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W.P.No.26164 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.09.2024

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THE HONOURABLE **MR.JUSTICE M.DHANDAPANI**

W.P.No.26164 of 2024

and

WMP.Nos.28587 & 28590 of 2024

S.Amutha

...Petitioner

Vs.

1. The Director,
Directorate of Medical Education,
Kilpauk, Chennai – 600 010.
food
2. The Director/Special Officer,
Government Medical College Hospital,
Tiruppur.

...Respondents

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus to call for the records relating to the proceedings in Na.Ka.No.4917/Diet/2024-A dated 16.08.2024 on the file of the 2nd respondent herein and quash the same and consequently direct the 2nd respondent to permit the petitioner to continue the supply of perishable and non-perishable food diet articles as per the proceedings in Na.Ka.No.4917/Diet/2024-A and Na.Ka.No.4917/Diet/2024-B dated 31.07.2024 on the file of the 2nd respondent herein.



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For Petitioner : Mr.V.Illanchezian

For Respondents : Mr.E.Sundaram, GA

ORDER

This Writ petition has been filed seeking quashment of the proceedings of the 2nd respondent in Na.Ka.No.4917/Diet/2024-A dated 16.08.2024 and to consequently direct the 2nd respondent to permit the petitioner to continue the supply of perishable and non-perishable food diet articles as per the proceedings in Na.Ka.No.4917/Diet/2024-A and Na.Ka.No.4917/Diet/2024-B dated 31.07.2024.

2. Mr.E.Sundaram, learned Government Advocate takes notice on behalf of the respondents. In view of the consent expressed by the learned counsel on either side, this Writ petition is taken up for final disposal at the admission stage itself.

3. The case of the petitioner is that, the petitioner is a Government Contractor and she is supplying food articles to the Government for more



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than five years and she was awarded contract by the 2nd respondent for supply of perishable and non perishable food diet articles for a period of 01.08.2024 to 31.01.2025 and the petitioner was supplying the food articles as per the norms fixed by the Government in rotation as per the specification of diet articles in item No.10 of the annexure given along with the terms and conditions of the tender, from 01.08.2024 onwards without any default. While so, within three days of the supply, the 2nd respondent had given a table by the proceedings dated 01.08.2024 and had given a new table comprised in a new specification for 4 days from 01.08.2024 to 04.08.2024 and for 7 days from 05.08.2024 to 11.08.2024, which is against the norms prescribed by the Government. Thereby, the petitioner, vide her representation dated 02.08.2024 expressed her difficulties in supplying new vegetables. However, without considering the same, the 2nd respondent all of a sudden had stopped furnishing the intend from 03.08.2024 for supply of vegetables. Therefore, the petitioner made a representation on 05.08.2024 before the 2nd respondent requesting to issue intend enabling the petitioner to supply the food articles. On the very same day, the 2nd respondent, vide his proceedings accepted the petitioner's request and permitted the petitioner to supply the diet articles as per the proceedings dated 31.07.2024, however,



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the same was received by the petitioner only on 14.08.2024. Upon receipt of the same, the petitioner gave another representation to the 2nd respondent on the very same day, accepting to supply the articles as per the proceedings of the 2nd respondent dated 31.07.2024. While so, to the reasons best known to it, the 2nd respondent, passed the impugned order dated 16.08.2024 cancelling the contract awarded in favour of the petitioner. Challenging the same, the petitioner has come forward with the present Writ petition.

4. Learned counsel for the petitioner submitted that, immediately upon receipt of the proceedings of the 2nd respondent dated 05.08.2024, though the petitioner approached the 2nd respondent by making a representation dated 14.08.2024 stating that, the said proceedings of the 2nd respondent dated 05.08.2024 accepting the petitioner's grievance and directing her to supply diet articles as per proceedings dated 31.07.2024 was received by the petitioner only on 14.08.2024 and also expressed her readiness to supply the articles from 15.08.2024, however, without considering the same, the 2nd respondent passed the impugned order, cancelling the contract awarded in favour of the petitioner, without affording opportunity to the petitioner, which is wholly unsustainable and



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the same is a clear violation of principles of natural justice and therefore the same has to be necessarily interfered with. Accordingly, he prayed for appropriate orders.

5. Per contra, the learned Government Advocate appearing on behalf of the respondents submitted that, the terms and conditions of the contract makes it clear that, the food articles should be supplied only on the basis of the need and the same has to be delivered with quality. However, as the petitioner refused to supply the food articles as per the demand made by the 2nd respondent, despite the proceedings of the 2nd respondent accepting the petitioner's request and permitting her to supply the diet articles as per the proceedings dated 31.07.2024, the 2nd respondent cancelled the contract in favour of the petitioner, vide impugned order dated 16.08.2024 and the same cannot be said to be erroneous. Learned counsel further submitted that, subsequently, a fresh tender was called for on 20.08.2024 and thereby, nothing survives for further adjudication in this petition. Accordingly, he prayed for dismissal of this Writ petition.

6. Heard learned counsel on either side and perused the material



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documents placed on record.

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7. A perusal of the materials available on record more particularly the impugned order and the terms and conditions of the contract makes it clear that, the food articles should be supplied by the petitioner only on the basis of the need and the same has to be delivered with quality on or before 7.30 am to the Kitchen and in case of any default, the 2nd respondent is well within the power to cancel the contract. In the present case, the petitioner refused to supply the food articles as per the demand made by the 2nd respondent, which is a clear violation of terms and conditions and thereby, the 2nd respondent cancelled the contract as against the petitioner, vide impugned order dated 16.08.2024 and the said order of the 2nd respondent does not warrants any interference of this Court.

8. For the reasons aforesaid, this Writ petition stands dismissed. No costs. Consequently, the connected Miscellaneous petitions are closed.

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NCC : Yes/ No
Speaking Order : Yes/ No

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