

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 40271 of 2021

*M/s. BKD Logistics Pvt. Ltd and
others*

.....

Petitioner

Mr. A. Patnaik, Advocate

Vs.

*The Chairman-cum-MD, MCL,
Sambalpur and others*

.....

Opposite parties

*Mr. R.Sharma, Advocate &
Mr. P.K. Parhi, ASGI along Mr. J. Nayak,
CGC*

CORAM:

DR. JUSTICE B.R. SARANGI

Mr. JUSTICE SANJAY KUMAR MISHRA

ORDER

24.06.2022

Order No.

04

This matter is taken up through hybrid mode.

2. Heard Mr. A. Patnaik, learned counsel for the petitioner, Mr. R. Sharma, learned counsel for the opposite party-MCL and Mr. P.K. Parhi, learned ASGI along with Mr. J. Nayak, learned counsel for Union of India.

3. The petitioner files this writ petition seeking to quash the tender call notice dated 01.12.2021 under Annexure-1 and also to direct the MCL authorities to dispose of the representation of the petitioner after giving due opportunity of hearing to the petitioner.

4. Mr. A. Patnaik, learned counsel for the petitioner contended that the members of the petitioner's company are Ex-Servicemen and allowed to carry on business of transportation, but due to reduction of work, they were not allowed to discharge 80% of the workload as per the agreement applicable to them. But, now the opposite parties have taken steps for grant of such benefit, therefore, the cause of action of the petitioners may not survive.

5. At this stage, Mr. Sharma, learned counsel appearing for the MCL contended that they have filed counter affidavit to I.A. No. 7030 of 2020, wherein they have taken a stand that since as per the agreement, the opposite parties will go on giving the petitioner 80% of the workload till

the contract period of the petitioner company is over, the petitioner may not have any grievance for the same.

6. Having heard learned counsel for the parties and after going through the record, on a bare perusal of the counter affidavit filed by the MCL in I.A. No. 7030 of 2020, at paragraph-12, it has been indicated as follows:-

“That, it is humbly submitted here that these Opp. Parties as per the clauses of the MOU as per (Anx-2 Series) and agreement (Anx-3 series) will go on giving the Petitioner company 80% of the workload till the contract period of the Petitioner company is over and in view of the mine capacity of both the mines of Basundhara Area having been enhanced/increased, the apprehension of the Petitioner that it will not get the work load as per the MOU does not hold good as evident from Annexure-C/1 of Counter Affidavit and Anx-L/1 filed by these opposite parties to the present counter affidavit.”

7. In view of such statement made by opposite parties-MCL, the petitioner may not have any grievance in the application.

8. The writ petition stands disposed of accordingly.

(DR. B.R. SARANGI)
JUDGE

(S.K. MISHRA)
JUDGE

Arun/Banita