

23.11.2023
Item No.26
RP/AN
Ct. No.1

MAT 2254 of 2023
+
IA No.CAN 1 of 2023
Matangini Karmaddogi Mahila Sangha
Vs.
The Additional District Magistrate and Additional
Magistrate, South 24 Parganas & Ors.

Mr. Soumya Mazumder
Mr. Rajdeep Mazumder
Mr. Moyukh Mukherjee
Mr. Pritam Roy
Ms. Sagnika Banerjee
.....for the Appellant

Mr. Biswabrata Basu Mallick
Ms. Parna Roy Chowdhury
..for the State

1. This intra-Court appeal filed by the appellant is directed against the order dated 9th October, 2023 passed in WPA 22292 of 2023. The writ petition was filed by the appellant seeking for extension of agreement which was entered into between the appellant and the respondent department dated 9th November, 2022. Learned Single Bench held that there was no vested right for the appellant to seek for renewal of the agreement and simultaneously issued direction for clearing the pending bills , if any. Aggrieved by such order, the appellant has filed the present appeal.
2. Clause 2 of the agreement has been pressed into service to state that the appellant is entitled to seek for renewal of the supply contract for a period of six

months. Clause 2 of the said agreement reads as follows.

“The Agreement for supply of Ready to Eat Nutritional Mix (RTE) shall be deemed to have come into force for a period of 06(six) month with effect from 9.11.2022 and the same shall remain valid up to 08.05.2023 subject to the condition that there is no breach of contract by the supplier. The agreement will be reviewed/renewed after 06 (six) months subject to satisfactory performance report from the concerned ICDS Project and respective Sub-Divisional Officer.”

On plain reading of the above clause show that there was no vested right for the appellant to seek for renewal. The authority, namely, the Project Director, DRDC & Additional District Magistrate-In-Charge, ICDS, South 24 Parganas is entitled to exercise discretion and subject to satisfactory performance report the contract may be renewed.

3. The appellant would state that a certificate dated 24.04.2023 has been issued by the Child Development Project Officer, Bishnupur-I ICDS Project stating that there has been no adverse official complaint in regard to quality and quantity of Ready to Eat Nutritional Mix supplied by the

appellant organization which has been received by the Project Officer till the date of issuance of certificate. The veracity and validity of the certificate is to be considered by the competent authority who will exercise discretion in the matter of extension of the contract of supply for a further period of six month. Admittedly, the contract is a private contract between the appellant and the respondent and merely because the respondent is a government department, in such private contract a writ petition is not maintainable. Therefore, we find no ground to interfere with the order impugned.

4. In the result, the appeal and the connected application are dismissed.

(T. S. SIVAGNANAM)
CHIEF JUSTICE

(HIRANMAY BHATTACHARYYA, J.)