

GAHC010214532025



undefined

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

Case No. : I.A.(Civil)/3144/2025

SRI RANJIT BARUAH
SON OF LATE PURENDRA NATH BARUAH, PROPRIETOR OF MS RANJIT
BARUAH, NATUN TEKELA GAON, AT ROAD, MOHANAGHAT, DIBRUGARH
786006

VERSUS

MS INDIRA ENTERPRISE
PITHAKHAWA P.O. PITHAKHOWA DISTRICT- SONITPUR, ASSAM PIN-
784153, REPRESENTED BY SRI DIGANTA KUMAR NATH

2:SRI DIGANTA KUMAR NATH
PROPREITOR
M/S INDIRA ENTERPRISE
SON OF LATE NANDARAM NATH
RESIDENT OF VILLAGE- BIHAGURI
TEZPUR
DISTRICT- SONITPUR
ASSAM PIN-784153

3:THE STATE OF ASSAM
REPRESENTED BY ITS COMMISSIONER AND SECRETARY TO THE GOVT.
OF ASSAM HEALTH AND FAMILY WELFARE DEPARTMENT
DISPUR GUWAHATI- 781006

4:THE DIRECTOR OF MEDICAL EDUCATION
SIXMILE
ASSAM

5:THE PRINCIPAL CUM CHIEF SUPERINTENDENT
NAGA ON MEDICAL COLLEGE AND HOSPITAL
LAOKHOWA ROAD MOHKHULI CHARIALI
DIPHALU NAGAON
ASSAM
PIN- 783002

6:THE SUPERINTENDENT
NAGAON MEDICAL COLLEGE AND HOSPITAL
LAOKHOWA ROAD MOHKHULI CHARIALI
DIPHALU NAGAON
ASSAM
PIN- 78300

Advocate for the Petitioner : MR. C TALUKDAR, A GAUTAM,MR. S K DEKA,MR. S SARMA,MR. J DEKA,ARUNABH SARMA

Advocate for the Respondent : SC, HEALTH,

BEFORE
HONOURABLE MR. JUSTICE KAUSHIK GOSWAMI

ORDER

26.09.2025

Heard Mr. S Sarma, learned Senior counsel assisted by Mr. S K Deka, learned counsel for the applicant/respondent No. 5. Also heard Mr. A K Baruah, learned counsel for the writ petitioner No. 1/opposite party as well as Mr. D P Borah, learned Standing counsel, Health Department.

2. This matter upon being taken for final disposal yesterday, i.e., 25.09.2025, the following order was passed –

“2. By way of this interlocutory application, the applicant/respondent

No. 5 is seeking vacation of the order dated 04.04.2025 passed by this court in WP(C)/5479/2024. The order dated 04.04.2025 reads as under:

“ORDER

Date: 04.04.2025

Heard Mr. A.K. Baruah, learned counsel for the petitioners. Mr. D.P. Bora, learned standing counsel, Health Department, submits that the contract agreement entered with the petitioners on 3rd April, 2023 was for a period of 2 (two) years w.e.f. 23.02.2023. In terms of the said contract agreement, the period of contract to the petitioners with regard to supply of dietary articles to the in-patients of Nagaon Medical College & Hospital, Nagaon, expired on 22.02.2025 and therefore, the petitioners have no right to continue with supply of the dietary articles to the in-patient in the said hospital beyond 23.02.2025.

This Court has also perused the Order dated 28.10.2024, wherein the status-quo order was passed after taking into consideration that the petitioners' agreement would only expire on 22.02.2025. Today, there is no valid agreement with the petitioners for the supply of dietary articles in the said hospital inasmuch as the agreement dated 3rd April, 2023 has expired on 22.02.2025. In that view of the matter, the Status-quo Order passed on 28.10.2024 is vacated.

The authorities of the Nagaon Medical College & Hospital, Nagaon are permitted to make alternative arrangements for supply of dietary articles to the in-patients in the said hospital. However, this Court makes it clear that the respondents shall not finalize the NIT dated 18.11.2023 till the next returnable date.

In the meantime, await service report on the respondent No. 5.

List this matter after 3 (three) weeks.”

