

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,  
BENCH AT AURANGABAD**

WRIT PETITION NO. 7060 OF 2020

Swayamdip Magasvargiya  
Swayamrojgar Seva Sahakari  
Sanstha (M.), Patharad,  
Tauka Mukdkhed, District  
Nanded, through its President  
Mr Yashwant s/o Pandharinath Thorat,  
Age 48 years, Occu. Agri/President,  
R/o Patharad, Tq. Mudkhed, Dist. Nanded .. Petitioner

Versus

The State of Maharashtra  
through its Secretary of Rural  
Development Department,  
Mantralaya, Mumbai and ors. .. Respondents

Mr M.B. Sandanshiv, Advocate for petitioner  
Mr S.P. Tiwari, A.G.P. for respondents no.1 and 2  
Mr N.S. Kadam, Advocate for respondents no. 3 and 4  
Mr M.D. Narwadkar, Advocate for respondent no.5

**CORAM : S.V. GANGAPURWALA AND  
SHRIKANT D. KULKARNI, JJ.**

**DATE : 10<sup>th</sup> December 2020**

**PER COURT :**

1. Mr Sandanshiv, learned Counsel for the petitioner strenuously contends that respondent no.3 issued tender for requirement of 70 qualified Engineers in Talukas of Nanded district. The petitioner and respondent no.5 had applied pursuant to the tender. The petitioner was at Serial no.2 in the said tender process. The work was allotted to respondent no.5. Agreement was executed by the Zilla Parishad. Respondent no.5 Committed default. It did not provide the qualified staff as per the requirement and tender conditions. The qualified staff was to be provided by respondent no.5 as per agreement for the period from 11.9.2019 upto 31.3.2020. Learned Counsel submits that extension could have been granted for one year but respondent no.5 was granted extension for more than a period of one year. According to

learned Counsel, a letter was issued by the Director to allot work to the candidates at Serial no.2 of the tender process. The petitioner was at Serial no.2 of the tender process, still the Zilla Parishad did not follow the directions and illegally granted extension to respondent no.5. Learned counsel relies on the letter issued by the District Rural Development Agency, Nanded to its Project Officer 16.9.2019.

2. Mr Kadam, learned Counsel for respondent - Zilla Parishad submits that as per the agreement, the respondent no.5 was allotted the work upto 31.3.2020 and it was extended upto 30.6.2020. As per the Circular dated 14.7.2020, issued by the Government, the Government granted sanction to the extension upto 31.3.2021. The learned Counsel placed reliance on the communication to suggest that no further extension would be granted to the agent like respondent no.5 after 31.3.2021.

3. It is further submitted by the learned Counsel for Zilla Parishad that respondent no.5 has provided qualified staff of 70 Engineers and they have resumed the duties.

4. It is not disputed that pursuant to the tender process, respondent no.5 was selected and was allotted the work. The petitioner was at Serial no. 2. As per agreement, the tender period was upto 31.3.2020. The reliance was placed on Circular dated 14.7.2020 to suggest that the date for providing employees from outsource for rural housing would be extended upto 31.3.2021. In view of that it was within the powers of Zilla Parishad to extend the period till 31.3.2021. So far as the allegations about respondent no.5 Committing default in providing Engineers, it is for the Zilla Parishad to look into the same and Zilla Parishad would consider the said aspect of providing the Engineers.

5. In view of above, it cannot be said that vested right exists in favour of the petitioner. The respondent Zilla Parishad is also expected to consider that the qualified staff is provided and the work is not hampered. It is for the Zilla Parishad to consider the said aspect.

6. Communication placed on record by the learned Counsel for the Zilla Parishad is marked 'X' for identification.

7. With these observations, Writ Petition stands disposed of.

**( SHRIKANT D. KULKARNI, J.)**

**( S.V. GANGAPURWALA, J.)**

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