

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 24446 of 2022

Manoj Kumar Sahu

.....

Petitioner

Mr. G. Satapathy, Adv.

Vs.

State of Odisha and others

.....

Opposite Parties

Mr. P.P. Mohanty, AGA

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE G. SATAPATHY

ORDER

23.09.2022

Order No.

01.

This matter is taken up through hybrid mode.

2. Heard Mr. G. Satapathy, learned counsel for the petitioner and Mr. P.P. Mohanty, learned Addl. Government Advocate appearing for the State-Opposite Parties.

3. The petitioner has filed this writ petition seeking to cancel Dighi-1 sand sairat source as per Annexure-2 on the ground that the same is contradicting the notice/advertisement vide Annexure-1 and also violating the terms and condition of the notice.

4. Mr. G. Satapathy, learned counsel for the petitioner contended that an advertisement was issued by the authority on 27.10.2021 wherein details of the minor mineral, which is to be leased out, have been mentioned. As per the said notice, for the first year, the tenderer shall lift the sand for a quantity of 49,000 cum. As the petitioner became unsuccessful, the bid was settled in favour of opposite party no.6, who had entered into an agreement for lifting 7,500 cum production capacity for the first year, vide Annexure-2. If the quantity would have been prescribed in the notice itself in proper manner, then the petitioner would have been offered his price so as to qualify in the bid itself. Therefore, the

petitioner has approached this Court by filing the present writ petition for cancellation of such tender.

5. Mr. P.P. Mohanty, learned Addl. Government Advocate appearing for the State-Opposite Parties contended that the petitioner has no locus standi to challenge the tender allotted in favour of opposite party no.6, because unlike the petitioner, opposite party no.6 participated in the tender process and become successful and subsequently entered into an agreement for lifting 7500 cum sand for the first year in place of 49,000 cum sand from the source, as per the notice issued under Annexure-1. Thereby, opposite party no.6 is bound by his own agreement. Therefore, the petitioner, being an unsuccessful bidder, cannot and could not have approached this Court by filing the present writ petition and, as such, at his behest, the writ petition is not maintainable.

6. Having heard learned counsel for the parties and after going through the records, this Court finds that an advertisement was issued by the Tahasildar, G.B. Nagarh, Mayurbhanj under Annexure-1, in which the production capacity of sand had been mentioned as 49,000 cum for the first year. The petitioner along with others though participated in the bid, but opposite party no.6 was declared qualified and subsequently he entered into an agreement with the Tahasildar vide Annexure-2 and was agreed to lift 7,500 production capacity of sand for the first year in place of 49,000 cum of sand from the source and pursuant to such agreement opposite party no.6 has already lifted the minor minerals from the source. As such, though the person, in favour of whom the source has been settled, has no grievance or objection for such fixation of quantity, but the petitioner, being an

unsuccessful bidder, has approached this Court by filing the present writ petition to cancel such tender alleging that quantity of lifting the sand should not have been fixed, which he cannot and could not have done. Thereby, this Court is of the considered view that the petitioner being not a person aggrieved, at his behest, the writ petition is not maintainable.

7. Accordingly, the writ petition merits no consideration and the same is hereby dismissed.

(DR. B.R. SARANGI)
JUDGE

(G. SATAPATHY)
JUDGE

Ashok/Kishore

