



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.8220 of 2026

Lalmohan Parida

....

Petitioner

Ms. Sweta Senapati, Advocate

-versus-

State of Odisha and others

....

Opposite Parties

Mr. Sanjay Rath, Additional Government Advocate

CORAM:

HON'BLE THE CHIEF JUSTICE

AND

HON'BLE MR JUSTICE MURAHARI SRI RAMAN

ORDER

25.03.2026

Order No.

01.

1. The petitioner, who is an existing supplier, has filed the instant writ petition challenging the floating of a fresh tender for supply of buffalo meat; firstly, on the ground that during the subsistence of a contract, the fresh tender cannot be floated by the authorities and secondly, the contract postulates supply of a specified quantity of buffalo meat and since the supply has not been completed, no fresh tender can be floated.

2. Indubitably, the petitioner emerged as the successful bidder of the earlier tender floated by the authorities for supply of 3,28,681.300 kilograms of buffalo meat at a specified contractual rate per kilogram. The agreement was subsequently executed postulating that the supply would be effected as and when the demand is raised by the authorities and till date, the total quantity of



1,33,836.2 kilograms of buffalo meat has been supplied by the petitioner to the fullest satisfaction of the authorities, as no objection nor any letter was ever issued on the quality and/or the quantity of the said meat.

3. The agreement was entered into on 26th March, 2025 having one year tenure within which the supply is to be effected. Clause-04 of the said agreement clearly stipulates that the petitioner shall supply the said buffalo meat as and when required for the purpose of feeding the zoo animals and the birds at Nandankanan Zoological Park and, in the event, any extra meat which may be necessary, should also be supplied at the same rate as approved by the Forest, Environment and Climate Change, Government of Odisha, Bhubaneswar.

4. A clause, though not incorporated separately, but can be taken as an exception and/or a disclaimer to the effect that in the event for any day or days, the less quantity of the meat is required, the contractor shall not raise any objection nor claim any compensation but continue to supply the requisite quantity of meat as may be intended for by the Range Officer.

5. Since the quantity mentioned at the time of floating the tender and also in the agreement is subject to the need and/or the



necessity in relation to quantity, it defies the stand of the petitioner that so long as the specified quantity is supplied by the contractor, the said contract would remain alive.

6. Though the tender was floated indicating specified quantity of buffalo meat to be supplied but subject to the actual requirement and, therefore, does not create any vested right into the petitioner to have the contract subsisting until the said specified quantity is exhausted.

7. So far as the other plea that the tender cannot be floated during the subsistence of an agreement is concerned, we find that the said tender was floated in advance so that after the expiry of the period enshrined in the said agreement, the contractor who would emerge successful shall be entrusted with the said contract in order to ensure an uninterrupted and seamless supply of meat being the source of existence for those animals.

8. Mr. Sanjay Rath, learned Additional Government Advocate appearing for the State-opposite parties submits that the authorities have neither cancelled nor terminated the contract, but floated the said tender so that upon expiration of the period enshrined in the said agreement, the contractor who would emerge successful would continue supply of the food to the zoo animals.



9. Once the agreement contains a time period and expires by efflux of time, we do not find any legality in the stand of the existing agreement holder that no tender can be floated during the subsistence of the said agreement. The contention would have been appreciated in the event, the contract is terminated prematurely, but it does not appear from the stand of the State that they have encroached upon any contractual right vested upon the petitioner in this regard. If the agreement has a limited life, the moment such period expires, it does not confer any right on the parties in relation to the said agreement to continue thereunder unless mutually agreed upon by them.

10. We, thus, do not find that there is any invasion of the contractual right of the petitioner by floating a fresh tender which would operate only after the expiration of the period of the contract and, therefore, do not find such stand to be legally sustainable.

11. The instant writ petition is, thus, dismissed. No order as to costs.

(Harish Tandon)
Chief Justice

(M.S. Raman)
Judge