

GAHC010022702026



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

Case No. : WP(C)/622/2026

M/S RANJIT KAUSHIK
PINAKI PATH, ZOO ROAD TINIALI, GUWAHATI-03.
REP. BY ITS PROPRIETOR RANJIT KAUSHIK, AGED ABOUT 52 YEARS,
S/O- LATE DHIREN SAVAPANDIT,
R/O- H.NO-10, PINAKI PATH, ZOO ROAD TINIALI, GUWAHATI-03, ASSAM

VERSUS

THE STATE OF ASSAM AND ORS
REPRESENTED BY THE COMMISSIONER AND SECRETARY TO THE
GOVERNMENT OF ASSAM, MRDICAL EDUCATION AND RESEARCH
DEPARTMENT, ASSAM, DISPUR, GUWAHATI-781006.

2:THE DIRECTOR OF MEDICAL EDUCATIONB

ASSAM
SIXMILE
KHANAPARA
GUWAHATI781022.

3:PRINCIPAL CUM CHIEF SUPERINTENDENT
JORHAT MEDICAL COLLEGE AND HOSPITAL
JORHAT
ASSAM
PIN-785001

4:M/S AARAV ENTERPRISE
JORHAT ASSAM
PIN-785001
REP. BY ITS PROPRIETOR RUPAM DAS
R/O- DIGAMBARCHUK
WARD NO-1

NAKARI ROAD
JORHAT
ASSAM
PIN-78500

Advocate for the Petitioner : MS. P P DAS, MS P SARMA,MR. T J MAHANTA

Advocate for the Respondent : SC, HEALTH,

BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY

ORDER

Date : 11.02.2026

Heard Mr. T.J. Mahanta, learned Senior Counsel assisted by Mr. P. Dutta, learned counsel for the petitioner and Mr. D.P. Borah, learned Standing Counsel, Health & Family Welfare Department for the respondent nos. 1, 2 & 3.

2. Pursuant to a tender process initiated by a IFB dated 19.09.2024 through two-bid system, the petitioner having emerged as the successful bidder, was awarded a contract for 'Outsourcing of Hostel Mess Diet Catering along with Cafeteria Service at Jorhat Medical College & Hospital [JMCH]' [Annexure-6] on 09.12.2024. According to the petitioner, the tender process was initiated for extending catering services to [i] one Boys' Hostel [main], [ii] one Girls' Hostel, [iii] another Boys' Hostel at Circular Building, Administrative Block along with [iv] Cafeteria Service. It is the case of the petitioner that despite being awarded the contract of catering services for all the four places [hostels and cafeteria], the respondent authorities did not hand over the Boys' Hostel Mess [iii] to the petitioner to offer catering services. In that connection, the petitioner submitted a representation before the respondent no. 3. But the respondent no. 3 did not give any consideration to the said representation. The petitioner represented

again on 06.12.2025. The period of contract was from 01.01.2025 to 31.12.2025. Before the expiry of the contract period, the respondent no. 3 allowed the petitioner to continue the catering service at the three permitted places by an Extension Notice dated 26.12.2025 till finalization of the new tender process. By a tender Notice floated in the GeM on 01.01.2026, bids were invited for item category – ‘Canteen Service – Best Price on Fixed Menu Rate Model – Vegetarian, Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks; Inside Building Premises] exclusive for employees/patients/in house personnel]’ for a period of two years. Subsequently, a Corrigendum was issued to include the hostel mess service at the Boys’ Hostel, Circular Building, Administrative Block [iii] and cafeteria service [iv] at the JMCH. According to the petitioner, the Tender Notice dated 01.01.2026 was not made available in the portal. Similar is the case in respect of the Corrigendum. The petitioner has canvassed that by the Corrigendum, the Cafeteria Service [iv] has also been brought within the purview of the Tender process initiated on 01.01.2026. The petitioner has contended that as on date, the tender process initiated on 01.01.2026 has not been finalized and the petitioner is still running the Cafeteria Service at the JMCH. When the petitioner was extending catering service on extension, the respondent no. 3 had suddenly on 02.02.2026 cancelled the Extension Notice in so far as the Girls’ Hostel Mess [ii] service is concerned. The petitioner has alleged that the cancellation of the Extension Notice in respect of the Girls’ Hostel Mess [iii] service is without any prior opportunity and hence, arbitrary. The cancellation is at the instance of the respondent no. 4, who has already been allowed unauthorisedly to operate the catering service in the Boys’ Hostel Mess [i].

