

IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P (C) No. 6134 of 2022

Binayak Charan Sahu

....

Petitioner

Mr. B.P. Das, Advocate

-versus-

State of Odisha and Others

....

Opposite Parties

Mr. L. Samantaray, AGA

CORAM:
JUSTICE JASWANT SINGH
JUSTICE M.S. RAMAN

ORDER
23.03.2022

Order No.

- 02.**
- 1.** This matter is taken up by virtual/physical mode.
 - 2.** The Petitioner, who is the owner of the vehicle bearing registration No. OD-25-E-8400, being aggrieved by the order dated 4th February, 2022 passed by Superintendent of Excise, Boudh, the Opposite Party No. 4, who has declined to extend the contract for hire of the vehicle on the ground that the vehicle is more than three years from the initial registration, approached this Court for protection.
 - 3.** The counsel for the Petitioner stated that the date of registration of the vehicle being 18th August, 2017 and the permit in respect of a contract carriage issued by Regional Transport Office, Nayagarh is valid till 19th August, 2022, the Opposite Party No. 4 violated the condition stipulated in the office memorandum dated 6th September, 2019 bearing No. 34085/ F issued by Finance Department.

P.T.O.

The counsel for the Petitioner attracted the attention of this Court to Clause-3(III) of the said memorandum which reads as follows:-

“The vehicles hired shall be in good condition and shall not be older than three years. Vehicles older than five years should be replaced by new vehicles by the service provider”

4. It is further alleged by counsel for the Petitioner that terms and conditions of hired vehicle vide Clause-9 appended to Quotation/Tender Call Notice No. 843/E dated 25th July, 2017 issued by District Excise Office, Boudh is contrary to aforesaid office memorandum. Clause-9 of tender call notice reads thus:-

“The vehicle shall not be more than three years old from the initial registration running condition during the period of contact.”

5. It is submitted that the Excise Department hired the vehicle on year-to-year contract basis. The counsel for the Petitioner asserted that said vehicle having due permission in respect of contract carriage, the hiring agreement could not be discontinued. The agreement is, therefore, required to be extended for a period of five years from the date of initial registration. The vehicle has been utilized by the Excise Department, Boudh for the last three years, by extending the tenure of agreement year-to-year.

6. After arguing for some time, the counsel for the Petitioner could not convince this Court that the Excise Department is duty bound to extend the term of agreement for hiring of the vehicle bearing No.OD25E8400 beyond the period of contract.

7. However, the counsel for the Petitioner sought for permission to withdraw the writ petition unconditionally.

8. Accordingly, the writ petition is dismissed as withdrawn.

(Jaswant Singh)
Judge

(M.S.Raman)
Judge

Laxmikant

March 23rd, 2022
Cuttack

