

**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.6134 OF 2023

**RANI SHIVAJI JADHAV
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND
OTHERS**

....

Mr. A. N. Nagargoje, Advocate for Petitioner
Mr. S. W. Munde, A.G.P for respondent – State
Mr. P. D. Suryawanshi, Advocate for respondent Nos. 2 and 3

....

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

DATE : 12.06.2023.

ORDER :-

1. The Petitioner has put forth prayer clauses B and C, as under:-

B] By issuing writ of mandamus, order, direction in the like nature, directions may please be issued against the respondent no. 2 & 3 for issuance of work order in favour of petitioner regarding the water supply scheme at village Gayakwadi & Bharatwadi Ta. Patoda Dist. Beed by declaring the noting dated 22.5.2023 i.e. “Tender Recall kara” put up by the respondent no.2 as illegal.

C] Pending hearing and final disposal of this writ petition, the respondent no. 2 & 3 may please be restrained from publishing fresh tender regarding the water supply scheme of village Gaikwadi/Bharatwadi Ta. Patoda Dist. Beed in the interest of justice.

2. Rule. Rule made returnable forthwith and heard finally by consent of the parties.

3. The learned Advocate representing Respondent Nos. 2 and 3 Zilla Parishad has vehemently opposed the petition.

4. There is no dispute as regards the following factors:-

(a) A scheme for water supply under the Jal Jeevan Mission, was to be implemented for village Gayakwadi and Bharatwadi Ta. Patoda Dist. Beed.

(b) The petitioner is one of the seven bidders in pursuance to the tender advertisement which was issued on 22.02.2023.

(c) Amongst the seven bidders who tendered their bids, on 24.02.2023, five bidders were declared as disqualified in the scrutiny for opening technical bids on the ground that they had not complied with the tender conditions.

(d) None of these five have initiated any proceedings.

(e) The petitioner and another person namely Waseem S. Syed, are the lowest bidders, though the petitioner is shown at serial No.2 as L-2.

(f) Wasim S. Syed subsequently withdrew from the said project before any work order could be issued.

(g) The above development has left the petitioner as the L-1 bidder.

5. Pursuant to the above, an agreement was signed by the Zilla Parishad with the Petitioner on a bond paper and an amount of Rs.1,20,381/- was deposited through a bank F.D.R. as security amount, .

6. Suddenly, on 22.05.2023 Respondent No.2 marked a noting on a file as “Tender recall kara”.

7. We find that though the learned Advocate for the Zilla Parishad has vehemently opposed the petition, there is hardly any justifiable reason or ground which he can cite to support the objection. We also do not find any specific reason cited by the Chief Executive Officer, Zilla Parishad as being the basis for passing the impugned noting “tender recall kara”. Not a single reason has been assigned.

8. In the above peculiar facts and circumstances of the case and in order to ensure that there is transparency in such projects, the impugned noting dated 22.05.2023 stands quashed and set aside. This **petition is consequently allowed.**

9. Rule is made absolute.

[Y. G. KHOBRADE, J.]

[RAVINDRA V. GHUGE, J.]

SMS