3. *It appears that this court upon the premise that the respondents have not finalized the subject NIT dated 08.11.2023 on that date while vacating status-quo order dated 28.10.2024, permitted the authority of the Nagaon Medical College & Hospital, Nagaon to make*

alternative arrangements for supply of dietary articles to the in-patients of the said hospital. It was further clarified that the respondents shall not finalize the said NIT dated 08.11.2023 till the next returnable date.

4. *The present interlocutory application is filed by the respondent No.5/applicant to modify the said order dated 04.04.2025 to the extent that the respondents were permitted to make alternative arrangements for supply of dietary articles to the in-patients in the said hospital and not to finalize the NIT dated 18.11.2023 till the next returnable date is concerned. It appears from the documents enclosed to the interlocutory application that the subject NIT was already finalized before the date of passing the aforesaid order, i.e., 04.04.2025. It appears that on 21.10.2024 the Principal-cum-Chief Superintendent, Nagaon Medical College & Hospital, Nagaon issued the work order to the applicant/respondent No. 5 for starting dietary services for patients of Nagaon Medical College & Hospital, Nagaon. It further appears that thereafter the applicant/respondent No. 5 submitted the requisite documents by letter dated 23.10.2024 before the Principal-cum-Chief Superintendent, Nagaon Medical College & Hospital, Nagaon with duly signed original agreement in the appropriate format and also deposited the requisite security deposit. It further appears that pursuant to the aforesaid, an agreement was executed on 01.11.2024 between the Principal-cum-Chief Superintendent, Nagaon Medical College & Hospital, Nagaon, and the applicant/respondent No. 5.*

5. *A perusal of the aforesaid document makes it abundantly clear that the respondent has already finalized the said NIT dated 08.11.2023 with the applicant/respondent No. 5 prior to the passing of the order dated 04.04.2025.*

6. *Mr. A.K. Baruah, learned counsel appearing for the writ petitioner No.1/opposite party seeks 1 (one) week's time to file objection to the interlocutory application. It appears that the copy of the interlocutory application was served upon Mr. Baruah, learned counsel, on 17.09.2025. However, considering the aforesaid request he is accommodated till tomorrow to file objection, if so advised. In view of the public interest involved vis-à-vis the interest of the private parties, it is made clear that in the event objection as prayed for is not filed by the next date of listing the application shall be proceeded in accordance with law.*

7. *Let Mr. D. Bora, learned Standing Counsel, Health also obtain specific instruction as regards the finalization of the subject NIT dated 08.11.2023 and place the same positively by the next date of listing."*

3. Pursuant to the aforesaid opportunity given, the original writ petitioner/opposite party filed an affidavit-in-opposition today, i.e., 26.09.2025, relevant paragraphs of the said affidavit-in-opposition read as under –

"3. That at the outset, the opposite parties no.1 and 2/writ petitioners humbly beg to state that for the reasons best known to the applicant, he has chosen not to place the actual facts in its correct perspective. As such, the opposite parties no.1 and 2/ writ petitioners humbly beg to place it on record the actual facts in its correct perspective in a chronological order as under:

(i) In the year 2023, the Nagaon Medical College and Hospital, Nagaon was established. On the basis of the good track record so enjoyed by the opposite party no 1/ petitioner no. 1 firm in various government hospitals, on 16.02.2023, the opposite party no.6/ respondent no. 4 wrote a letter to the opposite party no 1/ petitioner no.1 firm requesting them to provide dietary services to the indoor patients admitted in the wards of Nagaon Medical College and Hospital, Nagaon. Moreover, on 21.02.2023, another letter was written to the opposite party no.1/petitioner no. 1 firm requesting them to provide dietary services to the admitted patients in various wards of Nagaon Medical College and Hospital, Nagaon.

(ii) Pursuant thereto, on 03.04.2023, an agreement was executed by the opposite party no.1/petitioner no. 1 firm and the opposite party no.6/respondent no. 4 for outsourcing of dietary service in Nagaon Medical College and Hospital.

(iii) For ready reference and convenience of this Hon'ble Court, the most relevant portion of the aforesaid agreement is reproduced herein below as under

"NOW THIS DEED OF AGREEMENT WITNESSETH.

