

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19215 of 2024

Sita Devi Wife of Ram Narayan Rai, Resident of Village- Majhauri
Dharmadas, Police Station - Sadar, District - Muzaffarpur.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Food and Civil Supply Department, Government of Bihar, New Secretariat, Patna.
2. The Principal Secretary, Food and Civil Supply Department, Government of Bihar, New Secretariat, Patna.
3. The Bihar State Food and Civil Supply Corporation Ltd. Through the Managing Director, Khadya Bhawan, Daroga Rai Path, R-Block, Road No. 2, Patna.
4. The Managing Director, Bihar State Food and Civil Supply Corporation Ltd., Khadya Bhawan, Daroga Rai Path, R-Block, Road No. 2, Patna.
5. The District Magistrate-cum-Chairman, District Transport Committee, Vaishali.
6. The District Manager, Bihar State Food and Civil Supply Corporation Ltd., Vaishali.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Rajendra Narain, Sr. Advocate Mr. Uday Kumar, Advocate
For the BSFC	:	Mr. Anjani Kumar, Sr. Advocate Mr. Shailendra Kumar Singh, Advocate
For the State	:	Mr. Amit Prakash, Government Advocate-13 Mr. D.K. Singh, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE NANI TAGIA

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 20-12-2024

The petitioner is aggrieved with the award of handling and transporting contract, as per NIT No. 723 dated 08.06.2024.

2. The petitioner's contention seems to be that the petitioner's tender, submitted as per Annexure-P-1 NIT, was



rejected on certain grounds, which identical grounds were not considered when the award was made as per the subsequent NIT at Annexure-P-2. Annexure-P-2 is said to be the NIT issued after cancellation of the earlier NIT at Annexure- P-1.

3. Petitioner challenged her disqualification in a writ petition which was disposed of as per Annexure-P-3 judgment. Petitioner's disqualification was on the ground that the petitioner was unable to sign an agreement since the truck owners, whose trucks the petitioner had obtained under lease, had cancelled the lease agreements. The petitioner having been given further time to execute the agreement, could not comply even within the extended time. The petitioner's contention before this Court was that subsequently the petitioner had submitted 30 trucks, some included in the original tender and some replaced after the earlier leases were refused to be continued. The petitioner also relied on Clause 11(xxv) to contend that such substitution was permissible. However, on a reading of the clause relied on, this Court found that it only speaks of replacement after the execution of agreement.

4. In the present case, the petitioner's own contention is that, the agreements were executed on 25.10.2024 and that the Transporter-cum-Handling Agent submitted a list of vehicles as



per Annexure-P-4 for change of leased vehicles, which replacement was on 26.10.2024. Hence, obviously, the replacement was after the agreement was signed. The petitioner merely presumes without any substantiation that the agreement would have been executed without the details of the leased out vehicles, proffered. It is also very pertinent that the petitioner though naming the Transporter-cum-Handling Agents, who have been granted the award and who sought for replacement as per Annexure-P-4, has thought it fit not to implead both of them in the writ petition.

5. The petitioner did not apply under the second tender at Annexure-P-2, since she was blacklisted for five years, which blacklisting was also upheld by this Court as per Annexure-P-3 judgment.

6. Obviously, the petitioner is smarting under the disqualification and the resultant blacklisting, which has resulted in the writ petition giving vent to her anger against the respondent Corporation.

7. We are of the opinion that this is not a ground for invoking the extraordinary jurisdiction under Article 226 of the Constitution of India, and the petitioner having been blacklisted, cannot raise any grievance against the award in a subsequent



tender. The petitioner has neither impleaded the parties against whom allegations are raised nor substantiated such allegations. We find absolutely no reason to entertain the writ petition, which we also deem to be misconceived.

8. The writ petition hence stands dismissed.

(K. Vinod Chandran, CJ)

(Nani Tagia, J)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	20.12.2024
Transmission Date	

