

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

966 WRIT PETITION NO.8851 OF 2023

ADIVASI PARDHI SAMAJ MAHILA BACHAT GAT
THROUGH ITS PRESIDENT SINDHUBAI JOGILAL PARDHI
VERSUS
THE STATE OF MAHARASHTRA
THROUGH THE PRINCIPAL SECRETARY AND OTHERS

...

Advocate for Petitioner : Mr. Jitendra V. Patil
AGP for Respondents State: Mr. P. K. Lakhotiya

CORAM : RAVINDRA V. GHUGE &
Y. G. KHOBRAGADE, JJ.
DATE : 14th September, 2023

ORDER:

1. On 01.08.2023, we had passed the following order:

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

“(A) By issuing writ of certiorari under Article 226 and 227 of the Constitution of India or any other appropriate writ, like in nature this Hon’ble Court may kindly quash and set aside communication/ order dated 12/06/2023 and 13/06/2023 wherein the respondent have incidentally withheld the supply order dated 11/08/2021 and extension order dated 30/06/2022 issued in the name of present petitioner Bachat Gat.

(B) By issuing writ of mandamus under Article 226 of the Constitution of India or any other appropriate writ, like in nature this Hon’ble Court may kindly direct the Respondents to issue appropriate orders for continuation of work order dated 11/08/2021 and extension order dated 30/06/2022 issued in the name of present petitioner Bachat Gat till the finalization of tender process for academic year 2023-2024.

(C) By issuing writ of mandamus under Article 226 of the Constitution of India or any other appropriate writ, like in nature this Hon'ble Court may kindly direct the Respondent to decide representation dated 15/06/2023 and 22/06/2023 wherein the petitioner has prayed for continuation of work order dated 11/08/2021 and extension order dated 30/06/2022."

2. Issue notice to the Respondents, returnable on 21.08.2023.

3. The learned AGP waives service of notice on behalf of all the Respondents. He submits that he has received a communication dated 26.07.2023 from the Additional Commissioner, Tribal Development, Nashik, to seek one month's time.

4. The learned Advocate for the Petitioner submits that the Petitioner had received a contract for supplying food items, grocery, vegetables and meat (Chicken and Mutton). The said contract dated 11.08.2021 came to an end after the academic year 2021-2022. An extension order was issued on 30.06.2022 for one more academic year. By the impugned communication dated 12.06.2023, the extension has not been granted to the Petitioner and instead, the Headmaster of the school is put on the job of purchasing vegetables and meat from the local market on day to day basis. He submits that the Government Resolution dated 08.05.2023 with regard to e-tendering for supplying vegetables, mutton, chicken, eggs, bananas, etc., indicates that until a new auction proceeding is conducted, the successful bidder under the

current auction contract, would continue. Yet the Headmaster is directed to perform the duties since 12.06.2023.

5. In view of the above, we direct that the Respondents would not engage any other entity/*Bachat Gat*, etc., for purchasing and supplying vegetables, fruits, meat, etc., which is presently being done by the Headmaster, until further orders."

2. We were astonished by the fact that the Government has selectively concluded the contract with the Petitioner and virtually compelled the Headmaster of the School to go to the market for purchasing vegetable, mutton, eggs, bananas, etc. until the new auction was conducted and the successful bidder commences operation.

3. In similar circumstances, an order was passed on 13.06.2023 by the Project Officer and Additional District Collector, Integrated Adiwasi Development Project, Dhule making a stopgap arrangement by continuing the concerned supplier on the same terms and condition until the regular auction was conducted and successful bidder was granted the contract. A similar order was passed at Nashik by the Additional District Collector and Project Officer for the Integrated Adiwasi Development Project Nashik dated 26.06.2023 continuing the concerned supplier, as like the present Petitioner, for supplying the

necessities until the regular auction is conducted and successful bidder is given the contract.

4. In view of the above, **this Petition is partly allowed.** The impugned communications dated 12.06.2023 and 13.06.2023 are quashed and set aside.

5. The Petitioner shall be continued, on the basis of the earlier e-tendering process, being a successful bidder, to supply the necessities on the same terms and conditions, until the successful bidder in an auction proceedings to be held in future, is given the contract.

(Y. G. KHOBRAGADE, J.)

(RAVINDRA V. GHUGE, J.)

JPChavan