1 The allotment of contract to run the Diet section for supply of diet to the inpatients of the hospital for the period of 2 years with effect from 23/02/2023 in the form of outsourcing & is to be subject to fulfillment of terms & condition diet quality."

(iv) A bare perusal of the above makes it abundantly clear that the opposite

party no.1/ petitioner no. 1 had a subsisting contract with the authorities for a period of 2 years w.e.f 23.02.2023. Pursuant to the execution of the aforesaid agreement dated 03.04.2023, the petitioners invested in Nagaon and set up a working unit on the basis of the unequivocal promise made by the authorities to the petitioners that the agreement would be in force for a period of 2 (two) years w.e.f. 23.02.2023. It is only on the basis of the aforementioned circumstances that the petitioners had invested in setting up a working unit in Nagaon.

(v) In addition to the above, on 27.07.2023, opposite party no.5/the respondent no. 3 wrote a letter to opposite party no.1/ the petitioner no. 1 firm inter-alia requesting them to provide tea and snacks services for the staff of the office of the Principal-cum-Superintendent Nagaon , Medical College and Hospital, Nagaon at a very nominal rate on no profit-no loss basis.

(vi) On 08.11.2023, a Notice Inviting Tender (NIT) was issued inviting bids for "Healthcare Kitchen and Dietary Service" The same was published in government approved portal.

(vii) After coming across the said NIT and on being interested and eligible in all respects, the opposite parties no.1 and 2/ the petitioners downloaded the tender document. Be it categorically stated herein at this stage that, the opposite parties no.1 and 2/ the petitioners had participated in the aforesaid tender process under the belief that the said work shall commence after the existing lease is over as per the agreement dated 03.04.2023.

(viii) After the evaluation of the tender process, a comparative statement was prepared wherein it was found that the rate quoted by applicant/ the private respondent no. 5 was an abysmally low rate of Rs.2,61,77,760/- (Rupees Two Crores Sixty One Lacs Seventy Seven Thousand Sixty Only). It is the specific case of the petitioners that applicant/ the private respondent no. 5 had indulged in predatory pricing with the sole intention of somehow grabbing the work contract. It is also the specific case of the petitioners that the bid amount quoted by applicant/ the private respondent no. 5 is so low and unrealistic that at such rate, quality and/or nutritious food cannot be supplied by them to the patients.

(ix) A bare perusal of the aforesaid facts and circumstances clearly demonstrates that the bid of the applicant/ the private respondent no. 5 was rejected for being unrealistic. As such, the opposite parties no.1 and 2/ the petitioners were under the legitimate expectation that since the bid of the applicant was not found to be acceptable, the work order(s) ought to have been awarded to the next eligible bidder (L-2) i.e. the opposite parties no.1 and 2/ the petitioners.

(x) On 27.03.2024, the applicant/ the private respondent no.5 filed a writ petition before this Hon'ble Court which was registered and numbered as W P. (C) No.1878 of 2024 Be it categorically stated herein at this stage that the

opposite parties no.1 and 2/ the petitioners were not even made party to the said writ proceedings.

(xi) On 08.04 2024, this Hon'ble Court in the aforesaid writ petition was pleased to issue notice to the respondents. The Hon'ble Court had also provided that the pendency of the writ petition shall not be a bar for the Committee constituted by the Principal cum Superintendent, Nagaon Medical College and Hospital to take an appropriate decision but the same shall not be finalised without the leave of the Court.

(xii) On 14.08.2024, the applicant had filed an interlocutory application before this Hon'ble Court in W. P.(C) No. 1878 of 2024. The said interlocutory application was registered and numbered as I.A.(C) No. 2612 of 2024. On 11.09.2024 and 18.09.2024, the aforesaid interlocutory application came up for consideration before this Hon'ble Court and on both the occasions, the stand of the learned counsel for the Health and Family Welfare Department was that at the rate quoted by the applicant/ the private respondent no. 5, nutritious and/ or quality food cannot be supplied to the patients.

