

THE HON'BLE SRI JUSTICE S. V. BHATT

WRIT PETITION No.24949 of 2008

ORDER:

The petitioner, a contractor of catering services, challenges proceedings Rc.No.282/ 2008-09/ Tenders, dated 30-08-2008 as illegal, arbitrary and without material.

Through the proceeding impugned in the writ petition, the 1st respondent in his capacity as the Chairman of District Purchase Committee terminated the contract of petitioner, directed forfeiture of security deposit of Rs.1,00,000/- (Rupees one lakh only) of the petitioner for default in discharging contractual obligation.

The petitioner is the successful tenderer for rendering catering services and was awarded the contract through proceedings dated 18-06-2008. According to petitioner, he is required to follow the menu chart by complying with the other terms and conditions, in the event of his committing default of either menu chart or conditions, it is stated that the contract will be terminated and the security deposit forfeited. On 12-08-2008 information was received that a few students have fallen sick, suffered from stomach pain, vomiting and fever, and were shifted to Primary and Community Health Centre, Yellamanchili, for treatment. On this information, on 14-08-2008, the Zonal Officer, Zone-I, conducted preliminary enquiry into the reasons for students ill-health and a report was submitted. In the enquiry, it transpired that the students who have eaten the food cooked in the morning, but served in the dinner have all fallen sick and the students who have not tasted this particular food item remained healthy. The Chairman, after verifying the conclusions

recorded in the report and in terms of the proceedings dated 18-06-2008 terminated the contract and directed forfeiture of security deposit.

Learned counsel for petitioner though raised a few grounds in the affidavit but having regard to the findings recorded by the 1st respondent and also that the petitioner is not in a position to show that in spite of petitioner conforming to the menu and/ or terms and conditions of award of catering services, has not pressed the grounds raised in the affidavit. A perusal of the proceedings impugned in the writ petition discloses that the contract has been terminated by the authority, who has jurisdiction in this behalf and for informed reasons. In exercise of the jurisdiction under Article 226 of the Constitution of India, this Court is not inclined to conduct roaming enquiry into the episode and consider the writ prayer.

The respondents filed counter affidavit explaining in great detail the totality of circumstances in which the proceeding impugned was issued. As the petitioner is not pressing the contentions urged in the writ affidavit, for brevity, I am not referring to the stand of respondents in the counter affidavit.

The writ fails and is accordingly dismissed. No order as to costs.

Miscellaneous petitions, if any, pending, shall stand closed.

Dt: 06-02-2017
Prv

S. V. BHATT, J

