

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.7709 of 2018

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Md. Irshad Son of Md. Lukman, Resident of Village - Pareo, P.O. - Pareo, P.S. - Bihta, District - Patna.

.... Petitioner

Versus

1. Bihar State Food and Civil Supplies Corporation Ltd. through its Managing Director, Khadya Bhawan, Daroga Prasad Rai Path, Patna.
2. The Managing Director, Bihar State Food and Civil Supplies Corporation Ltd., Daroga Prasad Rai Path, Patna.
3. The Chief Administrator, Bihar State Food and Civil Supplies Corporation Ltd., Daroga Prasad Rai Path, Patna.
4. The District Manager, Bihar State Food and Civil Supplies Corporation Ltd., Gaya.
5. The District Transport Committee, through the District Magistrate-cum-Chairman, District Transport Committee, Gaya.
6. The District Magistrate-cum-Chairman, District Transport Committee, Gaya.
7. The State of Bihar through the Chief Secretary, Government of Bihar, Old Secretariat, Patna.
8. The Principal Secretary, Food and Civil Supplies Department, Government of Bihar, Patna.
9. The District Magistrate, Gaya.

.... Respondents

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Appearance :

For the Petitioner : Mr. Dhruva Mukherjee, Sr. Advocate
Mr. Md. Nazir Ansari, Advocate
For the Respondents : Mr. Upendra Pratap Singh, AC to SC4
For the BSFC : Mrs. Namrata Mishra, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 04-05-2018

Heard learned senior counsel for the petitioner, learned counsel
for the State as well as learned counsel for the respondent-Corporation.

2. The present writ petition has been filed for the following
reliefs –

“(i) For issuance of a writ of Certiorari or any other appropriate writ, order or direction quashing the Tender Notice issued in daily newspaper “Hindustan” dated 29th March, 2018 inviting tenders for appointment of two



Transportation-cum-Handling Contractor for the district of Gaya since the said Tender Notice has been issued in complete violation of the Terms and Conditions for Tender for Selection & Empanelment of Main Transportation(s) and also against the decision taken by the Transport Committee, Gaya as contained in the minutes of the Transport Committee dated 5th September, 2016;

(ii) For issuance of a writ of Mandamus or any other appropriate writ, order or direction commanding the respondent authorities, particularly respondent Bihar State Food and Civil Supplies Corporation Ltd., Patna to allow the petitioner to continue to work for the entire district of Gaya till the agreement entered between the Bihar State Food and Civil Supplies Corporation Ltd. with the petitioner expires, particularly taking into account that the petitioner is carrying out his work to the full satisfaction of the authorities for the entire district of Gaya;

(iii) For issuance of an appropriate writ, order or direction holding and declaring that as per the terms and conditions, the Bihar State Food and Civil Supplies Corporation Ltd. has no authority to appoint "Transportation-cum-Handling Contractor" fresh by issuing fresh tender notice inviting tenders till the agreement of the petitioner with the Bihar State Food and Civil Supplies Corporation Ltd. expires;

(iv) For any other relief/relief (s) for which the petitioner is found entitled to in accordance with law and in the facts and circumstances of the case."

3. Learned counsel for the petitioner submits that the petitioner had been appointed as Transportation-cum-Handling Contractor (Main) for the Bihar State Food & Civil Supplies Corporation Limited (for short, "the Corporation") in terms of the agreement dated 30.09.2016



(Annexure-P/6) for a period of three years. However, fresh bid dated 29.03.2018 (Annexure-P-1) invited by the respondent-Corporation for the same work during the currency of the agreement with the petitioner which is due to expire in March, 2019 is arbitrary and illegal.

4. Learned counsel for the respondent-Corporation, however, makes a statement at the Bar that the petitioner needs have no apprehension by reason of the fresh bid being invited vide Annexure -P-1, as the same will not create any impediment for him to continue to discharge his duties under the existing agreement (Annexure-P-6).

5. Learned counsel for the State submits that continued discharge of duty by the petitioner as Transportation-cum-Handling Contractor (Main) shall naturally remain subject to the condition that he shall not default the terms and conditions of the agreement.

6. Having regard to the stand of the respondent-Corporation, the writ petition stands disposed of.

(Vikash Jain, J)

B.T/-

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	25.05.2018
Transmission Date	N.A.

