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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 9941 OF 2025

Kendriya Bhandar and Anr.

... Petitioners

V/s.

The State of Maharashtra and Ors.

... Respondents

Mr. Rohan Surve with Ms. Harshita B.Jangid for the Petitioners
Ms. Neha S. Bhide,G.P. with Mr. O.A. Chandurkar,Addl.G.P. with Ms. G.R.
Raghuwanshi, AGP for Respondents 1 to 4

**CORAM : ALOK ARADHE, CJ. AND
SANDEEP V. MARNE, J.**

DATE : 22 JULY 2025

Oral Order (Per Chief Justice) :

1. In this Petition, the Petitioner has assailed the validity of the E-tender notice dated 30 May 2025, by which fresh tender has been issued by the Commissioner, Tribal Development Department for supply of PT shoes and socks to the students of Government Ashram School in tribal dominated pockets of Maharashtra.

2. Facts giving rise to filing of the Petition briefly stated are that the Commissioner, Tribal Development Department issued notice inviting tender on 7 February 2024 for supply of PT shoes and socks in the tribal dominated pockets of State of Maharashtra. The Petitioner responded in the aforesaid

notice inviting tender. According to the Petitioner, the tender was issued for a period of two years that is 2024-2025 and 2025-2026. The Petitioner was declared successful bidder and on 7 February 2024 a work order was issued in favour of the Petitioner by which the Petitioner was asked to supply the PT shoes and socks to the students of Ashram School in the State of Maharashtra for a period of one year only subject to performance of the Petitioner.

3. The Petitioner accepted the aforesaid order and according to it, has made supplies in the month of December 2024 to February 2025. However, on 30 May 2025, another tender notice has been issued by the Commissioner, Tribal Development Department for supply of PT shoes and socks to the students of Government Ashram School for the year 2025-2026. Hence, this Petition.

4. The learned Counsel for the Petitioner submitted that the tender was issued for a period of two years for supply of PT shoes and socks to the students of the Government Ashram School and that therefore, the Petitioner must receive work orders for two years. That therefore, the Commissioner, Tribal Development Department cannot issue another tender notice dated 30 May 2025 in respect of the period for which the tender has already been awarded in favour of the Petitioner. It is therefore submitted that impugned tender notice dated 30 May 2025 deserves to be quashed and set aside.

5. We have considered the submissions made by the learned Counsel for the Petitioner and have perused the record.

6. From perusal of the notice inviting tender dated 7 February 2024, it is evident that the same was issued for supply of PT shoes and socks to the students in the Government Ashram School for two years. However, the work order dated 7 October 2024 was issued to the Petitioner initially for only one year. The work order for second year was to be issued only in the event of satisfactory performance of the Petitioner during first year. The Petitioner accepted the said condition in the work order dated 7 October 2024 without demur. It appears that the Commissioner, Tribal Development Department noticed that there was a delay in supply of the PT shoes and socks on behalf of the Petitioner during the first year. The Petitioner accepted the work order dated 7 October 2024 and did not assail it at that point of time. The Petitioner, in compliance of the work order dated 7 October 2024 supplied the PT shoes and socks to the students of the Government Ashram School. Therefore, the Petitioner cannot turn around and now be permitted to contend that he ought to have been issued work order for supply of the items to the students for a period of two years. The work order issued in favour of the Petitioner indicates that the Petitioner was authorized to supply the items in question for a period of only one year.

Thus, the contention of the learned Counsel for the Petitioner is misconceived.

7. So far as the aspect of non-issuance of work order during second year due to non-performance during first year is concerned, there are disputed questions of fact as to whether Petitioner was indeed responsible for delay in supply or not. Such disputed questions cannot be decided in writ jurisdiction. The Petitioner will have to adopt necessary remedy in respect of his grievance, including the grievance of non-receipt of payment for supply of items already made. The Petitioner will accordingly be at liberty to invoke arbitration (if arbitration agreement exists) or to file a civil suit in that regard.

8. In the result, the Writ Petition fails and is thereby dismissed.

(SANDEEP V. MARNE, J.)

(CHIEF JUSTICE)