

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No.36837 of 2021

*Odisha State Beverages  
Corporation, Khurda Depot  
Contract Labour Union*

.....

*Petitioner*

*Mr. V. Mohapatra, Advocate*

Vs.

*Odisha State Beverages  
Corporation Ltd. & Ors.*

.....

*Opposite Parties*

*Mr. R. Sahoo, Advocate  
(O.Ps.1 & 2)*

*Mr. R.P. Kar, Advocate  
(O.P.3)*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE B.P. SATAPATHY**

**ORDER**

**22.11.2022**

**Order No.**

3

This matter is taken up through hybrid mode.

2. Heard Mr. V. Mohapatra, learned counsel for the petitioner and Mr. R. Sahoo, learned counsel appearing for opposite parties no.1 & 2.

3. The petitioner has filed this writ petition seeking to quash the work order under Annexure-1 dated 28.10.2021, wherein it is stated that the period of agreement was for a period of one year w.e.f. 01.11.2021 to 31.10.2022. As it appears from Annexure-1, the period of contract has already been expired in the meantime. As such, learned counsel for the petitioner has no instructions as to whether the period of the contract has been extended or not in the work order given to the successful bidder-opposite party no.3.

4. In view of such position, since the period of contract has

been over in the meantime, the writ petition has become infructuous. However, if any future tender is held, it is open to the opposite parties to take into consideration the grievance of the petitioner and pass appropriate order in accordance with law.

5. With the above observation, the writ petition stands disposed of.
6. Issue urgent certified copy as per rules.

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

*Alok*

**(B. P. SATAPATHY)**  
**JUDGE**

