

THE HON'BLE THE CHIEF JUSTICE SRI THOTTATHIL B. RADHAKRISHNAN
AND
THE HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN

WRIT APPEAL Nos.1029, 1030, 1031, 1038 AND 1039 OF 2018

COMMON JUDGMENT: (Per the Hon'ble the Chief Justice Sri Thottathil B. Radhakrishnan)

We have heard the learned counsel for the appellants, the learned Government Pleader for Education (TG) and the learned counsel for the third respondent in all these matters, who filed the writ petitions, in which the impugned interlocutory orders have been issued by the learned single Judge.

2. The substance of the writ petitions from which these Writ Appeals arise is contract for supply of Health and Hygiene Kits to be utilized by the boy students and girl students of different educational institutions in the Government Sector in the State of Telangana.

3. The learned single Judge found that the appellants, whose quotations were accepted, had **not** provided the details of certification of the manufacturer though the appellants had shown the certification of the stockists, through whom alone the manufacturer would release the goods.

4. The aforesaid issues are to be best left to be decided by the learned single Judge in the course of the writ petitions, while our concern in these Writ Appeals would be only as to whether the impugned *interlocutory* orders are sustained.

5. The last date of submission of tenders was 17.05.2018, the technical specification bids were opened on 17.05.2018 and the price bids were opened on 22.05.2018. This led to the issuance of letter of authorization in favour of the appellants on 24.05.2018. The appellants entered into agreements with the second respondent on 31.05.2018 and also lodged caveats for all the Districts in the High Court, going by the

submissions on behalf of the appellants. The writ petitions, from which these Writ Appeals arise, were filed between 02.07.2018 and 11.07.2018.

6. The learned single Judge has, through the impugned *interlocutory* orders, directed the second respondent to stop taking delivery of goods from the appellants.

7. Even assuming that the writ petitioners had demonstrated a strong *prima facie* case, taking into consideration the purpose of contracts and the materials which are the subject matter of the purchase, for which the bids were invited, the balance of convenience was definitely against the issuance of any order in the nature of the one granted by the learned single judge. This is fundamentally because the conclusion of the contracts had led to commencement of supply of goods for the purpose of utilization by the school children, which includes different articles of day-to-day use by the students, including the toiletries. That apart, the fact of the matter remains that the writ petitioners have different alternative remedies before different other jurisdictions even if there is breach of the terms of invitation of offers by the second respondent.

8. For the aforesaid reasons, these Writ Appeals are allowed setting aside the impugned interlocutory orders; however clarifying that the writ petitioners will be entitled to pursue the writ petitions before the learned single Judge in accordance with law. We record the submission of the learned counsel for the appellants that the learned single Judge may sympathetically consider any request that the writ petitioners may make for expeditious consideration of the writ petitions.

The Writ Appeals are accordingly allowed. The miscellaneous petitions pending, if any, shall stand closed. There shall be no order as to costs.

THOTTATHIL B. RADHAKRISHNAN, CJ

V.RAMASUBRAMANIAN, J

02.08.2018
pln