3. Mr. Borah, learned Standing Counsel, Health & Family Welfare Department appearing for the respondent nos. 1 – 3 has submitted that the petitioner's contract period was from 01.01.2025 to 31.12.2025. During the contract period, the petitioner was operating the Catering Service at the afore-stated three places. However, during the contract period, a nos. of complaints were received from the boarders of the Girls' Hostel Mess [ii]. Subsequently on 22.01.2026, another complaint was received from more than 150 nos. of boarders of the Girls' Hostel Mess [ii] complaining about the poor quality of catering service extended by the petitioner. It was in such scenario, the Extension Notice in respect of the Girls' Hostel Mess [ii] has been cancelled on 02.02.2026. He has fairly submitted that as the new tender process initiated on 01.01.2026 has not been finalized till date, the petitioner has been allowed to extend catering service in the Cafeteria [iv] and in the Boys' Hostel Mess at the Circular Building, Administrative Block [iii] and no decision has been taken, as on date, to cancel the catering services at the said two places. Mr. Borah has submitted that during the contract period, the complaints received from the Girls' Hostel boarder were duly brought to the notice of the petitioner. Though the complaint dated 22.01.2026 could not be brought to the notice of the petitioner but considering the fact that the catering service include diet right from Breakfast to Dinner, the decision to cancel the catering service had to be taken as the complaint is regarding poor quality of catering service.

4. Mr. Mahanta, learned Senior Counsel for the petitioner has alleged that in respect of the Boys' Hostel Mess [i], the respondent authorities have illegally allowed the respondent no. 4 to extend catering service therein though he was not a tenderer in any tender process. Mr. Mahanta has further contended that

by cancellation of the catering service for Girls' Hostel Mess [ii], the respondent authorities are intending to hand over the said catering service to the respondent no. 4.

5. Issue notice, returnable on 20.03.2026.

6. As Mr. Borah, learned Standing Counsel, Health & Family Welfare Department has appeared and accepted notice on behalf of the respondent nos. 1, 2 & 3, issuance of formal notice to the said respondents is dispensed with. However, extra copies of the writ petition along with annexures are to be furnished to Mr. Borah within 3 [three] working days from today.

7. The petitioner shall take steps for service of notice upon the respondent no. 4 by speed post within 3 [three] working days from today.

8. The petitioner's contract period of catering service was up to 31.12.2025. On 26.12.2025, the petitioner was allowed to extend catering services at the three places where he was already operating. Though the petitioner was not put on notice before the Order of Cancellation dated 02.02.2026 by bringing to his notice the complaint dated 22.01.2026, the fact that more than 150 boarders of the girls' hostel had complained about the poor quality of food cannot be ignored as the catering services include the diets right from Breakfast to Dinner.

9. In the above view of the matter, this Court is not inclined to pass any interim order in respect of the Order of Cancellation dated 02.02.2026. However, as the petitioner has stated that he is still running the catering service at the

Boys' Hostel at the Circular Building, Administrative Block [iii] and the Cafeteria [iv], the respondent authorities shall not take any coercive action against the petitioner in so far as the said two places are concerned till the returnable date as the tender process initiated by the Tender Notice dated 01.01.2026 has not been finalized till date.

10. The respondent authorities shall bring their stand on record by filing counter affidavit on or before the returnable date.

JUDGE

Comparing Assistant