nagpur Bench are contravened by the subject action and equally the impugned one is a policy decision or a measure devised by the State and to achieve a laudable public purpose. The State decided to provide drugs and medicines to those taking treatment whether as indoor or outdoor in public or civil hospitals and the State chose this petitioner-federation for it retained control over its affairs and activities. However, there are specific terms and conditions which have been imposed on the petitioner in the Government Resolution dated 2/3/2009 and equally in the agreement. Now the Government has decided for good reasons not to continue that arrangement. The Government has effected a change in the policy by impugned G.R. and secondly it has set out as to how it has found that there is a term and condition which binds the petitioner and which mandates that the petitioner should run these shops and dispense and distribute the drugs. Those arrangements have been given a complete go bye by unauthorisedly inducting the third parties. The drugs and

medicines shops are now run by these third parties. They have assumed complete control of the premises. In such circumstances the satisfaction reached is reasonable, just and fair. The State cannot be compelled to continue an arrangement and when it finds it has not served larger public interest, that action of the State cannot be interfered by this Court in its writ jurisdiction only because this Court opines that another solution is possible. Secondly, terminating a contract is permissible and this Court's different opinion is not conclusive when the decision reached by the State is neither perverse nor contravenes any provision of law. Therefore, in writ jurisdiction it is not possible for this Court to interfere with this action. The Government counsel would submit that from the petitioners own documents it is evident as to how third parties have been illegally and unlawfully inducted. For these reasons it is submitted that the petition be dismissed.

19] With the assistance of the Advocates appearing for both sides, we have perused the petition and all the annexures thereto.

20] To the memo of the Writ Petition itself petitioner annexed earlier decisions and incorporated in the G.R. dated 2/3/2009. The preamble to this Government Resolution states that on account of the result of this Court and on account of opinion being expressed by this Court it was decided by the State to make a policy so as to sell, distribute the drugs and medicines required for treatment by patients in public hospitals, civil hospitals of State or those civil hospitals located as a part and

parcel of medical college. This facility was to be provided by establishing Drug and Medicine Stores within the premises of these hospitals. Those who take treatment at such hospitals, are coming from the poor and downtrodden sections of the society. They cannot afford medicines nor they can purchase from the market because of their high prices. The medicines should be made available to those who need them and not to those who can afford them. That way mandate of Article 39-B and C of the Constitution of India cannot be fulfilled. It is towards that end, the decision was taken and to appoint the petitioner federation. Thus the State's duty of making available at a cheaper and affordable prices essential drugs and medicines was to be discharged by the petitioner federation. There are terms and conditions in the G.R. and which also form part of the written agreement. The administrative terms referred to the area of the shop which would admeasure 200 to 250 sq. ft. These shops would be leased for a period of ten years to the petitioner federation. The area would be measured and equally the dimensions through competent officials. The Dean and respective officials would oversee and supervise all the legal requirements and ensure their fulfillment. The rent payable for the premises would be determined by the Public Works Department. It would be revised and increased after three years. If the rent is outstanding and not paid for a period of six months that would be recovered with interest. The income derived in the form of rent shall be utilised for the purpose of maintenance and upkeep of the above hospitals. The electricity and water supply is to be obtained by the petitioner in its own name and on the terms and conditions which can be imposed

by the authorities while making that available. Condition no.7 refers to the price of medicines and it shall always be maintained at 5% below the market rates. Condition no.8 obligates the petitioner to purchase medicines, stock, sell them and also to make the requisite financial investment for that purpose and to enable it to run shops. Thus the administration, management and day to day running of the shop shall be by the petitioner and it is free to establish the necessary mechanism. The other terms and conditions are that there should be an agreement. That agreement has to be executed by competent official of the State and the petitioner in writing.

21] The technical terms and conditions and every aspect of the management of the shop and distribution of the drugs shall be supervised by the competent official. They must ensure that the shop is kept open 24/7. The parties must also ensure that for the purpose of purchasing and selling the shops the petitioner must make arrangement of appointment of three registered Drug Inspectors and other benefits and welfare measures of the State shall also be taken into consideration. The price as determined by the National Pharmaceutical Pricing Authority (NPPA) would bind the petitioner. All necessary records be maintained by the petitioner and specific to the terms and conditions as are imposed.

22] The petitioner may rely upon letter dated 4/5/2010 addressed to the Assistant Commissioner, Food and Drugs Administration, Government of Maharashtra which refers to the establishments at Aurangabad, Miraj, Dhule, Nanded, Akola,

Kolhapur and Yavatmal. The learned advocate appearing for the petitioner would submit that the establishments of the petitioner were known to the authorities and it disputes the involvement of one Jagruti Medico Pharma and Kaynatic Medicaments India Pvt. Ltd. Aurangabad. There was no objection raised and there was no allegation ever made of any breach of terms and conditions.