(xiii) It is the specific case of the opposite parties no.1 and 2/ the petitioners that pursuant to the initiation of the aforesaid legal proceedings, some closed door negotiations took place between the authorities and the applicant/ the private respondent no. 5 and the standard of the quality of food was relaxed. This fact has remained undisputed in the connected writ proceeding.

(xiv) On 20.09.2024, the Principal-cum-Chief Superintendent, Nagaon Medical College & Hospital, Nagaon wrote a letter to the applicant/the private respondent no. 5 inter-alia stating that on the basis of the private negotiations, a decision was undertaken by the authorities to award the work order to the applicant/ the private respondent no. 5.

(xv) After the award of the contract to the applicant/the private respondent no. 5, the aforesaid writ petition i.e. W.P.(C) No. 1878 of 2024 as well as the connected interlocutory application i.e. I.A.(C) No. 2612 of 2024 were closed.

(xvi) At no point of time, the opposite parties no.1 and 2/the petitioners were intimated by the authorities about the aforesaid private negotiations that took place between the applicant/the private respondent no. 5 and the authorities. Moreover, the petitioners were also not made party to the writ proceeding in W.P.(C) No. 1878 of 2024 as well as the connected interlocutory application i.e. I.A. (C) No. 2612 of 2024. Even the letter dated 20.09 2024 was not communicated to the opposite parties no.1 and 2/ the petitioners. Infact, the entire decision making process took place behind the back of the opposite parties no.1 and 2/the petitioners.

(xvii) It is the specific case of the opposite parties no.1 and 2/petitioners that the entire manner of awarding the work to the applicant/ the private respondent no. 5 on the basis of negotiations curtailing the rights of the opposite parties

no.1 and 2/petitioners is *ex-facie* illegal and therefore, the same is liable to be interfered with. The same offends the basic tenets of equality enshrined under Article 14 of the Constitution of India. The same is also contrary to the law laid down by the Hon'ble Apex Court in the case of *Ramana Dayaram Shetty Vs. International Airport Authority of India and Ors*, reported in (1979) 3 SCC 489.

(xviii) Being aggrieved, the opposite parties no.1 and 2 / writ petitioners were compelled to approach this Hon'ble Court by way of writ petition i.e. W.P. (C) No.5479 of 2024. On 28.10.2024, this Hon'ble Court being *prima facie* satisfied was pleased to direct the parties to maintain status-quo.

(xix) That on 29 10.2024, the opposite party no.5 i.e. Principal-cum-Chief Superintendent, Nagaon Medical College and Hospital, Nagaon wrote to the applicant inter-alia intimating him the aforesaid Order dated 28.10.2024 so passed in W.P. (C) No.5479 of 2024 by way of which this Hon'ble Court had granted status-quo in the matter.

(xx) That despite the clear Order of this Hon'ble Court, on 01.11.2024, a surreptitious agreement was executed between the applicant as well the opposite party no.5. It is the specific case of the opposite parties no.1 and 2/ writ petitioners that such conduct of the applicant as well as the opposite party no.5 amounts to wilful disobedience to the Order dated 28.10.2024 so passed by this Hon'ble Court in the connected writ petition. This fact came to knowledge of the opposite parties no.1 and 2 when the present interlocutory application was served upon the opposite parties no.1 and 2 on 17 09 2025. Moreover, the bare perusal of the agreement dated 01.11.2024 leaves room for no doubt that the signature of the applicant in the said agreement was back dated. The manipulations are apparent on the face of the records.

xxi) That on 04.04.2025, this Hon'ble Court in the connected writ petition i.e W.P.(C) No. 5479 of 2024 after taking note to the fact that the subsisting agreement dated 03.04 2023 between the opposite parties no.1 and 2 and the opposite party no.5 having expired on 22.02.2025, the prior status-quo Order dated 28.10.2024 was vacated. However, this Hon'ble Court made it clear that the respondents shall not finalize the NIT dated 08.11.2023 till the next date.

