GAHC010171292026

2026:GAU-AS:15541

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/4369/2026

BILAT ALI
S/O- LATE KEFAT ALI, VILL.- BHOLABARI, P.O- RANIPUKHURI, P.S- KALAIGAON, DIST- UDALGURI, ASSAM

VERSUS

THE STATE OF ASSAM AND 6 ORS
REPRESENTED BY THE PRINCIPAL SECRETARY TO THE GOVT. OF ASSAM, P AND RD DEPARTMENT, ASSAM, DISPUR, GUWAHATI-06.

2:THE MARKET SETTLEMENT COMMITTEE
BTC
KOKRAJHAR
REPRESENTED BY ITS CHAIRMAN
BODOLAND SECRETRAIT COMPLEX
BODOFA NWGWR
KOKRAJHAR
P.O.- KOKRAJHAR
DIST- KOKRAJHAR
BTC
ASSAM
PIN- 783370.

3:THE CHD
MARKET AND FAIRS
BTC
KOKRAJHAR
BODOLAND SECRETRAIT COMPLEX
BODOFA NWGWR
KOKRAJHAR
P.O- KOKRAJHAR
DIST- KOKRAJHAR

BTC
ASSAM
PIN- 783370.

4:THE SECRETARY
MARKET AND FAIRS DEPARTMENT
BTC
KOKRAJHAR
BODOLAND SECRETRAIT COMPLEX
BODOFA NWGWR
KOKRAJHAR
P.O- KOKRAJHAR
DIST- KOKRAJHAR
BTC
ASSAM
PIN- 783370.

5:THE DISTRICT COMMISSIONER
UDALGURI
P.O- UDALGURI
DIST- UDALGURI
ASSAM
PIN- 784509.

6:THE BLOCK DEVELOPMENT OFFICER
KALAIGAON DEVELOPMENT BLOCK

PO- KALAIGAON
DIST- UDALGURI
ASSAM
PIN- 784525.

7:MAFIDUL ISLAM
S/O- LATE HUSSAIN ALI
VILL- BHOLABARI
PO- RANIPUKHURI
DIST- UDALGURI
ASSAM
PIN- 784525

BEFORE

HONOURABLE MR. JUSTICE DEVASHIS BARUAH

Advocate for the petitioner (s) : Mr. S. Islam, Advocate
Advocate for the respondent (s) : Mr. S. Dutta, Sc, P&RD Deptt.

Mr. B. C. Muchahary Sc, BTC
Mr. G. Bokalial, Govt. Advocate
Mr. J. A. Ahmed, Advocate

Date on which judgment is reserved : NA

Date of pronouncement of judgment : 13.10.2026

Whether the pronouncement is of the Operative part of the judgment? : Yes

Whether the full judgment has been Pronounced? : No.

JUDGMENT AND ORDER (ORAL)

Heard Mr. S. Islam, the learned counsel appearing on behalf of the Petitioner. Mr. S. Dutta, the learned counsel appears on behalf of the P&RD Department; Mr. B. C. Muchahary, the learned counsel appears on behalf of the Respondent Nos.2, 3, 4 & 6; Mr. G. Bokalial, the learned counsel appears on behalf of the Respondent No.5 and Mr. J. A. Ahmed, the learned counsel appears on behalf of the Respondent No. 7.

2. The present writ petition has been filed by the Petitioner assailing the communication dated 27.07.2026 issued by the Respondent No.3 thereby informing the Respondent No.6 the approval of the Respondent No.3 for settlement of Bherbheribil Weekly Market in favour of the Respondent No.7 as well as the subsequent communication issued by the Respondent No.6 dated

05.08.2026 thereby settling the Bherbheribil Weekly Market in favour of the Respondent No.7.

3. The brief facts which led to the filing of the present proceedings are that a Notice Inviting Tender dated 27.05.2026 was issued for settlement of various markets including a market in the name and style of Bherbheribil Weekly Market. Clause 14, 15 and 16 of the said tender being relevant are reproduced herein under:-

> "*14. The competent authority shall make settlement with the highest bidder if all the necessary documents and Government revenue are found in order. In case settlement is not made with the highest bidder, the competent authority shall record reasons in writing for their decisions. The competent authority before awarding the settlement shall make necessary enquiry keeping in mind genuineness, eligibility and seriousness of the parties. The competent authority shall also keep in mind the public interest as well as to the absurdity of the rates offered by the intending Tenderers. The tender documents itself provides the rate which shall be charged from petty vendors by the successful bidder and no one shall charge a single penny more than the prescribed rate causing burden to the poor vendors who come to sell their crops and other items in the market.*
>
> *15. The tender value is must be above the scheduled rate approved for the year 2025-26, otherwise it shall be rejected/ not considered*

as valid.

