

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

909 WRIT PETITION NO.13129 OF 2023

**VEER BIRSA MUNDA ADIWASI SUSHIKSHIT BEROJGARANCHI
SWANYAROGGAR SEVA SAHAKARI SANSTHA MARYADIT
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

AND

910 WRIT PETITION NO.13156 OF 2023

**JOGILAL UKHARDU PARDHI
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

AND

911 WRIT PETITION NO.13157 OF 2023

**KRANTIJYOTI SAVITRIBAI PHULE MAHILA SWANYASAHAYYATA
BACHAT GAT THROUGH ITS SECRETARY
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

AND

912 WRIT PETITION NO.13160 OF 2023

**CHINMAY MAHILA BAHUUDDESHIYA SANSTHA JALGAON
THROUGH ITS PRESIDENT
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

AND

913 WRIT PETITION NO.13164 OF 2023

**NANDABAI PANNALAL MAVALE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

AND
914 WRIT PETITION NO.13169 OF 2023

AADYA KRANTIVEER SAMSHERSING PARDHI ADIWASI
BAHUUDDESHIYA SANSTHA THROUGH ITS PRESIDENT
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

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Mr. A. B. Girase, Advocate for Petitioners

Mr. P. K. Lakhotiya, AGP for Respondents – State

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

DATE : 20.10.2023.

PER COURT :-

1. The Petitioners in these Petitions are identically placed.

For reference, prayer clauses [B], [C] and [D] are as under:-

“[B] By issuing writ of certiorari under Article 226 and 227 of the Constitution of India or any other appropriate writ, order or directions in the like nature this Hon’ble Court may kindly be 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 Sanstha.

[C] By issuing writ of mandamus under Article 26 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 Sanstha till the finalization of tender process for academic year 2023-2024.

[D] Pending hearing and final disposal of this Writ Petition, this Hon'ble Court may kindly stay the effect and implementation of communication/order dated 12/06/2023 and 13/06/2023 issued by respondent no.02 and 04 and allow the petitioner Sanstha to supply the goods as per work order dated 11/08/2021 and extension order dated 30/06/2022."

2. In similar circumstances, this Court has passed orders in Writ Petition No.8851 of 2023 and Writ Petition No.12062 of 2023, dated 14.09.2023 and 03.10.2023, respectively.

3. We were astonished by the fact that the Government has selectively concluded the contract with the Petitioners 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.

4. 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 conditions 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.

5. In view of the above, **these Petitions are partly allowed.** The impugned communications dated 12.06.2023 and 13.06.2023 are quashed and set aside.

6. The Petitioners 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 process to be held in future, is given the contract.

[Y. G. KHOBRAGADE, J.]

[RAVINDRA V. GHUGE, J.]

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