

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

WRIT PETITION NO. 1668/2021

(SANGRAM MADHUKAR DHUMAL **VERSUS** STATE OF MAHARASHTRA & OTHERS)

*Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders.*

Court's or Judge's order

Shri Jatin Kumar, counsel for the petitioner.
Shri A.M. Deshpande, Additional G.P. for the R-1 & 2.
Respondent no.3 served.

CORAM : A. S. CHANDURKAR AND SMT. M.S. JAWALKAR, JJ.

DATE : MARCH 23, 2022.

The challenge raised in this writ petition is to the grant of work order to the respondent no.3 on 05.03.2021 in the matter of supply of water in Amravati District which includes non-remote as well as remote areas.

According to the learned counsel for the petitioner, tender notice was issued on 02.02.2021 calling upon bids for supply of water by private tankers which bids were to be submitted by 18.02.2021. In response to the tender notice, four bidders submitted their bids. According to the petitioner, insofar as supply of water to remote areas is concerned the rates quoted by him were the lowest whereas for non-remote areas the rates quoted by the respondent no.3 were the lowest. However, by taking an average of the rates quoted by the bidder for both the works, the work order was issued to the respondent no.3. The challenge as raised is to the grant of work order pertaining to supply of water to remote areas. According to the learned counsel for the petitioner there being two works involved, one for non-remote areas and other for remote areas, the petitioner was entitled to be granted the work order for remote areas as the rates quoted by him were the lowest. In that regard reliance is placed on the decision in *Vijay Kumar Gupta Versus State of Maharashtra & Others* [2008(4) **Mh.L.J. 370**]. It is thus submitted that the petitioner ought to have been granted the work order for the remote areas especially since the same has been granted to the respondent no.3 at the rates quoted by the petitioner. Infact the petitioner could have offered a lower rate than what was quoted in the financial bid if he would have been invited for negotiation.

The learned Additional Government Pleader for the respondent nos.1 and 2 has relied on the affidavit-in-reply and submitted that there was a common work order for both the works and there was no distinction made while issuing such work order. The tender notice in that regard was also clear. Since the respondent no.3 was granted the work order at the rate quoted by the petitioner there was no loss caused to the respondent nos.1 and 2.

Having heard the learned counsel for the parties, we find that in the tender notice it was stated that the work was to be allotted for a period of one year. The work order dated 05.03.2021 also stipulates that from the date of issuance of the work order the supply of water was to be undertaken for a period of one year. We therefore find that the period of one year from 05.03.2021 has come to an end. In that view of the matter, the challenge now has become academic. Though it was urged by the learned counsel for the petitioner that this Court may record a finding on the contentions as urged, we find that since the period of one year for which the work order was to operate has lapsed that exercise is not warranted. Instead the points raised in the writ petition can be kept open.

Accordingly, in view of the fact that the work order dated 05.03.2021 was to operate for a period of one year, we are not inclined to entertain the challenge on merits since that period has expired. Keeping the points raised on merits open, the writ petition is disposed with no order as to costs.

(SMT. M.S. JAWALKAR, J.)

(A. S. CHANDURKAR, J.)

APTE