

(2025) 11 OHC CK 1883

In the Orissa High Court

Case No : Writ Petition (C) No. 16211, 19637 Of 2025

Maa Santoshi Women's S.H.G.,Puri

APPELLANT

Vs

State Of Odisha & Others

RESPONDENT

Date of Decision : 11-11-2025

Acts Referred:

Citation : (2025) 11 OHC CK 1883

Hon'ble Judges : Sashikanta Mishra, J

Bench : Single Bench

Advocate : K.P.Mishra, A. Mishra, S.S.Routray, S.K.Dalai

Final Decision : Disposed Of

Judgement

Sashikanta Mishra,J

1. Common facts and questions of law are involved in both these Writ Petitions for which both were heard together and are being disposed of by this common judgment.

Facts

2. Both the Petitioners are Women's Self Help Groups (WSHGs) functioning in the district of Puri. By order dated 06.6.2012 of the District Social Welfare Officer (DSWO), Puri both WSHGs along with another WSHG were selected to prepare wheat-based Ready To Eat (RTE) food (Chhatua) as per Government Guidelines to be provided to the eligible beneficiaries as Take Home Ration (THR) for a period of three months in respect of Kanas Block. While Maa Chandi WSHG (Petitioner in W.P.(C) No.16211/2025) was entrusted with the work in 21 Gram Panchayats, Maa Santoshi WSHG (Petitioner in W.P.(C) No.19637/2025) was engaged in respect of 7 Gram Panchayats under Kanas Block. Since then, both WSHGs have been functioning satisfactorily as per Government parameters. On 19.10.2010, the DSWO, Puri disengaged Maa Santoshi WSHG purportedly basing on the enquiry report of District Level Squad under the Chairmanship of A.D.M.,

Puri and the A.W.Cs. in which Maa Santoshi WSHG was involved, were tagged with Maa Chandi WSHG to avoid interruption in THR distribution. Being aggrieved, Maa Santoshi WSHG approached this Court in W.P.(C) No.29969/2020. By order dated 06.1.2023, this Court quashed the order of disengagement and directed the DSWO to conduct an inquiry by granting opportunity of hearing to the WSHG. In terms of such order, a District Level Committee was formed under the Chairmanship of Collector. The committee visited the premises and conducted inquiry and thereafter submitted report on 27.6.2023 absolving Maa Santoshi WSHG from all defects detected by the District Legal Squad on 6.10.2010. The committee further recommended that the WSHG be given a chance under close watch on preparation and delivery of THR. Basing on the report, the Collector vide letter dtd.26.10.2023 requested the Director ICDS and S.W., Orissa to allow the re-engagement of Maa Santoshi WSHG for preparation of THR in Kanas ICDS Project. Since no action was taken, the Petitioner again approached this Court in W.P.(C) No.10976/2024. By order dated 14.5.2024, a coordinate Bench of this Court directed the Director to act in terms of the Joint Inquiry Report and the communication made by the Collector within a stipulated period, if there is no legal impediment. By order dtd.04.12.2024, the Director taking note of the fact that alternative arrangement had been made by entering into contract with Maa Chandi WSHG, the case of Maa Santoshi WSHG may be considered once such contract period is over. By order dated 06.6.2025, the DSWO re-engaged Maa Santoshi WSHG for the work in respect of 7 numbers of Gram Panchayats of Kanas Block and such fact was also intimated to Maa Chandi WSHG by the CDPO, Kanas vide letter dated 10.6.2025. However, vide letter dtd.9.7.2025, the DSWO directed the CDPO not to allow Maa Santoshi WSHG as a stay order had been passed on 6.6.2025 by this Court in W.P.(C) No.16211/2025, filed by Maa Chandi WSHG.

Rival Contentions

3. It is contended on behalf of Maa Santoshi WSHG that Maa Chandi WSHG has no locus standi to challenge the re-engagement order passed in its favour, which was in compliance of the direction of this Court in W.P.(C) No.29969/2020 and W.P.(C) No.10976/2024. Maa Chandi WSHG never challenged the orders passed by this Court in the aforementioned Writ Petition. That apart, out of 28 Gram Panchayats, Maa Santoshi WSHG was allotted with 7 Gram Panchayats which were diverted to Maa Chandi WSHG because of its disengagement. Therefore, Maa Chandi WSHG can never claim any prejudice because the original fact situation as existing on 19.10.2020 has only been directed to be restored.

