

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Writ Petition No.7758 of 2018

Jay Matadi Mall Vahatuk Co-operative Society Ltd., Jalgaon
vs.
Maharashtra State Warehousing Corporation & others

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*Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.*

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Court's or Judge's Orders

Shri N.B. Kalwaghe, Advocate for the Petitioner.
Shri Ghumare, Advocate with Shri N.R. Saboo, Advocate for
Respondent Nos.1 & 2.
Mrs. S.S. Jachak, A.G.P. for Respondent No.3.

CORAM: SUNIL B. SHUKRE & S.M. MODAK, JJ.
DATE : 4th JULY, 2019.

Heard.

We have gone through the documents placed on record and also the earlier orders. We have been informed by the learned Assistant Government Pleader that the Principal Secretary has completed his inquiry and the report has been submitted to the Chief Secretary. We hope and trust that the Chief Secretary, State of Maharashtra shall take appropriate decision in the matter fixing the responsibility and taking appropriate departmental and/or institutional action as a corrective measure.

The tender notice (Page No.13) shows that it was issued for the years from 2016 to 2018. It is the grievance of the petitioner that after the directions

issued by this Court in the earlier round of litigation, which was a Writ Petition No.158/2017 decided on 10th July, 2017, the work order dated 19/09/2017 was issued to the petitioner and though the work order ought to have been issued for two years, it was issued only for one year, which was protested against by the petitioner. It is also the submission of the learned Counsel for the petitioner that the petitioner had approached this Court for giving suitable direction to respondent No.1, but it was then clarified by this Court that the issue could be resolved if representation was made by the petitioner to respondent No.1 and, accordingly, the petitioner also made the representation. He submits that the representation which was in respect of issuance of the work order for a full period of two years, was rejected. According to the petitioner, this was completely against the conditions mentioned in the tender notice.

A careful perusal of the tender notice and we have also said so earlier, would show that the tender was floated only for the two years' period of 2016-2018. It is true that some of the clauses of the tender notice do say that the tender would be issued for two years, but the expression "two years" has to be

understood in the context of the years very specifically mentioned in the tender notice for which the tendered work was to be allotted. At the very beginning of the tender notice, the years have been specifically mentioned to be the years of 2016-2018 and, therefore, this expression “two years” cannot be read in isolation and when it is read in the context of the words “two years”, it would be clear that whatever work order has been issued, it has to expire at the end of the calendar year of 2018.

Thus, it would be clear that in the present case, the period of the tender notice in question, is already over and this would make this petition now as infructuous.

The petition stands dismissed as infructuous with no order as to costs.

JUDGE

JUDGE

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