

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12433 of 2025

1. Sanjay Kumar Singh Son of Surendra Prasad Singh, Resident of Chikani Ghat Agarwa, Post Office- Motiharu, Police Station- Town, District- East Champaran.
2. Ashok Kumar Singh, Son of Nand Kishor Singh, Resident of Mathbanwari, Post Office- Bathana, Police Station- Pipra Kothi, District- East Champaran.
3. Binod Kumar Sah, Son of Banarasi Sah, Resident of Lohar Patti, Ward No.1, Post Office- Barwat Pasrain, District- West Champaran Bettiah, Bihar- 845438.
4. Sahil Kumar Kanaujia, Son of Mannu Sah, Resident of Ward No.9, Purani Gudari Gas, Lal Chowk, Police Station- Bettiah, West Champaran Bettiah, Bihar- 845438.

... .. Petitioner/s

Versus

1. The Bihar State Food and Civil Supplies Corporation Limited through its Managing Director, BSFC, Khadya Bhawan, R. Block, Patna.
2. The Managing Director, The Bihar State Food and Civil Supplies Corporation Ltd., Khadya Bhawan, R. Block, Patna.
3. The Chief General Manager (Transporter), The Bihar State Food and Civil Supplies Corporation Ltd., Khadya Bhawan, R. Block, Patna.
4. The Deputy General Manager (Transporter), The Bihar State Food and Civil Supplies Corporation Ltd., Khadya Bhawan, R. Block, Patna.
5. The District Manager, B.S.F.C, West Champaran at Bettiah.
6. The State of Bihar, through the District Magistrate, West Champaran at Bettiah.
7. The District Magistrate, West Champaran at Bettiah.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Pratik Kumar Sinha, Adv.
For the Respondent/s	:	Mr. Standing Counsel (7)
For the State	:	Mr. Kumar Alok, Adv.
For the BSFC	:	Mr. Shailendra Kumar Singh, Adv.

CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL JUDGMENT



Date : 14-10-2025

Re:- I.A. No. 01 of 2025

For the reasons stated in the Interlocutory Application, it is allowed.

2. Registry is directed to make the necessary amendments in the prayer portion of the writ petition.

3. Heard the learned counsel for the parties.

4. This writ petition has been filed for the following relief(s):-

“a) For issuance of appropriate Writ/Writs, direction/directions or orders/order especially in the nature of mandamus, commanding the respondent no. 5, District Manager, B.S.F.C.S.C., West Champaran, Bettiah to protect and allow the petitioners, an empaneled door step delivery contractors to freely transport the food grains from State Food Corporation godown to fair price shop dealers' godown, pursuant to the execution of individual agreement dated 22/11/2024 between them and the respondent no. 5, District Manager, S.F.C., West Champaran, Bettiah for three years as the respondent no. 5, District Manager, BSFC, West Champaran has recently floated a notice inviting tender being NIT No. 639 for empanelment of four post of DSD contractors with respect to the execution of same work which the petitioners are already executing;

(b) For issuance of appropriate Writ/Writs, direction/directions or orders/order preferably a writ of mandamus directing the respondent authorities of the B.S.F.S.C., Patna to strictly adhere with the terms of the agreement



dated 22/11/2024 and consequentially allow the petitioners to execute the work in tune with it letting no other contractors to interfere with their work of transportation of food grains as that would seriously prejudice them leading to civil consequence which would violate their fundamental right of "Right to carry any occupation, trade or business" under Article 19 (1) (g) of the Constitution of India;

(c) For issuance of appropriate Writ/Writs, direction/directions or orders/order especially a writ of certiorari quashing the notice inviting tender being NIT No. 630, issued by the respondent no. 5, District Manager, B.S.F.C., West Champaran, Bettiah for empanelment of four posts of DSD contractors for transporting of food grains from SFC godown to fair price shop dealers godown on the ground that same has no jurisdiction in as much as earlier agreement entered between him and the petitioners for executing the same work is subsisting and is due to expire on 22/11/2027;