16. If the competent authority decides that the intending Tenderers have offered the rates which are unjustified, the competent authority can cancel the whole tender process and call for re-tender process."

4. It is seen that the Petitioner along with the Respondent No.7 and other bidders submitted bids for the Bherbheribil Weekly Market. The Petitioner quoted Rs.78,999/- whereas the Respondent No.7 quoted Rs.31,111/- and there was another bidder who quoted Rs.27,100/-. For no rhyme or reason, the Respondent No.3 approved the bid of the Respondent No.7 and intimated the Respondent No.6 by the communication dated 27.07.2026. Subsequent thereto, on 05.08.2026, the Respondent No.6 granted the settlement in favour of the Respondent No.7. The Petitioner being aggrieved approached this Court by filing the present writ petition on 12.08.2026.

5. This Court vide the order dated 14.08.2026 issued notice and further directed stay of the settlement. This Court also directed by the order dated 14.08.2026 that the Respondent Authorities, i.e. the Respondent Nos.2, 3, 4 and 6 shall be at liberty to run the said market with their own resources without involving the Respondent No.7.

6. The records further reveal that an affidavit-in-opposition

was filed by the Respondent Nos.2, 3, 4 and 6 on 29.09.2026. In the said affidavit-in-opposition, there is nothing mentioned as to why the Petitioner's bid was rejected and the Respondent No.7's bid was approved, and thereafter, the settlement was granted in favour of the Respondent No.7 though the Petitioner's bid was 2.5 times more than that of the Respondent No.7.

7. This Court has heard the learned counsels appearing on behalf of the parties who have made their respective submissions based upon their pleadings. Be that as it may, the Respondent No.7 has not filed an affidavit. This Court therefore finds it relevant to take note of the submission made by the learned counsel appearing on behalf of the Respondent No.7 who submitted that as the Petitioner's bid was almost three times that of the schedule rate, the settlement was granted in favour of the Respondent No.7.

8. In the previous paragraphs of the instant judgment, this Court has reproduced Clause 14, 15 and 16 of the Notice Inviting Tender. From a perusal of the above quoted Clauses, it would show that the settlement was required to be made in favour of the highest bidder. Further to that, a perusal of Clause 16 would show that if the Competent Authority decides that the intending tenders have offered rates which are unjustified, the Competent Authorities were required to cancel the whole tender process and

call for re-tender. Under such circumstances, the question of granting settlement in favour of the Respondent No.7 does not arise even assuming the ground taken by the learned counsel for the Respondent No.7.

9. Accordingly, this Court is of the opinion that the communication dated 27.07.2026 issued by the Respondent No.3 to the Respondent No.6 only in respect to Bherbheribil Weekly Market as well as the communication dated 05.08.2026 are violative of Article 14 of the Coonstitution.

10. Accordingly, the writ petition therefore stands disposed of with the following observations and directions:-

(i) The communication dated 27.07.2026 issued by the Respondent No.3 to the Respondent No.6 thereby granting approval of the Bherbheribil Weekly Market in favour of the Respondent No.7 is interfered with. For the sake of clarity, this Court clarifies that this Court is not interfering with the communication dated 27.07.2026 in respect to the other markets which were the subject matter of the said communication.

(ii) This Court also sets aside and quashes the settlement granted in favour of the Respondent No. 7 by the Respondent No.6 vide the communication dated

05.08.2026.

(iii) The Respondent Nos.2, 3, 4 and 6 are directed to again consider the bids of the bidders in respect to the Bherbheri Weekly Market, and thereupon, take a decision as to whom to grant the said settlement.

(iv) The said exercise be carried out taking into account the observations made in the instant judgment as well as also the terms of the Notice Inviting Tender. The said exercise further be completed within a period of 3 weeks from the date a certified copy of the instant judgment is served upon the Respondent No.3.

(v) No costs.

JUDGE

Pradip Kumar Kalita
Comparing Assistant

Digitally signed by Pradip Kumar Kalita
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