23] We have perused the order passed by Division Bench of this Court at Aurangabad dated 29/7/2010 in Writ Petition No.6187/2010. That Writ Petition involved a challenge to the G.R. dated 2/3/2009. That challenge was negated by this Court. The challenge was raised by a rival in the sense that one Sunil Choudhary was interested in obtaining a licence or permission to set up medicine shop in public hospital. However, that challenge was negated and rightly by this Court by relying upon the policy measure as contained in the G.R.dated 2/3/2009. We are of the opinion that as a part and parcel of the obligation of the State and towards fulfillment of the Directive principles of State policy, the State decided to dispense and distribute drugs to patients taking treatment and admitted at public hospitals by making arrangement on its own. The State of Maharashtra decided to run these medicine shops through its own department or from its own funds. However, it appointed a representative and over which it had complete control, for running the shops and to distribute and sell drugs. It made the petitioner available a public property and within the premises of these civil hospitals. There was therefore an obligation on the petitioner to ensure that it retains control not only of the drugs,

medicines and the distribution mechanism but the premises themselves. The premises cannot be handed over to any third party as they could not be handed over even to the petitioner without a proper procedure. The ordinary law mandates that any public property has to be disposed of by inviting bids and tenders from the public. It was open for the State to dispense with this condition imposed by Article 14 of the Constitution of India as interpreted by Hon'ble Supreme Court provided it sub serves larger public interest and the State does not divest itself of its right, title and interest in the property. The State has in this case no right, title and interest in the public property but acts as a trustee of the public. It has created a lease in favour of the petitioner merely because it was its own representative and the State is the controlling authority. While disposing of the property on lease hold basis the State is obligated to invite tenders and bids. However, the State as a part of a welfare measure took a decision to bring in the petitioner federation. The petitioner federation was therefore aware of the terms and conditions imposed upon it as a part of a public function and duty which the State itself is obliged to perform. The petitioner should have been vigilant and should not have done anything in contravention of the terms and conditions.

24] When the State reached a decision as above after nearly three years of the implementation of the beneficial and benevolent policy, it found that the establishment has not worked for the welfare of the patients and those taking treatment at the public / civil hospitals at all. The petitioner may have sold drugs at a price at which people can afford. However,

the petitioner was not working to the satisfaction of the State. The State therefore framed another policy and which is now incorporated in the G.R.dated 5/10/2015. In the preamble of this Resolution the Government arrived at a satisfaction and records that the arrangement made by appointing the petitioner has not served its purpose and the premises have been allowed to be utilised by third parties. There was a concluded contract between the State and the petitioner but a careful perusal of the impugned G.R. leaves us in no manner of doubt that now there is change in the policy. The Government has now decided to evolve another measure which would ensure timely dispensation and distribution of drugs and medicines to the needy patients and those taking treatment in public hospitals. The Government has to provide health care facilities and maintain them for the welfare and wellbeing of the public at large. The directive principles of State Policy advises to take such measures as would enable it to serve the public at large. If welfare and well being of all is to be achieved, then, it is necessary to provide more health care facilities to those residing in far and remote places and villages. They cannot travel to cities or urban and semi urban areas or take treatment provided at private hospitals, nursing and surgical centers. The private practitioners cannot be consulted for those residing in such areas being poor and down trodden cannot afford their fees and charges. That is why public hospitals are set up and maintained by the State. Merely setting up hospitals and establishments does not serve the purpose as they have to be equipped in every sense of the term. They must not only possess the requisite equipments, facilities but adequate number of staff in the form of Doctors and Para Medicals. Naturally when treatment has to be administered then, medicines have to be provided. The

medicines are to be consumed and taken as a part of the treatment of life style diseases or ailments which have no easy and quick cure. These require prolonged treatment and for that arrangements have to be made. A medicine shop in the public hospital therefore must distribute and sell drugs at cheap and affordable rates determined by the State. It is such a policy which is implemented with the aid and assistance of the petitioner. However, the State has now found that it has not served its purpose and therefore, must give way to another or fresh policy measure. We do not see as to how the petitioner can complain if there is change in the policy. The petitioner does not have a vested right to continue in possession and occupation of a public property and when the arrangements in that regard are now sought to be modified. Merely because there is an agreement and that agreement is to dispense and distribute drugs for a period of ten years, relying on such an agreement, which also is not one sided, the petitioner cannot hold on to a public property as if it vests in it. Secondly, this is a written agreement. The terms and conditions incorporated in the Government Resolution dated 2/3/2009 bind both the petitioner and the State and that is clear from a perusal of both these documents. The State is free to put an end to a contract of the nature arrived at in this case, once the overriding public interest demands it.