(d) For issuance of appropriate Writ/Writs, direction/directions or orders/order especially a writ of prohibition restraining the respondent authorities of the B.S.F.C., Patna in particular the respondent no. 5, District Manager, B.S.F.C., West Champaran, Bettiah from processing and finalizing the notice inviting tender being NIT No. 630 on that ground that the decision of floating such tender prima facie appears to be a product of colorable and arbitrary exercise of public power in as much as with respect to same work, right given to the petitioners pursuant to the agreement dated 22/11/2024 for three years is still subsisting;"

5. An Interlocutory Application No. 01 of 2025 has been

filed for making some amendments in the prayer portion as under:



“The present interlocutory application is being filed by petitioners for part quashing and modified the work order vide memo No. 961 dated 12.9.2025 and further pray for not interfere in earlier work order issued in favour of petitioner vide memo No. 1189 dated 26.11.24.”

6. It is the case of the petitioner that he was empanelled as a DSD (Door Step Delivery) contractors for transportation of foodgrains from State Food Corporation Godown to the fair price dealers godowns and other places. That the petitioner pursuant to the notice inviting tenders issued by the Respondent No. 5 vide NIT No. 665 dated 22.07.2024 has been selected as one of the DSD contractors and subsequently the authority have allotted godowns from where the petitioner is obligated to lift the foodgrains and distribute the same to the PDS dealers across the district of Bettiah. Learned counsel has stated that as per the allotment letter the writ petitioners herein have been allotted the following godowns:-

क्र०सं०	चयनित परिवहन, हथालन-सह-आपूर्ति अभिकर्ता (डी०एस०डी०) का नाम	आवंटित टी०पी०डी०एस० गोदाम का नाम
1	श्री साहिल कुमार कनौजिया	योगापट्टी, मधुबनी, मझौलिया, रामनगर
2	श्री विनोद कुमार साह	सिकटा, बेतिया, बैरिया, ठकराहों, नौतन
3	श्री संजय कुमार सिंह	बगहा-01, बगहा-02, लौरिया



4	श्री अशोक कुमार सिंह	गौनाहा, चनपटिया, नरकटियागंज, मैनाटांड
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7. Thereafter the authorities have again issued a fresh allotment letter no. 951 dated 12.09.2025 (Annexure-X) whereby the number of godowns earlier allotted to the petitioners have been reduced.

8. Learned senior counsel Shri. Ramakant Sharma has submitted that once the petitioner has been empanelled as a DSD contractor and an agreement entered between the parties, the authorities cannot rescind from the same and reduce the godowns which were earlier allotted to the petitioner. Learned counsel has stated that the petitioners have invested huge amounts in procuring the necessary vehicles and also manpower for transporting the foodgrains from the godowns which were allotted to them and due to the unilateral reduction of the work vide impugned order vide memo No. 961 dated 12.09.2025 (Annexure- X) the petitioners would suffer irreparable loss. Learned counsel has, therefore, prayed this Hon'ble Court to allow the present writ petition and set aside the impugned order dated 12.09.2025 (Annexure- X).

9. *Per contra*, the learned counsel appearing on behalf of the BSFC has vehemently opposed the very maintainability of the present writ petition.



10. Learned counsel for the respondents has stated that the total sanctioned posts in the Bettiah district are nine and on an earlier occasion i.e. vide NIT No. 665 dated 22.07.2024 (Annexure- P/1) five posts were advertised, out of which four persons were selected i.e. the petitioners herein and thereafter another NIT has been issued vide NIT No. 630 (Annexure- P/10) wherein four posts have been advertised out of which three persons have been selected. Learned counsel has submitted that the order dated 12.09.2025 vide memo no. 961 (Annexure- X) only shows the consolidated list of the contractors who were selected under the two NITs i.e. the NIT No. 665 and dated 22.07.2024 and NIT No. 630 dated 28.06.2025 and also the allotment of godowns. Learned counsel has submitted that the respondent authority is well within their rights to allot the work as per the volume of the work and the petitioner cannot have any vested right to contend that the authorities cannot change the number of godowns allotted to the petitioners as per the earlier allotment letter dated 26.11.2024 (Annexure- P/7). Learned counsel has drawn the attention of the Court to the agreement entered between the petitioners and the respondent- Corporation dated 22.11.2024 (Annexure- P/3) specifically to clause- XIV. Learned counsel has stated that the authority has only rationalised the work allotted to



the petitioners and other contractors who were selected/empanelled under the NIT No. 630 dated 28.06.2025. Further learned counsel for the respondents has also submitted that the petitioners have not challenged the NIT No. 630 dated 28.06.2025 whereby the advertisement for four posts were given out of which three persons have been selected. That once the authority has selected the contractors under the NIT No. 630 dated 28.06.2025, they were bound to allot the godowns as per the requirements and volume of work involved and rationalise the entire operation. Learned counsel has, therefore, prayed for dismissing the present writ petition.

