

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 267 of 2021**

- Manish Gupta, S/o Late Ramswaroop Gupta, aged about 34 years, Proprietor of J.M.D. Traders, Geedam District Dantewada (CG)

---- Petitioner**Versus**

1. Chhattisgarh State Co-Operative Marketing Federation (MARKFED), Through its Managing Director C.B.D. Commercial Complex, Tower 'C' 6th Floor Sector 21 Headquarters, Naya Raipur, Atal Nagar, District Raipur (CG)
2. The District Marketing Officer (D.M.O.) Chhattisgarh Co-Operative Marketing Federation (MARKFED), Bijapur, District Bijapur (CG)
3. Shri Mohar Jha, S/o Siddheshwar Jha, Transporter, Geedam Road, Jagdalpur, District Bastar (CG)

---- Respondents

For Petitioner	:	Mr. Satish Gupta, Advocate
For Respondent No.1 & 2	:	Mr. UNS Deo, Advocate.

Hon'ble Shri PR Ramachandra Menon, CJ
Hon'ble Shri Parth Prateem Sahu, J

Order On Board**Per Hon'ble the Chief Justice****22/01/2021**

1. The petitioner has approached this Court with the following prayers:-

“10.1. To call for the entire records from the respondent authorities.

10.2. To pass an order setting aside the agreement Annexure P/1 and all subsequent actions thereto.

or

To pass an order, the impugned agreement dt. 07/01/2021 (Annexure P/1) shall not effect till the

end of contract period of agreement of the petitioner (i.e. uptill 21/03/2021)

10.3. Any other relief, this Hon'ble Court deems fit and proper in the circumstances may also be granted to the Petitioner, in the interests of justice.”

2. Learned counsel for the petitioner submits that the grievance is mainly with regard to the arbitrary action taken by the 2nd respondent in putting an end to the contract for transportation of paddy for which the petitioner has made wide arrangements investing huge amount of money as well.

3. With regard to the sequence of events, the learned counsel for the petitioner submits that pursuant to the tender, Annexure P-2, for similar transaction for the period 2019-2020, the petitioner was identified as the successful bidder being L1 and he was awarded the work. The period of said work was to come to an end on 31.10.2020. There was absolutely no complaint from any corner with regard to the work that was being undertaken by the petitioner and the same was performed by the petitioner to the satisfaction of all concerned. Learned counsel for the petitioner points out that as per Clause 7.3 of the tender (Annexure P-2), even after expiry of the period of the term, if the awarder finds it appropriate, the work is extendable by a further period of 'three months'. Invoking the said power, pending the further steps to float fresh tender and to have it finalized, the 1st respondent issued the Annexure P-4 proceedings dated 19.12.2020 instructing the authority concerned to take further steps in terms of Clause 7.3 of the tender so as to have the

work awarded to the petitioner herein, who was successful bidder for the previous period. It was, accordingly, that the Annexure P-5 was issued on the very same date by the 2nd respondent to the petitioner, pursuant to which the petitioner took all necessary steps and executed an agreement on 21.12.2020 vide Annexure P-7, signed by the authorities of the respondent Marketing Federation as well. As per the said agreement, it has been clearly agreed and stipulated that the extended tenure shall be for a further period of 'three months from 21.12.2020', which will come to an end only on 21.3.2021. Pursuant to the said agreement, the petitioner was assigned the task and was transporting the food grains. However, Annexure P-1 dated 7.1.2021 comes as a bolt from the blue, whereby the 2nd respondent has signed a new agreement with the 3rd respondent and the work already awarded to the petitioner has been put to an end, which made the petitioner to approach this Court seeking for immediate intervention.

4. When the matter came up for consideration yesterday, Mr. Deo, appeared on behalf of the respondent Marketing Federation, and sought for time to get instructions. Today, the learned counsel, on the basis of the instructions received over telephone, submits that the idea and understanding of the petitioner is not correct. Fresh tender had to be floated, which came to be finalized in accordance with the relevant provisions of law, wherein the 3rd respondent has been

declared to be successful bidder, being placed as L1. It is, accordingly, that the fresh agreement has been executed between the respondent Marketing Federation and the 3rd respondent. It is also pointed out that the benefits flowing from the new agreement, pursuant to the fresh tender floated by the respondent Marketing Federation, will be given effect to only after expiry of the period of three months, as stipulated in Annexure P-3.

5. In view of above submissions, we do not find it necessary to adjudicate the matter, but for making it clear that the existing arrangement with regard to the work that is being done by the petitioner will continue till the tenure of the extended contract, vide Annexure P-7, comes to an end by 21.3.2021. After the said date, it shall be open for the respondent authorities to proceed with the new arrangements with the 3rd respondent.

6. The writ petition stands disposed of.

Sd/-
(P.R Ramchandra Menon)
Chief Justice

Sd/-
(Parth Prateem Sahu)
Judge

roshan/-