4. On the other hand, it is submitted on behalf of Maa Chandi WSHG that the order of the DSWO issued on 06.6.2025 in re-engaging Maa Santoshi WSHG with retrospective effect, 5 years after its disengagement is in gross violation of the principles of natural justice and the relevant guidelines. Whatever may have been the reason, Maa Chandi WSHG having fulfilled the required eligibility criteria has been engaged for preparation and supply of THR since 2012 for the entire

Kanas Block by entering into the contract which was renewed from time to time. As regards the diversion of 7 Gram Panchayats to it after disengagement of Maa Santoshi WSHG, the same was done also by executing the contract. The contract is presently valid till 31.12.2025 and therefore, as per the order passed by the Director, Maa Santoshi WSHG could not have been re-engaged. Furthermore, Maa Santoshi WSHG does not possess a valid food license which makes it ineligible for re-engagement.

5. On the above facts, Maa Santoshi WSHG has filed the Writ Petition seeking the following relief;

"It is therefore, prayed that this Hon'ble Court may graciously be pleased to admit this Writ petition, issue notice to the Opp. Parties and after hearing be pleased to;

(i) Quash the order dtd.9.7.2025 under Annexure-10 passed by the District Social Welfare Officer, Puri and all other consequential orders pursuant to same;

(ii) Direct the Opp. Party No.2 to restore the re-engagement of the petitioner pursuant to order dt.6.6.2025 under Annexure-8;

And pass such other Order(s), Direction(s) Writ(s) as deem fit and proper in the facts and circumstances of the case."

Maa Chandi WSHG has filed the Writ Petition seeking the following relief;

"It is therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

(i) Quash and set aside the impugned order dated 6.6.2025 (Annexure-1) issued by the Collector, Puri giving re-engagement to Opp.Party No.7 in respect of the Take-Home Ration (THR) supply under SNP @ MSPY for Kanas Block;

(ii) Declare that the Petitioner is entitled to continue the preparation and supply of THR under the valid subsisting contract up to 30.6.2025 and any further decision affecting such right must be made only after proper notice, hearing and evaluation in accordance with law;

(iii) Issue a writ of mandamus or any other appropriate writ/direction commanding opposite party authorities to restrain from interfering with the ongoing THR supply operations of the petitioner till expiry of the current contract period;

(iv) Pass such other orders(s)/directions(s) as may be deemed fit and proper in the interest of justice and equity."

6. Heard Mr. K.P.Mishra, learned Senior counsel with Mr. A. Mishra for Maa Santoshi WSHG, Mr. S.K.Dalai, learned counsel for Maa Chandi WSHG and Mr. S.S.Routray, learned Addl. Standing Counsel for the State.

7. Learned Senior counsel Mr. Mishra, would argue that his client has been

fighting litigation unnecessarily for the last five years because of inaction of the authorities. He submits that that WSHG was disengaged without following the principle of natural justice for which this Court set aside the same and directed the authorities to conduct a fresh inquiry.

Such inquiry was conducted by a team of five Senior Officers of the District. The Inquiry Team found that the WSHG had sorted out all the defects pointed out in the earlier report. Therefore, the Collector rightly recommended re-engagement. Since no action was taken the Petitioner having approached this Court, direction was again issued to the Director to act in terms of the report and the recommendation of the Collector. Though the Director passed a conditional order to re-engage the Petitioner after expiry of the contract period with Maa Chandi WSHG, the Petitioner is yet to be re-engaged. Mr. Mishra further submits that Maa Chandi WSHG having been allotted with as many as 21 Gram Panchayats cannot claim prejudice in any manner as the Petitioner has been directed to be engaged in only 7 Gram Panchayats.

8. Mr. Dalai, on the other hand, submits that Maa Santoshi WSHG was disengaged because certain fundamental defects were noticed in its functioning by the District Level Squad. The order passed by this Court in W.P.(C) No.10976/2024 was a conditional order inasmuch as it was clearly stated that the Director shall act upon recommendation of the Collector, if there is no other legal impediment. Since the contract with Maa Chandi WSHG is subsisting, the same cannot be stopped all on a sudden to re-engage Maa Santoshi WSHG. Mr. Dalai further submits that even otherwise, Maa Santoshi WSHG is not eligible since it does not possess a valid and up-to-date food license which was the major defect pointed out by the Inquiry Team earlier.

