

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

WRIT PETITION No. 7036 of 2017

ORDER:

Petitioner is a Diet Contractor supplying diet to the patients in Niloufer Hospital, Hyderabad pursuant to a contract awarded to him on 21.01.2015, as per G.O.Ms.No.325, Health, Medical & Family Welfare (M1) Department, dated 01.11.2011. The contract was for a period of two years from 20.01.2015 to 19.01.2017. Before expiry of the term, the petitioner applied for extension of contract for another one year as per sub-clause (c) of Clause 11 of G.O.Ms.No.325, dated 01.11.2011. The said clause enables the District Diet Management Committee (for short 'the Committee') to extend the term by another one year if the services of the Diet Contractor are satisfactory. However, the contract of the petitioner was extended up to 19.03.2017. Earlier, the petitioner approached this Court by filing W.P.No.46901 of 2016 challenging the jurisdiction of the notifying authority and since the point raised by the petitioner was accepted, tender notification, dated 21.12.2016, was withdrawn and fresh tender notification was issued on 06.02.2017. The petitioner submitted his tender.

This Court by order, dated 01.03.2017, directed the learned Government Pleader to produce the record, and also directed the

notifying authority to continue the tender process but not to award contract.

Learned counsel for the petitioner submits that in the absence of any notice during the period of two years with regard to the lapses, the petitioner is entitled for continuance of the term beyond the period of two years and the Superintendent of the Hospital, who issued the present tender notification, is incompetent.

Learned Government Pleader submits that after disposal of W.P.No.46901 of 2016, the Committee conducted a meeting and took a decision to invite tenders and in pursuance of the said decision, fresh tender notification was issued on 06.02.2017.

Sub-clause (c) of Clause 11 of G.O.Ms.No.325, dated 01.11.2011, on which reliance is placed by the learned counsel for the petitioner, reads as follows:

“The Diet Contract Period will be for 2 years and extendable for one year if District Diet Management Committee (DDMC), satisfied with the service of Diet Contractor. Under any circumstances, fresh tenders must be called for the 4th year, well in advance.”

The said clause is only an enabling provision for the Committee to extend the term of the contract for another period of one year. The petitioner cannot claim the same as a matter of right though he might have submitted a representation before expiry of

the term of two years. With regard to the competency of the Superintendent to issue the present tender notification, learned Government Pleader submits that a decision was taken by the Committee on 24.01.2017 for inviting fresh tenders and pursuant to the same only, the present tender notification was issued. Further, the petitioner himself participated in the tender process.

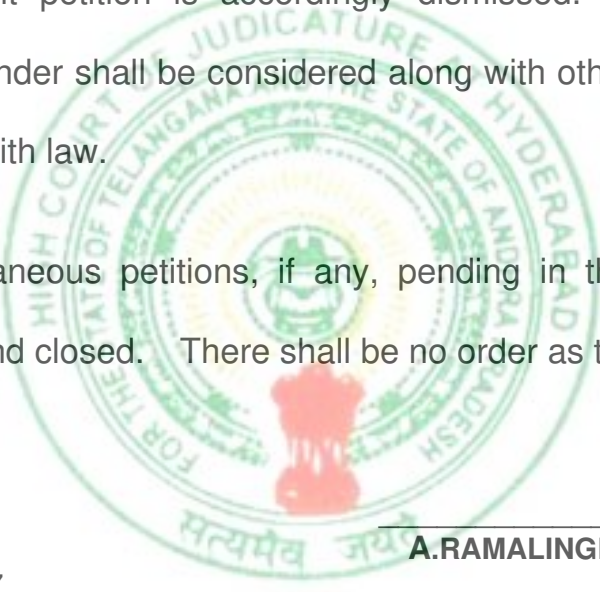
In the circumstances, this Court sees no ground to entertain the present writ petition.

The writ petition is accordingly dismissed. However, the petitioner's tender shall be considered along with other tenderers, in accordance with law.

Miscellaneous petitions, if any, pending in this writ petition shall also stand closed. There shall be no order as to costs.

Dt:08.03.2017

kdl

A.RAMALINGESWARA RAO,J

