

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 1671 of 2021

Bamleshwari Swayam Sahayata Samooh Through Its President, Smt. Nagwanti Devi Wife Of Prabhu Chand Gupta Aged About 56 Years, R/o Village Pataratoli, Salka, Tahsil Lakhanpur, District Surguja Chhattisgarh.

---- Petitioner

Versus

1. State Of Chhattisgarh Through The President, Women And Child Development Department , Mahanadi Bhawan, Mantralaya , Atal Nagar , Nawa Raipur, District Raipur Chhattisgarh.
2. Collector Ambikapur , District Surguja Chhattisgarh.
3. Women And Child Development Officer Ambikapur, District Surguja Chhattisgarh.
4. District Programme Officer Ambikapur, District Surguja Chhattisgarh.

---- Respondents

For petitioner	:	Mr. Keshav Prasad Gupta, Advocate.
For State	:	Mr. Aditya Tiwari, PL.

Hon'ble Shri Justice Goutam Bhaduri

Order on Board

23/03/2021

Heard.

1. Challenge in this petition is to the advertisement dated 22/02/2021 wherein applications have been invited to supply ready to eat food.
2. Learned counsel for the petitioner submits that the petitioner was supplying ready to eat food for Lakhanpur sector and according to the policy of the State after completion of successful period when fresh ready to eat food supply is required to be granted, the procedure should start four months prior to the last date of earlier grant. Learned counsel submits that the agreement expired in the year 2020 after completion of five years and in this case the petitioner if he is eliminated without due process by fresh advertisement they would suffer irreparable loss and hardship as they have obtained certain loan to

supply ready to eat food. He submits that as per clause 5.2 of the policy there is a breach has been committed by the State.

3. Per contra, learned State counsel would submit that period of the petitioner to supply ready to eat food has already expired in the year 2020 as they supplied the ready to eat food from 2015 to 2020.

4. Having considered the fact this is not in dispute that the petitioner has already successfully completed five years of supply of ready to eat food. If five years of agreement has already expired then the petitioner cannot have a vested right to stop the advertisement on the ground that the petitioner were supplying the ready to eat food at earlier point of time. The petitioner if at all is interested can participate in the fresh advertisement, if they succeed on their merit they may get another opportunity to supply ready to eat food. Simply because the petitioner was supplying ready to eat food from 2009 as has been averred no vested right can be said to have created to continue such system. The petition sans merit and accordingly it is dismissed.

5. However, considering the facts of this case, the petitioner will be at liberty to participate in the advertisement by filing an application, provided if they file an application within a further period of five days from today.

Sd/-

(Goutam Bhaduri)

JUDGE

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