

**HIGH COURT OF CHHATTISGARH, BILASPUR****WPC No. 3087 of 2021**

- Mata Jananani Swa Sahayata Samooh, Panchsheel Nagar, Durg, Registration No - 17299, Through Its President - Smt. Savitri Bramhabhatt, W/o Shri Ajay Bramhbhatt, Age - 49 Years, Resident Of Brahmanpara, District - Durg Chhattisgarh

**---- Petitioner****Versus**

1. State Of Chhattisgarh Through Its Secretary, Department Of Women And Child Development, Secretariat, Mahanadi Bhawan, Atal Nagar, Naya Raipur, District Raipur Chhattisgarh
2. The Collector (Women And Child Development Department) District - Durg Chhattisgarh
3. The District Program Officer, Women And Child Development, District - Durg Chhattisgarh
4. The Project Officer, Integrated Child Development Project, Durg Chhattisgarh

**---- Respondents**


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For Petitioner : Ms. Swati Verma, Advocate

For Respondents/State : Ms. Astha Shukla, PL

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**Hon'ble Shri Justice Goutam Bhaduri****Order****30/07/2021**

1. Heard.
2. Challenge in this petition is to the order dated 15.07.2021 (Annexure P-1), whereby it is alleged that the petitioner has been removed from supply of ready to eat food material.

3. Learned counsel for the petitioner submits that earlier on the similar issue stay order was passed in WPC No.1698/2020 on 26.08.2020 and thereafter since the petitioner was removed despite stay order, the contempt petition was filed. Therefore, the present order dated 15.07.2021 is bad in law and required to be stayed.
4. Per contra, learned State counsel would submit that the contract period of supply of ready to eat food material was from 25.06.2016 to 24.06.2021 which is evident from the second para of the order dated 15.07.2021. Learned State counsel, on instructions, would further submit that the alternative remedy of filing the appeal exists.
5. Prima facie, having considered the order dated 15.07.2021 without going into the merits of the case since the petitioner seeks to enforce a right under the contract and the same having been expired on 24.06.2021, this Court cannot create an agreement or contract on behalf of the petitioner. Since no right exists as on date and the contract has come to an end with the efflux of time, this Court cannot enforce the respondents to continue with a situation which was existing prior to 24.06.2021.
6. Accordingly, the petition sans merit is liable to be and is hereby dismissed.

Sd/-

**Goutam Bhaduri**  
Judge

Ashu