



**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

(Sr. No. 217)

CWP No. 17366 of 2024 (O&M)

Date of decision: 30.04.2026

Asia's Advance Development Pvt. Ltd.

.....Petitioner

Versus

State of Punjab and others

.....Respondents

**CORAM : HON'BLE MR. JUSTICE DEEPAK SIBAL
HON'BLE MS. JUSTICE LAPITA BANERJI**

Present : Mr. Priyanshu Kamra, Advocate for the petitioner.

Mr. Saurabh Kapoor, Addl. A. G., Punjab.

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DEEPAK SIBAL, J. (Oral)

(1) Through this petition, the petitioner challenges the communication dated 04.07.2024 through which Punjab Health System Corporation at Tarn Taran requested the Director, Department of Health and Family Welfare, Punjab to award the contract for providing manpower to District De-addiction, Rehabilitation and OOAT Centers in Tarn Taran to M/s Innovision Ltd. The petitioner, who, at the time of issuance of the impugned communication, was already providing manpower to the aforesaid centers, further sought issuance of a direction to the respondents to allow it to continue to supply manpower as also that the respondents be restrained from



terminating the petitioner's contract with regard to supplying of manpower without following the process required by law.

(2) In response to the notice issued by this Court, the respondents have filed a short reply bringing to this Court's notice that the impugned letter was an intra-departmental communication on the administrative side and through which only a recommendation had been made. Therefore, the petitioner had no cause to challenge such intra-departmental communication especially when through the same no conclusive decision had also been taken to the petitioner's prejudice.

(3) The respondents further submitted that the petitioner's contract with regard to supplying of manpower came to an end on 31.03.2024 and that the petitioner continued to provide services on an extension granted by the respondents only till fresh arrangements could be made and therefore, for this reason too, the petitioner had no cause to approach this Court through the instant petition.

(4) On 30.07.2025, learned State counsel had informed this Court that extension had been granted to the petitioner to provide manpower only till 30.06.2025 and that thereafter, with effect from 01.07.2025, it was M/s Punjab Ex-serviceman Corporation (for short – PESCO) which had been awarded the contract to supply manpower to District De-addiction, Rehabilitation and OOAT Centers at Tarn Taran and in this regard a specific affidavit dated 13.01.2026 was also filed. Through such affidavit, the respondents further submitted that in pursuance to the directions issued by the Managing Director, National Health Mission, Punjab, supply of manpower to the District De-addiction, Rehabilitation and OOAT Centers in Tarn Taran an



agreement dated 24.06.2025 had been entered into with PESCO which had also taken effect from 01.07.2025.

(5) Learned counsel for the petitioner did not dispute the afore facts but submitted that PESCO had been awarded the contract to supply manpower to the District De-addiction, Rehabilitation and OOAT Centers in Tarn Taran without following the procedure established by law because prior thereto no tender was floated and therefore, the agreement with PESCO was *non-est*.

(6) Learned counsel for the parties have been heard and with their able assistance the record of the case has also been perused.

(7) It remains undisputed that the petitioner's contract for supplying of manpower to the District De-addiction, Rehabilitation and OOAT Centers in Tarn Taran came to an end on 31.03.2024 and that thereafter, the petitioner continued to supply manpower only because extension was granted to it by the respondents only till the time fresh arrangements in this regard were made by the respondents. The petitioner has not challenged the conversion of its contract to a stop-gap arrangement.

(8) It is also the admitted position that after 30.06.2025, no further extension was granted to the petitioner and that w.e.f. 01.07.2025, in pursuance to an agreement dated 24.06.2025, in place of the petitioner, the contract to supply manpower stands awarded to PESCO. This fact was well within the petitioner's knowledge but in spite of the same no steps were taken by the petitioner to implead PESCO as a respondent. The aforesaid agreement dated 24.06.2025 was also not challenged.

(9) Further, what is challenged before us is an intra-departmental communication dated 04.07.2024 through which only a request had been



made to award the contract in the petitioner's place to M/s Innovision Limited. Through this letter no conclusive decision was taken which would be prejudicial to the petitioner's interest. Therefore, the aforesaid letter provides no cause for the petitioner to challenge the same through filing of the present petition especially when M/s Innovision Ltd. has also not replaced the petitioner as the manpower supplier.

(10) In the light of the above discussion, the relief prayed for by the petitioner, cannot be granted.

(11) Dismissed.

(12) Pending miscellaneous application(s), if any, also stand disposed of.

(DEEPAK SIBAL)
JUDGE

30.04.2026
sunil yadav

(LAPITA BANERJI)
JUDGE

Whether speaking/reasoned : Yes / No

Whether reportable : Yes / No