(xxii) That in view of the indisputable facts so narrated herein above, the interlocutory application is liable to be dismissed in the following grounds:

(a) Firstly, this Hon'ble Court on 28.10.2024, being *prima facie* satisfied was pleased to direct the parties to maintain status quo. Immediately on the next day i.e. 29.10.2024, the aforesaid status quo order was communicated between the applicant and the opposite party no.5 vide letter dated 29.10.2024. Despite such, the authorities and the applicant surreptitiously entered into an agreement dated 01.11.2024. The malice is apparent on the face of the records.

(b) Secondly, the price bid quoted by the applicant/ the private respondent no. 5 was admittedly found to be so low and unrealistic that at such rate, no quality

and/or nutritious food can be supplied. The said stand of the department is discernible from the Orders dated 11.09.2024 and 18.09.2024 so passed in I.A. (C) No. 2612 of 2024 in W.P.(C) No. 1878 of 2024.

(c) Lastly but not leastly, it was only on the basis of certain private negotiations that the applicant/ the private respondent no. 5 was sought to be awarded the work in question. If at all the authorities wanted to award the work contract through private negotiation, the authorities ought to have provided an opportunity of hearing to the opposite parties no.1 and 2/ writ petitioner as well. The violations of the principles of natural justice are apparent.

PARAWISE REPLY.

4. That with regard to the statements made in paragraph 1 of the interlocutory application under reply, the answering opposite parties no. 1 and 2 humbly begs to state that they have no comments to offer.

5. That with regard to the statements made in paragraph 2 of the interlocutory application under reply, the answering opposite parties no.1 and 2 humbly beg to state that the Order dated 28.10.2024 so passed by this Hon'ble Court in W.P(C) No.5479 of 2024 directing the authorities to maintain status quo was within the knowledge of the applicant of the applicant as far back as on 29.10.2024 (page 74 of the interlocutory application under reply). However, the applicant chose to filed the instant interlocutory application under reply as late as on 17.09.2025 i.e. almost after 1 (one) year, by twisting the original facts narrated in the connected writ petition.

6. That with regard to the statements made in paragraph 3 of the interlocutory application under reply, the answering opposite parties no.1 and 2 humbly beg to state that the same are nothing but an incorrect projection of facts. It is pertinent to place on record that on 28.10.2024 in the connected writ petition 1.e. W P.(C) No.5479 of 2024, this Hon'ble Court had passed an interim order directing the parties to maintain status quo. On 29.10.2024, the aforesaid order was communicated by the opposite party no.6 to applicant. Despite such, the applicant had not made any attempt to bring his stand in the connected writ petition 1.e. W.P.(C) No.5479 of 2024 (M/s Indira Enterprise and Anr. Vs. The State of Assam and 4 Ors.) as on date.

7. That with regard to the statements made in paragraph 4 of the interlocutory application under reply, the answering opposite parties no.1 and 2 humbly beg to state that they have no comments to offer.

8. That with regard to the statements made in paragraphs 5, 6, 7, 8 and 9 of the interlocutory application under reply, the opposite parties no.1 and 2 humbly beg to state that they have no comments to offer However, the opposite parties no 1 and 2 do not admit anything which is contrary and/or inconsistent

with the records.

9. That with regard to the statements made in paragraph 10 of the interlocutory application under reply, the answering opposite parties no. 1 and 2 humbly beg to state that the same are incorrect, baseless, and completely misconceived. As such, the same are categorically denied.

10. That with regard to the statements made in paragraphs 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of the interlocutory application under reply, the answering opposite parties no. 1 and 2 humbly beg to state that they have no comments to offer. However, the opposite parties no.1 and 2 do not admit anything which is contrary and/or inconsistent with the records.

11. That with regard to the statements made in paragraph 21 of the interlocutory application under reply, the answering opposite parties no. 1 and 2 humbly beg to state that the applicant had received the notice of the connected writ petition as far as back on 29.10.2024. However, as on date, the applicant has not entered appearance in the connected writ petition, perhaps, to avoid a consideration on merits.

12. That with regard to the statements made in paragraph 22 of the interlocutory application under reply, the answering opposite parties no. 1 and 2 humbly beg to state that the same are incorrect, baseless and completely misconceived. As such, the same are received the notice of the connected writ petition as far as back on 29.10.2024, he has deliberately chosen to watch the writ proceeding as a stranger and have now filed the instant interlocutory application by projecting wrong facts.

