

WPA 19054 of 2022

Manas Neogy

Vs.

**The Member Secretary, District Health &
Family Welfare Samity, Hooghly & Ors.**

Ms. Sucharita Biswas,
Mr. Bhaskar Dutta Gupta.

... for the Petitioner

The writ petitioner has come up before the
Court to seek the following reliefs:-

- “a) A Writ in the nature of Mandamus directing status quo in respect of the impugned PPP Agreements for Haripal RH Singur RH & Mogra RH till the pending resolution of the disputes by the Ld. Arbitrator or any appeal arising from the said award, or till official discontinuation of all rural PPP diagnostic agreement applicable for all similar Private Partner will be taken by the Government;
- b) A Writ in the nature of Mandamus directing the Respondents, their men, agents and subordinates to cancel/quash/rescind set aside the

order 17.08.2021 passed by the Secretary, PPP Cell;" and others.

The writ petitioner has alleged that an agreement for usage of the petitioner's clinical facilities as a part of the Singur Rural Hospital under the Public Private Partnership has been wrongfully terminated by the respondent State.

The agreement was entered into on 2008 and was prevalent till 2012. Apparently even after 2012 the writ petitioner continued to discharge his performance in terms of the said agreement.

Subsequently renewal of the agreement was done with effect from 1st February, 2012. However a notice of termination emerged on March 22, 2018.

The petitioner is aggrieved with the termination of such agreement. He says that the reason for termination is untenable in the eye of law. He says further that the concerned job for which he earlier entered into the said agreement with the said respondent is perpetual in nature and some other person has been entrusted under the PPP Model to discharge the said job. Hence, he agitates about the discontinuation of himself as the partner with respect to the said Public Private Partnership.

Ms. Biswas appearing for the petitioner has pointed out to an order of the appellate Court dated January 17, 2020, passed in FMA No. 282 of 2020 (MAT 1486 of 2018) with CAN 9491 of 2018 with CAN 9493 of 2018 (Manas Neogy and another vs. The State of West Bengal and others), to submit that by dint of the said order the respondent authorities are precluded from disallowing the petitioner to enter into an agreement and continue with the same, with the respondents. According to her, the petitioner may immediately be restored in the partnership with the State authorities as before.

The respondents are not present inspite of service of notice. Hence, the writ petition is taken up for adjudication in absence of the respondents.

Admittedly the tenure of the agreement is now terminated. After termination of the agreement unless fresh invitation for a partnership in the Public Private Model is issued, there is no scope for entering into or continuing with such a scheme of job. Petitioner here has not come up with the case that there has been any fresh invitation for a Public Private Partnership.

On perusal of the appellate Courts order dated January 17, 2020, as mentioned above, it transpires that by dint of the same the respondent has been restrained to black list the petitioner for any future invitation for such a partnership to be announced. This does not however ipso facto provide for renewal of petitioner's previous agreement with the respondent State, that too, after expiry of the specified period of agreement.

In the considered opinion of the Court in this writ petition there is no tenable and cogent ground for which the writ petitioner may be granted an order as prayed for. The writ petition merits no success.

The writ Petition being WPA 19054 of 2022 is dismissed.

(Rai Chattopadhyay, J.)