IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO.3677 OF 2023
(SHREE SAI BABA SANSTHAN TRUST SHIRDI VS. THE STATE OF MAHARASHTRA, THROUGH IT'S PRINCIPAL SECRETARY)
IN
PUBLIC INTEREST LITIGATION NO.98 OF 2021

Mr.A.S.Bajaj, Advocate for the Applicant.
Mr.D.R.Kale, GP for the Respondent/State.
Mr.Ajinkya Kale h/f Talekar and Associates, Advocate for the Petitioner in PIL.

**( CORAM : RAVINDRA V. GHUGE AND
Y. G. KHOBRAGADE, JJ.)**

**DATE : JUNE 9, 2023**

PER COURT :

1. The Applicant Shree Sai Baba Sansthan Trust has put forth prayer clause 'B' as under :-

*"B. The applicant may kindly be permitted to implement the Circulatory Resolution dated 13.01.2023 passed by Ad-hoc Committee for ex-post facto purchase of Pure Cow Ghee by an interim arrangement granted approval for purchase of 100 Qtls. of Pure Cow Ghee from earlier contractor i.e. Radhe Dairy for which amount of Rs.43,00,000/- is already spent."*

2. On 17.03.2023, we had passed the following order :-

*"1. During the hearing of this application, we are informed that it was the District Collector of Ahmednagar, who introduced the Swiss Challenge Method as a substitute for tender process. 3000 quintals of pure cow ghee is desired to be purchased from the earlier supplier.*

*2. The Petitioner shall place before us the scheme of Swiss Challenge Method and reasons as to why there was a shift from the earlier tendering process to this method for purchasing huge quantities of consumables that are required by the Shri Saibaba Sansthan, Shirdi. We also expect an explanation from the CEO as to why an ex-post facto purchase of pure cow ghee of hundred quintals is sought, when the necessity was for the month of December 2022 to March 2023.*

*3. Same is the case in CA No.3678/2023, where post facto permission for having purchased grocery items worth Rs.44,94,490/- .*

*4. Unless we are convinced, we would not grant both these civil applications.*

*5. Stand over to 24.03.2023 in the "passing orders category".*

3. The learned Advocate for the Applicant submits that due to unforeseen circumstances, ex-post facto sanction for the purchase of 100 quintals of pure cow ghee from an earlier contractor, is sought as

the purchase has already been made. We have perused the additional affidavit filed by the Applicant, dated 19.04.2023.

4. We find that the Swiss Challenge Method, which is said to be a substitute for the tender process, was introduced by the District Collector, Ahmednagar. 3000 quintals of pure cow ghee has been purchased from the earlier supplier. Apparently, there is a shift from the earlier tendering process to this method for purchasing huge quantities of consumables, which cannot be countenanced.

5. We seriously deprecate the process adopted by the applicant. Until specifically permitted by this court, the Applicant would not adopt the Swiss Challenge method and shall continue to follow the tendering process. Henceforth, we would not be granting ex-post facto sanction for any purchase made by the Applicant *de-hors* the rules.

6. By way of an exception and considering the peculiar situation in which the purchase has already been made and complications would occur if the sanction is not granted, that we are granting this application in terms of prayer clause "B". We make it

clear that henceforth, no such orders would be passed.

7. We are now informed by the learned Advocate for the Applicant, on instructions, that henceforth the applicant would not follow the Swiss Challenge Method and it was purely a one time act with regard to purchase of pure cow ghee.

**( Y. G. KHOBRAGADE, J. )** **( RAVINDRA V. GHUGE, J.)**