



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

952 CIVIL APPLICATION NO.14637 OF 2023
IN PIL/98/2021

SHRI SAIBABA SANSTHAN SHIRDI
THR ITS EX. ENGINEER/ADMINISTRATIVE OFFICER
VERSUS
THE STATE OF MAHARASHTRA THR ITS PRINCIPAL SECRETARY

...
Advocate for Applicant : Mr. Bajaj Anil S.
AGP for Respondents/State : Mr. P.S. Patil
...

CORAM : RAVINDRA V. GHUGE &
Y.G. KHOBRAGADE, JJ.
DATE : 8th December, 2023

PC. :-

1. The Applicant-Sansthan has put-forth prayer clause-B as under:

“(B) This Hon’ble Court may kindly grant permission to implement Resolution No.513/2 passed by the learned Ad-hoc Committee in its meeting dated 23.08.2023 pursuant to which the applicant is permitted to give extension to M/s. Mitra Sen Medicare Mumbai, on the same terms and condition as agreed initially for further period of 6 months or till the new E-tender process is completed whichever is earlier and to enter the name of M/s. Rohit Enterprises Pune, in blacklist and forfeit the amount of Rs.2 lakhs deposited by M/s. Rohit Enterprises Pune.”

2. It is pointed out that the e-tendering process was followed. However, Rohit Enterprises suddenly backed out and has created a difficult

situation for the Sansthan by which it is unable to operate the medical store. The Sansthan intends to take action against Rohit Enterprises. However, until the tender process is once again completed, a Pharmacy namely M/s. Mitra Sen which was earlier the successful bidder and has successfully completed the contract, will have to be continued for a further period of six months or till the new Pharmacy is selected to operate the said facility through e-tendering process. We are informed that the learned Principal District Judge, Ahmednagar, who is the Chairman of the Ad-hoc Committee of Shirdi, has approved Resolution No.513/2.

3. In view of the above, **this application is allowed in terms of prayer clause-B.**

[Y.G. KHOBRADE, J.]

[RAVINDRA V. GHUGE, J.]