

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No.22885 of 2022

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

.....

Petitioner

Mr. S.K. Dash, Advocate

Vs.

State of Odisha and others

.....

***Opposite Parties
State Counsel***

CORAM:

**DR. JUSTICE B.R. SARANGI
MR. JUSTICE G. SATAPATHY**

**ORDER
07.09.2022**

**Order No.
01**

This matter is taken up through hybrid mode.

2. Heard Mr. S.K. Dash, learned counsel for the petitioner and Mr. P.P. Mohanty, learned Additional Government Advocate appearing for the State-opposite parties.

3. The petitioner has filed this writ petition seeking direction to the opposite parties extend the contract period for another two years, in view of Clause-6 of the Agreement executed between the parties and further to issue direction to the authority to consider its representation for extension of the contract period.

4. Mr. S.K. Dash, learned counsel for the petitioner contended that the petitioner-firm, having been selected, was issued with work order by opposite party no.3 for House Keeping and Cleaning Service. As per Clause-6 of the agreement, the agency will be engaged initially for a period w.e.f.01.08.2020 to 31.07.2022 subject to satisfactory performance, which may further be extended by the District/Institution authority for another two

years based on satisfactory performance of the Service Provider. It is contended that the period had expired since 31.07.2022 and on the application of the petitioner with regard to extension of the said period, it was allowed for one month from 01.08.2022 to 31.08.2022. It is further contended that since the performance of the petitioner is satisfactory, the petitioner should be extended for another period of two years.

5. Mr. P.P. Mohanty, learned Additional Government Advocate appearing for the State-opposite parties contended that the period of contract having been expired, it is the discretion of the authority to extend the contract period. It is further contended that nothing has been placed on record whether the performance of the petitioner-firm is satisfactory or not. Even if Clause-6 of the agreement envisages extension of contract period for another period of two years subject to satisfactory performance, the representation cannot be considered at this stage.

6. Having heard learned counsel for the parties and after going through the records, it appears that it is the admitted case of the parties that the petitioner entered into an agreement for deployment of its manpower and equipments to manage the Housekeeping and cleanliness services in the Health Institutions in the district of Mayurbhanj. Clause-6 of the agreement states as follows:

“6. Period of Engagement/Duration of Contract

The agency will be engaged initially for a period w.e.f. 01.08.2020 to 31.07.2022 subject to satisfactory performance, which may further be extended by the District/Institution Authority for another two years based on satisfactory performance of the Service Provider”.

7. In view of the aforementioned clause, it is specifically

mentioned that the agency will be engaged initially for a period of two years w.e.f. 01.08.2020 to 31.07.2022 subject to satisfactory performance, which may further be extended by the District/Institution Authority for another two years based on satisfactory performance of the Service Provider. The said period having been expired, opposite party no.3 extended the period from 01.08.2022 to 31.08.2022. The claim of the petitioner is that the petitioner-firm should be extended for another period of two years for its satisfactory performance. Therefore, the petitioner seeks direction to dispose of its representation.

8. In view of the above, since there is no provision in the tender document for blanket extension of period of contract, rather the same shall be subject to satisfactory performance, it is incumbent upon the authority concerned either to extend the period for another two years or not. Therefore, this Court is not inclined to issue any direction to consider the representation of the petitioner. In such view of the matter, the writ petition merits no consideration and the same is dismissed.

(DR. B.R. SARANGI)
JUDGE

Alok/Subhasmita

(G. SATAPATHY)
JUDGE