

THE HON'BLE THE ACTING CHIEF JUSTICE RAMESH RANGANATHAN

AND

THE HON'BLE Mr. JUSTICE M. GANGA RAO

Writ Appeal Nos.1507 and 1517 of 2017

Common Judgment: (Per the Hon'ble The Acting Chief Justice Ramesh Ranganathan)

These appeals are preferred by the petitioner in W.P. No. 19545 of 2017 and W.P. No. 24222 of 2017. While W.P. No. 19545 of 2017 relates to grant of advertisement concessions in the Vijayawada Airport, W.P. No. 24222 of 2017 relates to the grant of advertisement concession in the Tirupathi Airport.

The appellant-writ petitioner was hitherto awarded the contract of displaying advertisement hoardings at Tirupathi Airport. On rejection of their technical bid, they filed W.P. No. 24222 of 2017. The learned Single Judge, having noted the undertaking given by the respondents before the Madras High Court that they would not take any steps for awarding the contract till 24.7.2017 but would issue a letter of intent on 25.7.2017, directed status-quo, as on the date of the order, to be maintained until further orders.

When W.P. No. 24222 of 2017 came up before the Court on 21.9.2017, the learned Single Judge observed that the status-quo order granted on 26.7.2017 was on the assumption that the appellant-writ petitioner's contract was valid and subsisting; as per the learned counsel for the petitioner, the original contract, in favour of the appellant-writ petitioner, was valid upto 31.8.2017 and the same was extended upto 03.10.2017; and, in those circumstances, the status-quo order, in relation to the impugned tender rejection proceedings dated 12.6.2017, would operate till 15.10.2017. The learned Single Judge made it clear that the status-quo order should not be construed as authorizing or entitling the appellant-writ petitioner to continue after 3.10.2017, as his contract had ended by 3.10.2017. The matter was directed to be listed, at the admission stage, on 5.10.2017.

W.P. No. 19545 of 2017 was filed by the appellant-writ petitioner questioning rejection of their technical bid by proceedings dated 12.6.2017. While directing maintenance of status-quo till 15.10.2017, the learned Single Judge made it clear that the status-quo order, granted in the Writ Petition, shall not be used by the appellant-writ petitioner in other tenders that were being floated by the 2nd respondent.

The appellant's grievance is that the order of the learned Single Judge is being construed as obligating the Tirupati Airport Authorities not to extend the appellant-writ petitioner's contract beyond 3.10.2017. We asked Sri M.V. Durga Prasad, learned Senior Counsel appearing on behalf of the appellant, as to how the appellant-writ petitioner could claim, as of right, that their contract should be continued by the respondents, even though it had come to an end on 3.10.2017. Learned counsel would submit that it has been the practice of the Airport authorities to extend the contracts from time to time; and, while the appellant-writ petitioner could not claim as of right that their contract should be continued, the learned Single Judge could not have disabled the respondents from taking an independent decision on whether or not to continue the existing contractor till fresh tenders were finalised, and the contract was awarded to the eligible tenderer.

The question whether the appellant-writ petitioner should be continued even after expiry of the earlier contract on 3.10.2017, till the writ petition is finally heard and decided, are all matters for the concerned Airport Authorities to decide. While the appellant cannot claim as of right that they should be continued even after expiry of the contract period on 3.10.2017, any decision, regarding the interim arrangements to be made till the fresh tenders are finalised, is required to be taken by the concerned airport authority; and, since it is not the subject matter of the writ proceedings, the order under appeal cannot be construed in any other manner except that these are all matters for the concerned authorities to consider and decide.

As the appellant-writ petitioner have an interim order of status-quo in their favour, we asked Sri M.V. Durga Prasad, learned Counsel appearing on their behalf, how they could have invoked our jurisdiction by way of an intra-Court appeal, under Clause 15 of the Letters Patent, when the order of status-quo safeguarded their rights. Learned Counsel would submit that 14.10.2017 and 15.10.2017 are Court holidays and, while the writ petitions can only be listed on 16.10.2017, the interim order of status-quo would cease to remain in force prior thereto on 15.10.2017 itself.

As it would not be appropriate for the earlier order of status-quo to be varied or vacated without even an order being passed, and as all the counsel appearing for parties on either side state that they would request the learned Single Judge to take up the matter at the earliest, the interim order of status-quo, with regards award of the subject contracts, shall stand extended till 27.10.2017. It is open to any of the Learned Counsel, who are appearing in these two writ petitions, to request the learned Single Judge to take up the Writ Petitions before that date. It is also open to the appellant-writ petitioner, in case the matter is not taken up before 27.10.2017, to request the learned Single Judge to grant extension of the interim order of status-quo beyond that date.

Both the Writ Appeals are disposed of accordingly. Miscellaneous Petitions pending, if any, shall also stand disposed of. There shall be no order as to costs.

(RAMESH RANGANATHAN, ACJ)

(M. GANGA RAO, J)

13th October, 2017

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