25] The State has definite material so as to enable it to reach a satisfaction that the policy decision must be reviewed and modified. In the affidavit in reply filed by the State affirmed by none other than a Professor and Head of Department (Microbiology), Government Medical College and Hospital, Aurangabad for and on behalf of the respondents 1 and 2, the State relied upon the earlier decision as

also the order passed by a Division Bench of this Court. It makes a reference to the contract. The Government observed that the Maharashtra State Cooperative Consumers Federation Limited, Mumbai (petitioner) has sub let the allotted place to a particular Pharmaceautical agency. The details of the same are set out from pages 49 to 51. This part of affidavit reads as under :

“The details of Government Resolution and Pharma Agencies appointed by Mah.State Co.op. Consumer Federation Ltd. Mumbai to run a Medical shops in Hospital is as follows :

Sr.No	Name of Government Colleges and Hospitals	Date of G.R. for space allotment	Agency appointed by Mah.State Co.op. Consumer Federation Ltd.Mumbai.
1	Govt.College and Hospital,Latur	02/03/09	Jagruti
2	Padamabhushan Vasant Dada Govt.Hospital,Sangli	02/03/09	Jagruti
3	Swami Ramanand Terth Govt.College and Hospital Ambajogai	02/03/09	Jagruti
4	Shri Chatrapati Shivaji Maharaj Hospital,Solapur	02/03/09	Jagruti
5	Govt.College and Hospital, Nagpur	24.1.2012	Jagruti
6	Indira Gandhi Govt.College and Hospital,Nagpur	02/05/13	Jagruti
7	Super Speciality Hospital,Nagpur	02/05/13	Jagruti
8	Govt.College and Hospital,Miraj	02/03/09	Jevan Dhara

9	Chatrapati Pramila Raje Hospital,Kolhapur	02/03/09	Jevan Dhara
10	Govt.College and Hospital,Akola	02/03/09	Jevan Dhara
11	Govt.College and Hospital,Dhule	02/03/09	Jevan Dhara
12	Govt.College and Hospital,Aurangabad	02/03/09	Jevan Dhara
13	Shri Vasantrya Naik Govt.College and Hospital,Yavatmal	31.8.2009	Jevan Dhara
14	Cancer Hospital,Aurangabad	24.1.2012	Jevan Dhara
15	Guru Govind Sing Hospital,Nanded	02/03/09	Dhanshri
16	Sasoon Hospital,Pune	02/03/09	Sanjevni

5] It is a fact that the Government of Maharashtra allotted a space to Mah.State Co.op. Consumer Federation Ltd. Mumbai to set up medical shops in various Hospital comes under the perview of this department, but as shown in column no.4 of the above table, Mah.State Co.op.Consumer Federation Ltd. Mumbai sublet 7 medical shops each to Jagruti and Jevan Dhara Pharma Agency and remaining two shops were sublet to Sanjevani and Dhanshir Pharma Agencies made by Mah.State Coop.Consumer Federation Ltd. Mumbai is unjustified and monopoly in nature. The Pharma Agencies named as Jevan Dhara and Jagruti were allotted seven shops each. It is submitted that due to this government took the decision to cancel the G.R.Dt. 2.3.2009, 31.8.2009, 24.1.2012 and 2.5.2013 and the same were cancelled vide G.R. Dt. 5.10.2015."

26] We are therefore of the opinion that not only on the ground that any earlier policy decision can be reviewed, altered, changed and that power vests in the State to sub serve larger public interest and none can claim a vested right in him or her on the basis of a

particular policy. Additionally, we find that the Government has not abruptly terminated the agreement or the contract arrived at between it and the petitioner. It had in its possession definite material which enables it to recall and review its decision taken earlier.

27] We are not with the petitioner's advocate on the point that the petitioner was prejudiced for no notice or any opportunity was given to the petitioner to show cause and such allegations are made for the first time. The petitioner does not dispute that it addressed a communication dated 4/5/2010 to the State. It is the petitioner who makes reference to Jagruti Medico Pharma and another. Hence, the State is required to probe and investigate these arrangements in further details. It carried out that exercise and reached the above satisfaction. We do not think that it is vitiated in any manner nor does it contravene the principles of fairness, non discrimination in State action or the mandate of Article 14 of Constitution of India. Equality before law and equal protection of law is a positive concept. It is not negative or intended to benefit somebody who is taking advantage of his own wrong. The petitioner inducts these parties and it is evident from the documents relied upon by petitioner's advocate and copies of which are annexed to the rejoinder affidavit. On perusal of the same we find that atleast in two establishments of the petitioner in the garb of setting up a mechanism the third parties are inducted

