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HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 2933 of 2019**

Bharti Mahila Swa Sahayata Samuh Village Bilaspur, Through Its President Malti Mahilange, W/o Sevakdas Mahilange, Aged About 45 Years, Village Bilaspur, Police Station Sarsinwa, Tahsil Bilaigarh, District Balodabazar Bhatapara, Chhattisgarh., District : Balodabazar-Bhathapara, Chhattisgarh
--- Petitioner

Versus

1. State of Chhattisgarh through the Secretary, Department of Woman and Child Development, New Mantralaya Mahanadi Bhawan, New Raipur, Chhattisgarh.
2. Collector Balodabazar Bhatapara, District : Balodabazar-Bhathapara, Chhattisgarh
3. District Programme Officer Women and Child Development, Collectorate, Balodabazar Bhatapara, , District : Balodabazar-Bhathapara, Chhattisgarh
4. Child Development Project Officer Integrated Child Development Project, Block Bhatgaon, Tahsil Bilaigarh, District Balodabazar Bhatapara, Chhattisgarh.
--- Respondent

For the Petitioner : Mr. Aman Kesarwani, Advocate

For the State/Respondents : Mr. Sudeep Verma, Dy.Govt. Advocate

Hon'ble Shri Justice Goutam Bhaduri**Order on Board****29-08-2019**

1. Heard.
2. Learned counsel for the petitioner would submit that though the grievance of the petitioner is that they have been granted contract to supply the ready to eat food to the Anganbadi centers at Sector Sarsiva of Bhatgaon for a period from 2015 to 2010 yet by order dated 08.08.2019 Annexure P-1 the said task has been

separated from the petitioner on the ground that as per the clause 3.1.2 of the Policy, the self help group should be situated within the sector area. He submits that clause 11.3 of the policy further clarifies that if the self-help group has been given contract for 5 years then even after contract period is over, this policy would be applicable. He refers to Annexure P-7 and would submit that this point has been clarified by the State on 24.08.2018 and it has been stated that the self-help groups who were continuing with the supply of ready to eat food, will continue to do so till their contract term is over. Therefore, he submits that the order is without jurisdiction.

3. Per contra, learned State Counsel opposes the arguments.
4. Perused the Policy of the State and the direction given by the State vide order dated 28.4.2018 (Annexure P-8). A perusal of the agreement of the petitioner which is filed as Annexure P-2 dated 08.09.2015 purports that in case of any dispute, the issue shall be referred to the Committee which has been constituted under the Collector and his order shall be final. Considering the two parts of the policy i.e, clause 3.1.2 and also clause 11.3 which overlaps each other and it has further been clarified vide Annexure P-8 dated 24.08.2018, the petitioner is given liberty to approach the Collector, Baloda Bazar as per the Agreement Clause and the Collector Baloda Bazar shall constitute a Committee as per clause 14 of the agreement and thereafter

shall decide the same.

5. Therefore, the petitioner if so advised, may file a detailed application before the Collector, Baloda Bazar within a period of 30 days. Thereafter, on such application being filed, the concerned Collector may constitute the Committee as required under the relevant clause of the agreement and take a decision in the matter within a further period of 3 months after giving opportunity to the petitioner. It is made clear that till the matter is decided by the respondents, the petitioner shall continue to supply the ready to eat food to the Anganbadi centers in accordance with the agreement Annexure P-2 dated 08.09.2015.
6. With the above observation, this writ petition stands finally disposed of.

Sd/-
Goutam Bhaduri
Judge