

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO. 3091 OF 2021

Birsa Swayamrojgar Seva Sahakari Sanstha Maryadit through its President Nandu
Deorao Kudmethe,

..VS..

State of Maharashtra, through its Principal Secretary, Social Welfare and Special
Assistance Department, Mantralaya, Mumbai and Ors.,

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri O. Y. Kashid, Advocate for petitioner.
Ms N. P. Mehta, A.G.P for respondent Nos.1 to 4.

CORAM : SUNIL B. SHUKRE AND
ANIL S. KILOR, JJ.

DATED : 23.08.2021

Heard Shri Kashid, learned counsel for the
petitioner.

2. The petitioner was one of the bidders who had submitted its bid in response to the tender notice dated 21.12.2018 for supply of food to the Government Boys and Girls Hostels. The petitioner was the bidder whose bid along with the bid of the other eligible bidders was found to be suitable and therefore, the bid submitted by the petitioner was finalized on 31.08.2019. After finalization of the bid submitted by the petitioner, however, for a period of more than one and half year nothing happened and on 26.04.2021, a decision was taken by the Government to grant extension to the

present food supply contractors and re-tender the food supply work.

3. According to the petitioner, the decision taken by the Government on 26.04.2021 is arbitrary. The reason stated by the petitioner for terming the said action of the State Government as arbitrary is that it has been issued by the State Government after a period of more than one and half year from the date on which the bid of the petitioner was finalized. The another reason for which the petitioner has found the said decision as arbitrary is that no reasons are stated in the impugned communication.

4. We are of the view that the petitioner has no right whatsoever to question the legality and correctness of the impugned communication as no contractual obligations have arisen in the present petition. So far only finalization of the bids submitted by the eligible contractors has been done and the petitioner is one of them. Thereafter, no letter accepting the bids so finalized has been issued to the petitioner and therefore, it cannot be said that any binding contract has arisen between the parties.

5. Secondly, the petitioner has not demonstrated to us that the impugned decision has been taken by the State Government out of some malice or it is not for

bonafide reasons. Thus, we find that this petition is not maintainable and stands dismissed accordingly. No costs.

JUDGE

JUDGE

Kirtak