

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 2212 of 2020**

Ambey Mahila Swa Sahayata Samooch Kevtara, Through Its President Namely Smt. Gayatri Patley, Aged About 44 Years, W/o Shri Radheshyam Patley, R/o Village Kevtara, Tahsil Masturi, District Bilaspur Chhattisgarh.

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, Department Of Women And Child Development, Mahanadi Bhawan, Capital Complex, Nawa Raipur, Atal Nagar Raipur Chhattisgarh.
2. The Director Directorate Of Women And Child Development, Indrawati Bhawan, Nawa Raipur, Atal Nagar Chhattisgarh.
3. The Collector Bilaspur , District Bilaspur Chhattisgarh.
4. The District Programme Officer Women And Child Development Department, Bilaspur District Bilaspur Chhattisgarh
5. The Project Officer Integrated Child Development Project , Masturi, District Bilaspur Chhattisgarh.

---- Respondents

For Petitioner	:	Mr. Shashank Thakur, Advocate
For State	:	Mr. Mateen Siddiqui, Deputy A.G. Mr. Sudeep Verma, Deputy G.A. Mr. Siddharth Dubey, Dy. G.A.

Hon'ble Shri Justice P. Sam Koshy
Order on Board

07/10/2020

1. The challenge in the present writ petition is to the order dated 07.09.2020, whereby the District Programme Officer has ordered that the petitioner shall not make any further supply of the 'Ready to Eat' food materials beyond 29.09.2020 when their contract period is coming to an end.

2. The counsel for the petitioner referring to a policy of the State Government dated 03.12.2019 submitted that there are certain procedures prescribed, so far as cancellation of an allotment/work order is cornered. Similarly, there are also provisions which show that the allotment or work order issued can be renewed for a period of two years and all these exercises have to be done before the tenure comes to an end. None of the provisions, so envisaged in the policy dated 03.12.2019 has been complied with by the respondents before issuance of the impugned order Annexure P/1.
3. The counsel for the State on the other hand submitted that admittedly, the petitioner was granted the contract for a period of five years starting from the year 2015 and the period was coming to an end in September, 2019, therefore the authorities had passed an order dated 07.09.2020 ensuring that after that it will be given to a new agency for which the selection process has already been initiated. According to the State counsel, since the respondents has a contract only up till 29.09.2020 and beyond which they do not have any authority to operate therefore, only as a stopgap arrangement, temporary arrangement was made by granting the work to a different society till a new selection is finalised
4. Coming to a new policy of the State Government dated 03.12.2019, if we look into Clause 7 which has been relied upon by the counsel for the petitioner, it would reveal that Clause 7 is a Clause which has to be invoked when a contract of a particular body has to be cancelled. It would not be attracted in a case

where the tenure of the contract is coming to an automatic end. Likewise, also if we read Clause 5.2, which again was insisted upon by the counsel for the petitioner, it would again reveal that Clause 5 also is a Clause which would be applicable on the conclusion of the contract period of three years as per the new policy with a renewable Clause subject to satisfactory performance for a further period of two years, which in other word means that there cannot be a contract of more than five years to a particular body at one go. At the same time, the very same Clause 5.2 also envisages that if the work order is not renewed of the particular agency, in that event the Selection Committee has to go in for a fresh selection on the basis of an assessment to be made of all the participants who would be applying.

5. It would be relevant at this juncture to refer to Clause 11.2 of the said policy, which clearly reflects that the policy dated 03.12.2019 shall not be applicable to any of the agencies with whom a contract was already entered upon for a period of 5 years and that the policy would be applicable only upon the said body only after the culmination of the 5 years tenure of contract, which in the instant case has already concluded. Thus, the petitioners having already put in 5 years of work, the question of granting of renewal as per Clause 5.2 does not arise and the only option now left is for going in for a fresh selection, where the petitioner also would be having the liberty to participate.
6. The question that arises is that, since the respondents as per the statement of the learned Deputy Advocate General has already initiated steps and an advertisement has also been issued for a

fresh selection, does it really require that the work which was allotted to the petitioner, to be handed over to some third agency, till the selection process is not complete.

7. This Court is of the opinion that unless there is a ground of non-performance or dis-satisfactory performance, there is no reason why the work, which the petitioner was granted by a work order for the last five years and which he has been successfully discharging it should not be discontinued till a new arrangement is made by way of a new selection process itself.
8. In view of the same, this Court is of the opinion that no strong case as such has been made out for quashment of the impugned notice dated 07.09.2020, except the fact that till the respondent authorities conclude the selection process and the body/agency to whom it has to be given is not finalized, let the petitioner who is discharging the duties for last 5 years be permitted to continue discharging the duties of supplying the "Ready to Eat" food materials to all the concerned Anganbadi Centres.
9. It is made clear that the interim arrangement as ordered by this Court shall not be construed as any right to have been created in favour of the petitioner by virtue of the interim arrangement.
10. With the aforesaid observations, the present writ petition stands disposed of.

Sd/-
(P. Sam Koshy)
Judge