13. That with regard to the statements made in paragraphs 23, 24, 25, 26, 27, 28 and 29 of the interlocutory application under reply, the answering opposite parties no. 1 and 2 humbly beg to state that the same are incorrect, baseless, and completely misconceived. As such, the same are categorically denied.

As has been established in the preceding paragraphs, although the Order dated 28.10.2024 so passed in connected writ petition i.e. W.P.(C) No.5479 of 2024 was communicated to the applicant on the next day itself i.e. on 29.10.2024, the applicant has not chosen to disclose clear facts before this Hon'ble Court at the earliest opportunities. Instead, the applicant have all throughout refrained from participating in the connected writ petition and have now chosen to file the instant interlocutory application on the basis of twisted facts. On this count alone, the present interlocutory application is liable to be dismissed.

14. That without prejudice the statements and averments made herein above, the opposite parties no. 1 and 2 humbly beg to state that this Hon'ble Court in a similar writ petition had granted relief therein.”

4. Mr. S Sarma, learned Senior counsel for the applicant submits that it is evident from the documents enclosed in the Interlocutory Application, particularly, Annexure-17, that the original agreement was signed on 21.10.2024 and the same along with the security deposit was submitted in terms of the letter of the respondent Health dated 04.10.2024. He further submits that it is established from the aforesaid material on record that the subject NIT was finalized much before the passing of the order dated 04.04.2025.

5. Per contra, Mr. A K Baruah, learned counsel for the writ petitioner, after taking the Court elaborately through the documents enclosed in the affidavit-in-opposition filed in the instant interlocutory application today, i.e., 26.09.2025, submits that the applicant as well as the respondent Health knowing fully well that this Court by order dated 04.04.2025 has stayed the finalization of the subject NIT, the agreement in the tender process was signed on 01.11.2024 pursuant to the aforesaid order of this Court, in total violation of the same. He further submits that since the price quoted by the applicant/respondent No. 5 is too low and the respondents having doubted as regards whether the applicant/respondent No. 5 can supply the dietary service for the patients of the Medical College & Hospital concerned, the appointment of respondent No. 5 for supplying the dietary service is totally against public interest.

6. Mr. D P Borah, learned Standing counsel, Health, in reply to the aforesaid argument of Mr. A K Baruah, learned counsel for the writ petitioner by referring to the work order dated 21.10.2024 enclosed as Annexure-16 to the I.A. in favour of the applicant/respondent No. 5, submits that it is clear from the aforesaid work order that the applicant was requested to start the dietary service for the patients of Nagaon Medical College & Hospital from 01.11.2024.

7. Having heard the learned counsel for the parties and considering the materials

available on record, it appears that both the petitioner as well as the applicant/respondent No. 5 participated in the subject tender for supply of dietary articles pursuant to the NIT dated 08.11.2023, wherein after evaluation, the applicant/respondent No. 5 was declared as L-1. It further appears that despite the petitioner having been declared as L-1 in the subject tender process, since the final work order was not issued to him, the applicant/respondent No. 5 has approached this Court by filing I.A. (Civil) 2612/2024 in WP(C) No.1878/2024 seeking stay of communication dated 18.07.2024 whereby the writ petitioner/ opposite party has been asked to continue to supply the dietary articles. It further appears that upon being informed by the learned Standing counsel for the Health Department that the work order is not issued to the applicant for the reason that the rate quoted by the applicant is too low and at that rate nutritious food cannot be supplied and that the respondent authorities are interested in having a negotiation with the successful bidder so far relating to the price which the learned counsel appearing for the applicant having agreed, this Court by order dated 18.09.2024 in the aforesaid Interlocutory Application provided the parties to sit over the matter for such negotiation at 2:00 Pm on 20.09.2024 and settle the issue. Relevant portion of the said order read as under –

“ At this stage, Mr. Borah, learned Standing counsel for the Health Department submits that the work order is not issued to the petitioner for the reason that the rate quoted by the petitioner is too low and at that rate nutritious food cannot be supplied.

