

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.5491 of 2018

(Through Hybrid mode)

Manjulata Dora

....

Petitioner

Mr. Gyanaloka Mohanty, Advocate

-versus-

State of Orissa and others

....

Opposite Parties

Mr. T. N. Patnaik, Addl. Standing Counsel

CORAM: JUSTICE ARINDAM SINHA

ORDER

22.09.2022

Order No.

- 06.
1. Mr. Mohanty, learned advocate appears on behalf of petitioner and submits, his client has filed the interim application for direction upon the authority to give effect to agreement dated 18th October, 2019 in respect of lease of on-campus shop for vending medicines. On query from Court he submits, impugned in the writ petition is circular dated 27th February, 2015, purportedly based on which his client was being prevented from running on-campus medicine shop. The hospital has since shifted. Said agreement dated 18th October, 2019 is in respect of the new hospital premises.
 2. Mr. Patnaik, learned advocate, Additional Standing Counsel appears on behalf of State and submits, agreement dated 18th October, 2019 has retrospective commencement from 7th June, 2018 and is due to expire on 6th June, 2023.

3. It is clear that the Government has not enforced impugned circular dated 27th February, 2015 for alleged purpose of restraining petitioner from running on-campus medicine shop since, during pendency of the writ petition, they have entered into agreement dated 18th October, 2019. Mr. Patnaik submits, the agreement was entered into because interim order obtained by petitioner, protecting him from eviction, is subsisting. On query from Court he submits, the agreement does not have such a recital but impugned circular and policy could not be implemented because of subsistence of impugned order.

4. Petitioner's prayer in the application is for direction upon opposite party no.4 to allow him to open his medicine shop inside new campus of District Headquarters Hospital, Jharsuguda. He has agreement dated 18th October, 2019, whereby the authorities agreed to allow him to run the shop. In spite of all this Court appreciates that the authorities, citing interim order, have not allowed petitioner to run medicine shop from the original campus nor in the new campus under said agreement dated 18th October, 2019. The motives of the authorities become clear.

5. Opposite party no.4 is directed to forthwith allow petitioner to commence running medicine shop from District Headquarters Hospital, Jharsuguda, in the premises leased out under agreement dated 18th October, 2019. Concerned authorities will make appropriate amendment to the agreement

to enable petitioner to obtain drug licence for the purpose.
This must be done within three weeks of communication.

6. The writ petition is disposed of.

(Arindam Sinha)
Judge

RKS

