

IN THE GAUHATI HIGH COURT

(THE HIGH COURT OF ASSAM: NAGALAND: MIZORAM & ARUNACHAL PRADESH)

ITANAGAR PERMANENT BENCH (NAHARLAGUN)

WP(C) 223(AP) of 2015

M/s K.K.K.K Enterprises represented by its authorized representative Shri Gakop Romin, S/o Tago Romin, C/o M/s K.K.K.K Enterprises, Gumin Nagar, P.S/P.S. Aalo, West Siang District, Aalo, Arunachal Pradesh.

.....Petitioner.

– VERSUS –

1. The Government of Arunachal Pradesh, represented by the Chief Secretary, Govt. of Arunachal Pradesh, Itanagar.
2. The Secretary, Department of Education, Govt. of Arunachal Pradesh, Itanagar.
3. The Director of School Education, Department of Education, Govt. of Arunachal Pradesh, Itanagar.
4. The Director of Elementary Education, Department of Education, Govt. of Arunachal Pradesh, Itanagar.
5. The State Project Director, SSA, Rajya Mission, Govt. of Arunachal Pradesh, Itanagar.
6. The Deputy Commissioner, West Siang District, Aalo, Arunachal Pradesh.
7. The Deputy Director of School Education, West Siang District, Aalo, Arunachal Pradesh.
8. M/s T. R. Enterprises represented by its proprietor Shri Toi Romin, resident of Liromoba, West Siang District, Arunachal Pradesh.

..... Respondents.

Advocate for the Petitioners: Mr. M. Kato

Mr. B. Sora

Mr. J. Kamduk

Mr. R. Karbi

Advocate for the Respondents: Mr. T. Jamoh, Standing counsel, Education Dept.

Mr. K. Saxena

Mr. Y. Riram

Mr. H. K. Jamoh

::: BEFORE :::

HON'BLE MR. JUSTICE NANI TAGIA

JUDGMENT AND ORDER (Oral)

Date of Hearing & Judgment : 27.08.2019

Heard Mr. M. Kato, learned counsel for the petitioner.

None appears for the respondents on call.

2. This writ petition has been filed by the petitioner challenging the impugned order dated 26.03.2015 issued by the Deputy Commissioner, West Siang District, Aalo vide No.WS/EDN/MDM/BPR/2015-16, by which order, the respondent No.8 was selected as Mid Day Meal Carriage Contractor or Mid Day Meal Foodgrain wholesale nominee for 2(two) years with effect from April' 2015 to March' 2017. Although, the impugned Board Proceeding is dated 26.03.2015, yet, strangely, in the said Minutes of Board Proceeding dated 26.03.2015, it has further been reflected that the Deed of Agreement (MOU) was signed on 31.03.2015 between the Deputy Commissioner/Deputy Director of School Education/BEO-cum-Coordinator(MDM) and the newly selected carriage contractor with the security deposit of Rs.7.5 Lakhs in the form of Treasury Challan in favour of Government Head Account No.HA-0070. On 26.03.2015, when the Minutes of the Board proceeding were being recorded as reflected in the impugned

order dated 26.03.2015 issued by the Deputy Commissioner, West Siang District, Aalo, 31.03.2015 was still five days away, for which, the writ petitioner has also put to challenge the impugned Deed of Agreement (MOU) dated 31.03.2015 signed between the Government of Arunachal Pradesh, represented by the Deputy Director of School Education, West Siang District, Aalo and the respondent No. 8, herein (annexed as Annexure-9) to the writ petition.

3. From the impugned order dated 26.03.2019 issued by the Deputy Commissioner, West Siang District, Aalo, it is evident that the respondent No.8 was selected as Mid Day Meal Carriage Contractor for 2(two) years with effect from April' 2015 to March' 2017. The period of selection of the respondent No.8 having expired in the month of March' 2017, therefore, nothing survives in the present writ petition to be adjudicated any further.

4. However, Mr. M. Kato, learned counsel for the petitioner submits that on the strength of the impugned order dated 26.03.2015 issued by the Deputy Commissioner, West Siang District, Aalo as well as the Deed of Agreement (MOU) dated 31.03.2015 entered into between the Government of Arunachal Pradesh, represented by the Deputy Director of Secondary Education, West Siang District, Aalo and the respondent No.8, the respondent No.8 is still continuing with the carriage contract of mid day meal. The selection of respondent No.8 as mid day meal carriage contractor by the impugned order dated 26.03.2015 being only for the period upto March' 2017, the respondent No.8 could not have been allowed to continue with the carriage contract for mid day meal on the strength of the impugned order dated 20.03.2015 beyond March' 2017.

5. If the submissions of Mr. Kato, learned counsel for the petitioner is correct that the respondent No.8 is still continuing with the carriage contract for mid day meal on the strength of the impugned order dated 26.03.2015 issued by the Deputy Commissioner, West Siang District, Aalo, the respondent authorities shall not allow the respondent No.8 to continue with the carriage contract for mid day meal on the basis of the impugned order dated 26.03.2019 issued by the Deputy Commissioner, West Siang District,

Aalo vide No.WS/EDN/MDM/BPR/2015-16 and the Deed of Agreement dated 31.03.2015 entered into between the Govt. of Arunachal Pradesh, represented by the Deputy Director of Secondary Education, West Siang District, Aalo and the respondent No.8, herein.

The writ petition is **disposed of** in terms above.

JUDGE

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