

05.01.2024
Sl. No. 25.
Suman
Ct.No.238.

WPA 27940 of 2023

Prodyut Kumar Chakravarty
Vs.
The State of West Bengal and Ors.

Mr. Ajay Debnath
Mr. Sujit Saha
Mr. Devranjan Das
..for the petitioner

Mr. Washet Ali Mondal
..for the University

Mr. Bhaskar Prasad Vaisya, AGP
Mr. Sagnik Chatterjee
..for the State

The writ petitioner was engaged by Raiganj University to provide security service by an agreement dated 20th March, 2020 for a period of two years.

The University, thereafter, floated a tender notice for engagement of security service following which, a “Letter of Intent” was issued to a different security agency. The same was challenged by the writ petitioner by filing WPA No. 1962 of 2023 (Prodyut Kumar Chakravarty –vs.- The State of West Bengal and others).

This Court by a judgment and order dated September 12, 2023 disposed of the said writ petition with the following orders.

“In that view of the matter, the tender process initiated by the university following the notice dated September 5, 2022, is set aside. Consequently, the letter of intent in favour of respondent no.7 is also set aside. The university will be at liberty to issue a fresh tender notice inviting applications from eligible bidders.”

It has been submitted by the university that in due deference to the said order, the university did not terminate the service of the petitioner till the judgment was delivered though the period of agreement expired on 31st March, 2022. Thereafter, a fresh tender was floated on 20th December, 2022. The tender has not yet been finalised.

Learned advocate for the petitioner admits that the petitioner has participated in the said tender process.

By filing the writ petition, the writ petitioner has challenged an order dated September 29, 2023 issued by the university whereby the agreement dated 20th March, 2020 was withdrawn with effect from 1st October, 2023.

I do not see any reason to interfere with the said order dated September 29, 2023. After the expiry of the term of the contract, the petitioner had no right to continue with the service for supplying security personnel to the university.

The petitioner cannot take advantage of the fact that because of the pendency of the earlier writ petition

being WPA No. 1962 of 2023, the university did not terminate the contract and extended the same for some more period. Such extensions do not confer any right to the petitioner to continue with the contract for an indefinite period.

The writ petition is devoid of any merit and, accordingly, WPA 27940 of 2023 is **dismissed**.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Kausik Chanda, J.)