Mr. Borah has obtained instructions to the effect that the authorities are interested in having a negotiation with the successful bidder so far relating to the price inasmuch as according to the authorities, the price quoted by the petitioner may result in supply of poor quality of dietary articles.

At this stage Mr. Sarma learned senior counsel submits that the petitioner is having no objection for any negotiation as he is admittedly the successful bidder.

Mr. Borah on instruction further submits that the petitioner may visit the office

chamber of the respondent No.4 for such negotiation at 2 PM on 20.09.2024.

In view of the aforesaid, this court restrains from passing any further order and accordingly provides that the parties may sit over the matter as proposed at 2 PM on 20.09.2024 and settle the issue.”

8. It appears that thereafter the applicant on 20.09.2024 appeared in person before the respondent No. 5 as per the aforesaid direction of this Court and accordingly, the negotiation was done, after which the respondent No. 5 by order dated 20.09.2024 decided to award the subject work to the applicant for supplying dietary articles for patients for one year w.e.f. from a date once the guidance as regards the starting of the tenure of the contract and extension of the original bank guarantee is cleared. It appears that thereafter on 04.10.2024 the respondent No. 5 requested the applicant to submit bank guarantee and agreement copy on or before 31.10.2024 for the subject work. It further appears that thereafter by order dated 21.10.2024, the respondent No. 5 issued the work order to the applicant for starting the dietary service in connection with the subject tender. Relevant portion of the said work order read as under –

*“NagaonMC/05/2023-24/11787
21/10/2024*

Date

*From: Principal cum chief Superintendent
Nagaon Medical College & Hospital, Nagaon*

To

*Ranjit Baruah
M/s Ranjit Baruah
Natun Tekela Gaon
PO: Mohanaghat
Dist: Dibrugarh 786008*

*Sub: Work Order for starting Dietary Services for Patients of Nagaon Medical College,
Nagaon, Assam*

Sir

In relation to the tender no. GEM/2023/8/4158657 dated 08.11.2023 and being the

L.1 bidder for the stated tender and subsequent Court Order No. WP(C) No. 1878 of 2024 dated 03/ 10/ 2024 you are requested to start the dietary services for patients of Nagaon Medical College from 1st of November 2024. You are requested to submit the signed contract in stamp paper for the same along with the security deposit

Thanking you,

*Dr. Mihir Kumar Goswami
Principal Cum Chief Superintendent
Nagaon Medical College & Hospital, Nagaon”*

9. Reading of the aforesaid work order it is apparent that the aforesaid work order was issued on 21.10.2024, i.e., much prior to the passing of the interim order, i.e., 04.04.2025 after negotiating with the applicant/respondent No. 5 as per the order of this Court dated 18.09.2024 passed in I.A. (Civil) 2612/2024, whereafter the applicant was directed to start the dietary service for the patients of Nagaon Medical College & Hospital in connection with the subject tender work from 01.11.2024. It further appears that thereafter on 23.10.2024, the petitioner submitted the signed copy of the agreement which was executed on 21.10.2024, as evident from Annexure-18 enclosed to the instant I.A.

10. It is thus clear from the above that the aforesaid facts were not placed before this Court on 04.04.2025, for which this Court directed the authority of the Nagaon Medical College & Hospital, Nagaon to make alternative arrangement for supply of dietary articles for the patients in the said hospital and further clarified that the respondents shall not finalize the NIT dated 18.11.2023 till the next returnable date. Since it is established that the NIT was already finalized by issuance of final work order to the applicant prior to 04.04.2025, the aforesaid interim order to the extent that the respondents were permitted to make alternative arrangement for supply of dietary articles to the patients in the said Hospital and not to finalize the NIT dated 18.11.2023 till the next returnable date, which being extended till today,

further extension of the same is not justified.

11. Accordingly, the interim order passed earlier on 04.04.2025 in WP(C) No. 5479/2024 to the extent only that the respondents were permitted to make alternative arrangement for supply of dietary articles to the patients in the said Hospital and not to finalize the NIT dated 18.11.2023 till the next returnable date, is not extended.

12. With the above observations, this Interlocutory Application, stands disposed of.

JUDGE

Comparing Assistant