11. Admittedly as seen from the pleadings as well as the material filed by both the parties, the petitioners have been empanelled as DSD contractors pursuant to the NIT No. 665 dated 22.07.2024. Further, it is also not in dispute that three other contractors have been selected under the NIT No. 630 dated 28.06.2025. It is pertinent to note that the petitioners were selected pursuant to the NIT No. 665 dated 22.07.2024 and an agreement was entered between the petitioners and the respondents vide agreement dated 22.11.2024. Thereafter the allotment of work has been given to the petitioners vide allotment letter dated 26.11.2024 (Annexure- P/7). The fact remains that there were only four



empanelled contractors at that relevant point of times and basing on the requirements of the corporations, the allotment letter dated 26.11.2024 has been issued. The contention of the petitioners that the said allotment letter cannot be meddled with or modified is without any legal basis as it is not disputed that there are total of nine sanctioned posts and subsequently the authority have also issued NIT No. 630 dated 28.06.2025 for empanelling four more contractors after which three persons were selected. Once the number of empanelled contractors is increased, the consequential action would be to rationalise the work and allot the godowns to all the seven contractors which are within the district. Further, it is to be noted that the petitioner have not challenged the NIT No. 630 dated 28.06.2025 or the empanelment of the three contractors done under the said NIT. Once the number of contractors increases, the authorities are well within their right to re-distribute the godowns between the seven empanelled contractors and in furtherance of the same, the allotment letter no. 951 of 12.09.2025 (Annexure-X) has been issued. Further, it is to be noted that as per Clause- 14 of the agreement entered between the parties which reads as under:

“XIV. Volume of Work:-

(a) Subject as here in after mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time or throughout the period of the contract. The mere mention



of any item of work in this contract does not by itself confirm a right on the contract or to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

(b) The corporation have the exclusive right to appoint one or more contractors at any time viz at the time of award of the contract and/or during the tenure of contract for any or all the service sand to divide the work as between such contract or seen any manner that the Corporation may decide and no claim shall lie against the corporation by reason of such division of work.

(c) If the contractor is required to perform any service in addition those specifically provided for in the contract, the remuneration for the same will be paid at the rates as negotiated and fixed by mutual agreement.

(d) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services shall be decided by the District Manager whose decision shall be final and binding on the contractor.

(e) The Contractor will have the right to represent in writing to the District Manager (Bettiah), that a particular service which he is being called upon to perform is not covered by any of the services specifically provided for in the contract, or is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.



***NOTE:-** Notwithstanding the numbers and storage capacity of the existing Godowns and those expected to be constructed/acquired during the contract period the description of which is given in the tender, the Corporation may, during the currency of the contract, take over/acquire/construct more Godowns for storage as and when necessary. Alternatively, it may also be necessary for the corporation to give up or release one or more Godowns out of those, which are later constructed/acquired later during the Pendency of the contract. In such an event the contract shall not be rendered void and the contractor shall not be entitled to make any claim whatsoever against the Corporation for compensation, revision of rates or otherwise due to increase/decrease in the number of Godowns or the storage capacity of the Godowns.”*

12. A reading of the above clause makes it abundantly clear that the authorities are well within their rights to re-distribute the godowns between the selected/empanelled contractors and the petitioner as a matter of right cannot contend that the earlier allotment letter dated 26.11.2024 (Annexure- P/7) cannot be modified or meddled with.

13. Having regard to the above mentioned facts and circumstances, this Court does not find any merit in the present writ petition which warrants any interference by this Hon'ble Court.



14. The writ petition is accordingly dismissed, however,
without costs.

(A. Abhishek Reddy , J)

Gauravkr/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	17.10.2025
Transmission Date	N/A

