

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO.108 OF 2023

Anusuchit Jati Jati Jamati Shikshan Sanstha, Nashik Nagar, Nehru Ward, Bhandara

-vs-

State of Maharashtra, Thr. Secretary, Dept. of Social Justice and Special Aid, Mantralaya,
Mumbai and anr.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Shri S. D. Chopde, Advocate for petitioner.

Ms N. P. Mehta, Assistant Government Pleader for respondent No.1.

CORAM : A. S. CHANDURKAR AND MRS VRUSHALI V. JOSHI, JJ.

DATE : January 06, 2023

This petitioner which is an institution that undertakes and imparts training programme to candidates seeking employment with the State Government and other Authorities is aggrieved by the tender notice dated 20/12/2022 issued by the respondent No.2. By the said tender notice bids have been invited from institutions having interest in imparting such training. It is the case of the petitioner that pursuant to an earlier order passed in the year 2021 the petitioner's name was considered and empaneled for Bhandara District. Relying upon Government Resolution dated 28/10/2021 it is submitted that as per Clause-9.1 thereof 30 training institutions that have been empaneled would be entitled to impart training for a period of five years. In the light of this stipulation in clause 9.1 of the said Government

Resolution, it was not permissible for the Authorities to have again issued the tender notice for Bhandara District. The petitioner was entitled to impart such training for a period of five years as per Government Resolution dated 28/10/2021. On this ground it is submitted that issuance of the fresh tender notice is uncalled for.

The learned Assistant Government Pleader appearing for respondent No.1 has invited our attention to the agreement dated 10/12/2021 that was executed between the petitioner and the respondent No.2 pursuant to the petitioner-Institution's empanelment in the earlier process. As per that agreement, for a period of one year the petitioner was entitled to impart such training. Accordingly in the process that was undertaken in December 2021, the petitioner's name was empaneled as a training institute. On expiry of the period of one year, a fresh tender notice has been issued. It is thus submitted that in view of the agreement signed by the petitioner, the same would be binding on the petitioner and a relief beyond the same cannot be claimed.

On hearing the learned counsel and on perusing the documents on record, it is seen that though the Government Resolution dated 28/10/2021 and especially Clause-9.1 thereof

states that the empaneled training institution would render training programme for a period of five years, there is a subsequent agreement entered into between the petitioner and respondent No.2 which specifically states that for a period of one year the petitioner-institute would be entitled to impart such training. This agreement dated 10/12/2021 was for a period of one year and has been executed by the petitioner. In the light of the period mentioned therein it would not be open for the petitioner to now, after completion of that period of one year, urge that it was empaneled for a period of five years. The rights of the petitioner are governed by the agreement signed by it and hence the petitioner cannot be heard to contend that issuance of the fresh tender notice is not justified. On such issuance of tender notice, it is open for the petitioner to participate in tender process and seek its empanelment again.

Thus in the light of the agreement dated 10/12/2021 which operated for a period of one year, we are not inclined to exercise extraordinary writ jurisdiction when fresh empanelment process has been initiated. The writ petition is therefore dismissed with no order as costs.