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26.06.2023
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CALCUTTA HIGH COURT
In the Circuit Bench at Jalpaiguri
Constitutional Writ Jurisdiction
Appellate Side

W.P.A. No. 1315 of 2023

M/s. Greenzen Bio Private Limited & Ors.
Vs.
The State of West Bengal & Ors.

Ms. Reshmi Ghosh,
Mr. Soumya Sankar Chini
...for the petitioners

Despite substantial service on the principal
contesting respondents, none appears to oppose
the writ petition.

Affidavit-of-service filed in Court today be kept
on record.

The grievance of the petitioners is as follows:-
A contract was awarded to the petitioner no. 1,
which is a biomedical waste disposal unit, in
respect of Zone-1 contemplated under the Memo
floated by the Government of West Bengal in that
regard, which covers Districts and Medical Colleges
of Coochbehar, Jalpaiguri, Darjeeling, Malda, Uttar
Dinajpur and Dakshin Dinajpur.

As per Clause 26 of the said agreement, in
case of a fresh tender rate being finalized, which
may fall within the period of the contract of the

petitioners, the present contract would become null and void.

Learned counsel appearing for the petitioners seeks to lend the interpretation to such clause to the effect that the nullity contemplated therein would be only with regard to the rates.

It is submitted that, otherwise, the contract between the petitioners and the respondent-authorities is continuing. However, despite there having been finalized fresh tender rates subsequently, no effect has been given to the same vis-à-vis the petitioners. It is argued that, in terms of Clause 26, the petitioners, on an equal footing with other bidders, who have been given subsequent tenders, is entitled to the fresh finalized tender rates.

Learned counsel further points out that several representations have been given by the petitioners in that regard, most recently on June 06, 2023, which is annexed at page 147 (annexure P-18) of the writ petition.

A perusal of the materials annexed to the writ petition clearly indicates that the respondents, being public authorities, and the work-in-question being directly related with public interest, the respondents ought to have acted on a more transparent footing than an ordinary party to a

contract inasmuch as Clause 26 of the agreement clearly provides that in the event of fresh tender rates being finalized, the same would be given effect to in respect of the petitioners.

As such, W.P.A. No. 1315 of 2023 is disposed of by directing the respondent no. 2, that is, the Health Secretary, Department of Health & Family Welfare, Government of West Bengal, to consider the representation dated June 06, 2023, if necessary, upon giving hearing to the petitioners, and to dispose of the same as expeditiously as possible, positively within three weeks from the date of communication of this order to the said respondent.

Upon such consideration, the current finalized tender rates shall be made applicable to the petitioners, if necessary, by modifying the contract with the petitioners and/or novation of the contract on such terms.

Such effect, from the date of publication of the finalized tender rates, shall be given as expeditiously after the disposal as possible, preferably within a month from the date of such consideration by the respondent no. 2.

All parties shall act on a server copy of this order for the purpose of compliance, without

insisting upon prior production of a certified copy thereof.

Learned counsel for the petitioners shall communicate this order to the respondent no. 2 immediately to ensure due compliance of the same.

There will be no order as to costs.

Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance of all necessary formalities.

(Sabyasachi Bhattacharyya, J.)