and without obtaining any prior permission or authorisation from the State. It is evident that though the petitioner holds the license to distribute drugs, M/s Jagruti Medico has obtained a certificate of renewal of the license. The name of Jagruti Medico pvt. Ltd. is attempted to be passed off as that of Maharashtra Federation Ltd. That cannot be countenanced. Those registered as pharma agencies and persons incharge of the same are private parties. The premises have been also handed over to this agency called Jagruti. It is therefore a clear attempt to obtain from the Food and Drugs Department an authorisation or licence so as to distribute drugs, sell medicines in the name of the petitioner but by Jagruti medical. This agency having been inducted, we have no manner of doubt that the petitioner has not abided by the terms and conditions imposed on it. In the garb of creating a mechanism during implementation of the earlier policy incorporated in the agreement, petitioner has divested itself of the premises which were handed over to it. It has inducted third parties. It also licensed them to sell the drugs. All this clearly means that the petitioner's name appears only on a display board whereas the drugs and medicines store is owned and managed by somebody else. This act of the petitioner and repeatedly carried out at various places enables the State to have a relook at the contract and to terminate it so also carve out some other policy.

28] This is not a decision contravening the principles as enshrined in Article 14 of the Constitution of India as interpreted by the Hon'ble Supreme Court .

29] In Shrilekha Vidyarthi's case the District Government Counsel who held an office or post under the State was not merely acting in terms of a contract between him/her and the State. There was a public element attached to it therefore, while removing such District level counsel en bloc, the State could not have acted arbitrarily. While emphasizing that aspect the Hon'ble Supreme Court also cautioned the State that in contractual matters its acts can be tested on the touchstone of reasonableness, non arbitrariness, non discrimination as envisaged by Article 14 of the Constitution of India. The mandate of that article does not enable the State to act as per its whims and fancies nor at the sweet will of the Government. It must act fairly, reasonably and in adherence to the rule of law. These principles bind us and we have no doubt that when the States act even in contractual matters, they can be tested on the touchstone of these principles but we have not found In the circumstances of this case that the State's action is vitiated by unfairness, unreasonableness nor are contrary to the rule of law and the mandate of Article 14 of the Constitution of India. Shrilekha Vidyarthi's case enables us to reach this conclusion. We find nothing

in the said judgment which would counter our view.

30] There was Inter-State water dispute between the two States of Haryana and Punjab. Merely because a decision taken by State and violative to Article 162 of the Constitution of India in relation to fair and equal distribution of water resources was sought to be reviewed and revised by successor government in power that the Hon'ble Supreme Court reminded those holding political power of their duty towards the public. A political outfit therefore cannot adopt a political philosophy or run contrary to the constitutional mandate. None can deviate from the constitutional mandate merely because it holds a different political view. There was an agreement by two States with each other to share water. That had to be fulfilled. The then President of Shiromani Akali Dal, supported it when Shiromony Akali Dal was in power. When that outfit lost power it cannot act contrary to the agreement entered into by Shiromany Longowal. When the disputes arose they have to be resolved by none other than Hon'ble Supreme Court. Therefore the observations in para 17 would guide every State and every political outfit by which they have to hold political power within framework of the Constitution of India and cannot do anything so as to affect constitutional framework and goal. Hence the decision in State of Haryana is distinguishable on facts. Before us, the decision is not taken merely because there was

a change in the political party in power. We have no knowledge in that regard nor we have any definite illustration or instance with reference to the names of the members of the political outfit. A vague and general argument made during the course of oral submission without any pleading or any supporting material cannot be accepted. We do not think merely because there is change in the Government or that a different political outfit has assumed power that the impugned resolution has been issued.

31] Hence no assistance can be taken from the judgment in the case of **State of Haryana V/s State of Punjab**. As a result of the above discussion the Writ Petition fails. Rule is discharged. Writ Petition is dismissed without any order as to costs.

32] At this stage, it is requested that ad-interim arrangement made by this Court on 13/10/2015 and particularly direction to maintain status quo be continued for a period of three months so as to enable the petitioner to approach higher Court. This request is opposed by the respondents.

33] We have found that even if there is a change in policy, it is not as if the petitioner or those in possession of public properties would be immediately dispossessed or thrown out or will not be allowed to

dispose of or distribute the drugs and medicines. The State would have to take all steps and measures in accordance with law. Even if it is a public property it will have to deal with it in accordance with law and public property would not be disposed of without adherence to the same. Therefore until proper and complete arrangements of distribution of drugs are made there need not be any apprehension and we see nothing of that sort for the time being. When any such arrangement is made by the State, we are sure that the State would not take law in its hands but would take all steps only in accordance with law. There is therefore, no need to continue any ad-interim arrangement. The request in that behalf is rejected.

(MANGESH S.PATIL,J.) (S.C.DHARMADHIKARI,J.)

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