



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

913 WRIT PETITION NO.1 OF 2024

Aminbhai Bhudhanbhai Shaikh,
Age 67 yrs., Occ. Business,
R/o Samarth Nagar, Ward No.6,
Shrirampur, Tq. Shrirampur,
Dist. Ahmednagar.

... Petitioner

... **Versus** ...

- 1 The State of Maharashtra
Through its Secretary,
Department of Tribal Development,
Mantralaya, Mumbai.
- 2 The Head Master,
Government Secondary and Higher Secondary
Ashram School, Aklapur,
Tq. Sangamner, Dist. Ahmednagar.
- 3 Upper Commissioner (Head Office),
Tribal Development Commissionerate,
Adivasi Vikas Bhavan, First Floor,
Gadkari Chowk, Old Agra Road,
Nashik, Dist. Nashik.
- 4 The Project Officer,
Integrated Tribal Development Program,
Rajur, Tq. Akole, Dist. Ahmednagar.
- 5 The Authorized Signatories,
National Federation of Farmer Procurement
Processing and Retailing Cooperative of India
Limited, 511, 5th Floor, Signature Business
Park, Chembur East, Mumbai.

- 6 Tushar Ajit Sapuriya,
Age 33 yrs., Occ. Nil,
R/o To be served through respondent No.5.
- 7 The Assistant Commissioner (Education),
Government Secretary and Higher Secondary
Ashram School, Alkapur,
Tq. Sangamner, Dist. Ahmednagar.

... **Respondents**

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Mr. M.K. Bhosale, Advocate for petitioner
Mr. P.S. Patil, AGP for respondent Nos.1 to 4 and 7

...

**CORAM : SMT. VIBHA KANKANWADI &
S.G. CHAPALGAONKAR, JJ.**

DATE : 24th JANUARY, 2024

ORDER :

- 1 Present petition has been filed for following reliefs.

“B) By issuing appropriate Writ, order, direction or any other appropriate order in the nature of Writ, this Hon’ble High Court may be pleased to quash and set aside the impugned work order dated 11.09.2023 by respondent No.3 and impugned termination order dated 12.12.2023 passed by respondent No.2.

C) By issuing appropriate Writ, order, direction or any other appropriate order in the nature of Writ, this Hon’ble High Court may be pleased to direct the respondent No.2 to disburse the dues of the

petitioner within stipulated period with an interest.”

2 The petitioner submits that respondent No.2 had published a notice calling tender/bids for supply of grocery material on 14.06.2023 and after the competitive bidding the quotation submitted by the petitioner was accepted. Work order was issued on 22.06.2023 to the petitioner for supplying the grocery material for educational year 2023-2024 starting from June, 2023 till May, 2024. It is stated that respondent No.2 accepted material from the petitioner till October, 2023, however, paid the bill till August, 2023. It is said, suddenly on 11.09.2023 without any intimation or notice respondent No.3 illegally issued work order to respondent No.5 without due process and without cancelling the contract of the petitioner. It is also stated that respondent No.5 is illegally engaged a sub contractor by communication dated 20.09.2023 and has also not supplied material within 15 days from 11.09.2023 and, therefore, his work order needs to be cancelled.

3 Heard learned Advocate Mr. M.K. Bhosale for the petitioner and learned AGP Mr. P.S. Patil for respondent Nos.1 to 4 and 7.

4 Perusal of work order dated 22.06.2023 would show that it was issued subject to terms and conditions. Term Nos.10 and 19 are as follows :

“10 Since the said supply order is temporary in nature, if any order is received from the government regarding the said supply, action will be taken accordingly and it will remain binding on you. The supplier cannot assert any right regarding the supply order.

19 The said order is very temporary in nature and as the E-tender is finalized and the supply order is received from the level of the Commissioner, Tribal Development, Maharashtra State Nashik, the said rate approval order will automatically be terminated. The supplier cannot claim any rights regarding the said supply order.”

Thus, it is clear from these two terms that the work order dated 22.06.2023 was temporary in nature and it could not have created any kind of right. Further, it also appears that the said order was in pursuant to the process for rate contract basis in respect of the grocery material to be supplied. Clause No.19 was very much clear that the present work order i.e. dated 22.06.2023 would come to an end upon the finalization of the E-tender issued by Commissioner, Department of Tribal Development that cancellation of the present order was said to be automatic and it was reiterated that the supplier will not get any right in view of the order. It appears that thereafter the E-tender issued by Commissioner, Department of Tribal Development came to be finalized and work order was issued on 11.09.2023. Under the said circumstance, when there was automatic cancellation of the order dated 22.06.2023, the petitioner has no right to claim continuation of the terms of the said contract.

5 The petitioner is also raising objections in respect of respondent No.5, to whom the work order appears to have been given under order dated 11.09.2023. But as regards the said fact, it is accepted by the learned Advocate for the petitioner that the petitioner has not taken part in the said tender process. Therefore, petitioner cannot raise any objection in respect of the said tender. The petition is devoid of any merit. It has to be dismissed at the threshold. Accordingly, it is dismissed.

(S.G. CHAPALGAONKAR, J.)

(SMT. VIBHA KANKANWADI, J.)

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