

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 12018 of 2022

***M/s. Sumeet Security Service,
Bhubaneswar***

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Petitioner

Mr. A.P. Bose, Advocate

Vs.

State of Orissa & Ors.

.....

***Opposite parties
State Counsel***

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE S.K. MISHRA

ORDER

27.06.2022

Order No.

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This matter is taken up through hybrid mode.

2. Heard Mr. A.P. Bose, learned counsel for the Petitioner and Mr. T. Patnaik, learned Additional Standing Counsel for the State opposite parties.

3. The Petitioner has filed this Writ Petition seeking to quash the notification under Annexure-1 dated 28.03.2022, by which advertisement has been issued for WSHG/Federations inviting expression of interest for taking up different activities under health sector of the Health and Family Welfare Department, and further to direct Opposite Party No.1 to renew the contract under Annexure-4 for a period till 28.02.2023, including the period extended as per Annexure-6, in the interest of justice, equity and fair play.

4. Mr. A.P. Bose, learned counsel for the Petitioner contended that pursuant to Request for Proposal (RFP) dated 09.12.2020 issued by Opposite Party No.2 for outsourcing of diet services (dry of cooked) for indoor patient for DHH, Kendrapara, the Petitioner applied for the same and on being

selected, an agreement was executed for supply of diet services giving effect from 01.03.2021 to 28.02.2022. Thereafter, the said period was extended till 31.03.2022. Subsequently, vide letter dated 09.05.2022, the said period for outsourcing of diet service at DHH, Kendrapara, was extended up to 31.05.2022. It is contended that Clause-4.1 (a) states that the engagement shall be for a period of two years from the date of actual operation (beginning of service) or signing of contract, whichever is later and Clause-4.1 (b) states that the contract shall be signed initially for a period of one year, which shall be extended for another year, if performance of the agency is found satisfactory as per due assessment. It is contended that the Petitioner has rendered satisfactory performance. Thereby, the said period should have been extended till 28.02.2023, but now the Petitioner is not allowed to execute the agreement by introducing WSHG to do the work, which is arbitrary, unreasonable and contrary to the provisions of law.

5. Mr. T. Patnaik, learned Additional Standing Counsel for the State Opposite Parties, contended that admittedly the Petitioner entered into an agreement for a period of one year i.e. from 01.03.2021 to 28.02.2022. As such, the Petitioner has assailed Annexure-1 dated 28.03.2022, the advertisement for WSHG/Federations inviting expression of interest for taking up different activities under health sector of the Health and Family Welfare Department. Pursuant to such advertisement, one Maa Durga SHG, Badabaranga, Ichhapur, Kendrapara has been selected and it will start to work w.e.f. 01.07.2022. But because of subsistence of the period, the

agreement has not been executed.

6. Considering the contentions raised by learned counsel for the parties and after going through the records, admittedly the Petitioner, being found suitable, was selected for outsourcing of diet services for indoor patient for DHH, Kendrapara. As such, initially a contract was executed for a period of one year from 01.03.2021 to 28.02.2022 and subsequently it has been extended till 31.05.2022. In the meantime, fresh advertisement has been issued on 28.03.2022 for WSHG/Federations inviting expression of interest for taking up different activities under health sector of the Health and Family Welfare Department. Pursuant to such advertisement, many WSHG had participated in the process of selection and by following due procedure one Maa Durga SHG, Badabaranga, Ichhapur, Kendrapara was selected for outsourcing of diet services for indoor patient for DHH, Kendrapara. But fact remains, after expiry of one year, the said period has been extended till 31.05.2022, vide letter dated 09.05.2022, and thereafter, the period has not been extended. As per Clause 4.1(b), the contract shall be signed initially for a period of one year which shall be extended for another year if performance of the agency is found satisfactory as per due assessment. But nothing has been placed on record to show that the performance of the Petitioner is satisfactory after extension was made.

7. In that view of the matter, since Maa Durga SHG, Badabaranga, Ichhapur, Kendrapara has already been selected and it has to supply the diet services for the indoor patients for DHH, Kendrapara from 1st July, 2022, this Court

is not inclined to entertain the Writ Petition. Therefore, the Writ Petition merits no consideration and the same is accordingly dismissed.

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(**DR. B.R. SARANGI**)
JUDGE

Alok/Ananta

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(**S.K. MISHRA**)
JUDGE

