

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13628 of 2019

Colonel Keshav Kumar Singh son of Late Awadesh Sharma, Resident of C-4, Noba Nagar, Phase- 1, Near Khwaja Imli, P.S.- Phulwari Sharif, District-Patna Proprietor Keshav Securities Services.

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Department of Health, Government of Bihar, Patna.
2. The Indira Gandhi Institute of Cardiology through its Director, Patna Medical College Hospital Campus, Ashok Rajpath, Patna.
3. The Director, Indira Gandhi Institute of Cardiology, Patna Medical College Hospital Campus, Ashok Rajpath, Patna.

... .. Respondents

Appearance :

For the Petitioner/s	:	Mr.Saket Tiwary, Advocate
For the Respondent/s	:	Mr.Chitranjan Sinha, PAAG-2
		Mr. Shailendra Kumar, A.C. to PAAG-2

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 23-07-2019 Petitioner in the present case is aggrieved by and dissatisfied with the (NIT) Reference No. 03/2019-20 by which the Indira Gandhi Institute of Cardiology has invited the private security agencies for providing services of security guard(s) (un-armed) in the hospital in question.

Learned counsel for the petitioner submits that earlier vide the tender notice as contained in Annexure '3' to the writ application the respondents had invited the security agencies for providing the security services. The petitioner being an Ex-serviceman, his security agency is registered with the Director General of Rehabilitation (DGR), Government of India. He had



participated in the said tender which was floated in May, 2018. He was declared L-2, the work was, therefore, allotted to the L-1 agency M/s. Bimla Enterprises but after the work was allotted to M/s. Vimla Enterprises in June, 2019 the said Bimla Enterprises left the work and the contract with Bimla Enterprises was terminated and the petitioner was asked to give his consent as to whether he was ready to execute the agreement at the rate offered by L-1. It is submitted that the petitioner accepted the rate of L-1 and thereafter the agreement was executed on 08.04.2019 (Annexure '5'). The petitioner thereafter is rendering services to the satisfaction of the respondent as there is no complaint against his service.

It is the contention of the petitioner that in terms of the tender document (Annexure '3') as well as agreement (Annexure '5') the respondents have given the petitioner to understand in specific term that the work of the petitioner will be analyze as per the requirement and in case his work is not found to be satisfactory, it will be cancelled. It is, thus, submitted that without analyzing the work of the petitioner at this stage the respondents cannot issue a fresh tender for appointment of security agency.

On the other hand, learned counsel for the State



submits that on a bare perusal of the tender notice (Annexure '3') it would appear that the said tender was valid for a period of one year and in case agency to whom the work is allotted his service found to be satisfactory, it would be extended for another period of one year. In this case the agency who was found L-1 his contract was terminated and thereafter the petitioner being L-2 was called upon to render the services with a clear understanding in the agreement (Annexure '5') that the said agreement was being made till further order. In the agreement the petitioner was never given to understand that his contractual period may be extended for another one year. It is, thus, submitted that on the face of the specific terms contained in Clause 19 of the agreement (Annexure '5') the petitioner has no case and cannot maintain this writ application for restraining the respondents from proceeding with the tender (Annexure '1').

Having heard learned counsel for the petitioner and learned counsel for the State, this Court finds force in the submissions of the learned counsel for the State. It appears from the reading of the agreement (Annexure '5') that the petitioner was called upon to work with a clear understanding that he is being given the work order till further order only. Clause 19 of



the agreement only says that as per requirement his work will be analyzed but it is not provided that he will be considered for a further period. It is not in dispute that the tender notice Annexure '3' clearly provides that it will be for a period of one year. The tender was floated in May 2018 and the one year period has expired in May 2019, therefore, strictly going by the terms of the tender (Annexure '3') and the agreement (Annexure '5'), this Court finds no reason to grant the relief prayed in the writ application.

The writ application is, thus, dismissed.

(Rajeev Ranjan Prasad, J)

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