Analysis and findings

9. From the sequence of facts narrated before, the following factual position emerges:

(i) Both the WSHGs were selected and engaged for preparation and distribution of THR for different Gram Panchayats in Kanas Block since 2012.

(ii) Both WSHGs continued to be engaged by executing contracts which were renewed from time to time.

(iii) On 19.10.2020, Maa Santoshi WSHG was disengaged basing on the report of District Level Squad and the Gram Panchayats dealt with by it were allotted to Maa Chandi WSHG.

(iv) The said order of disengagement was set aside by this Court being found to be contrary to the principle of natural justice.

(v) In the joint inquiry conducted pursuant to the order of this Court, Maa Santoshi WSHG was found to have sorted out/rectified all defects/shortfalls detected earlier for which the Inquiry Team recommended its re-engagement by

observing all the formalities and Government guidelines.

(vi) The Collector, instead of acting upon the report of the joint inquiry team thought it fit to request permission from the Director for re-engagement. This is where the problem appears to have begun inasmuch as it is not known as to why permission of the Director was required.

(vii) Be that as it may, the matter having come before this Court again, the Director was directed to act in terms of the inquiry report as also the communication of the Collector, 'if there is no other legal impediment'. No such legal impediment has been demonstrated by the Opp.Parties including Maa Chandi WSHG. The only legal impediment projected is the subsisting contract with Maa Chandi WSHG which, as already stated, was in respect of 7 Gram Panchayats allotted to it consequent upon disengagement of Maa Santoshi WSHG. Therefore, the Director held that the case of Maa Santoshi WSHG would be considered once the contract period with Maa Chandi WSHG is over. It is stated at the bar that the contract has since been extended upto 31.12.2025.

10. At this stage, two things are considered by this Court. Firstly, whether Maa Chandi WSHG has any vested right for being engaged in the work relating to the 7 Gram Panchayats in question and secondly, whether the claim that Maa Santoshi WSHG is ineligible for re-engagement has any legal or factual basis.

11. As to the first question, from the facts narrated, it is evident that originally by order dtd.06.6.2012, Maa Santoshi WSHG was allotted 7 Gram Panchayats while Maa Chandi WSHG, 21 Gram Panchayats out of 28 Gram Panchayats of Kanas Block. The work in respect of 7 Gram Panchayats allotted to Maa Santoshi WSHG was diverted to Maa Chandi WSHG by order dtd.19.10.2020 only because Maa Santoshi WSHG was disengaged, reason being, to ensure non-interruption of THR distribution work. So, it was not a positive award of contract to Maa Chandi WSHG in respect of 7 Gram Panchayats, but a sort of interim/adhoc arrangement to meet the exigency arising in the interregnum. Since the reason for disengagement of Maa Santoshi WSHG no longer existed as found by the Joint Inquiry Team, this Court directed the Director to act upon the inquiry report and the recommendation made by the Collector. The expression 'if there is no legal impediment' cannot be stretched so far as to deny the fruits of the order passed in favour of Maa Santoshi WSHG particularly, in the absence of anything being placed before this Court to justify the inaction.

12. The expression 'if there is no other legal impediment' in the order dtd.14.5.2024 passed in W.P.(C) No.10976/2024 has been interpreted with reference to the order of stay dtd.13.6.2025 passed in W.P.(C) No.16211/2025. So, as between 14.5.2024 and 13.6.2025 there was no order of stay. Such being the case, the DSWO rightly issued the order dtd.06.6.2025 allotting Maa Santoshi WSHG with the work in question in respect of 7 Gram Panchayats. But such order, for reasons unknown, was not acted upon till it was stayed on 13.6.2025. The whole issue appears to have been dealt with in a lackadaisical

manner by the concerned authorities on which, this Court does not wish to pass any comment.

However, fact remaining that the allotment of the 7 Gram Panchayats, notwithstanding its interim character was also by way of a contract. Further, such contract subsists till the end of December, 2025. To such extent therefore, the order of the Director that the case of Maa Santoshi WSHG would be considered after expiry of the contract with Maa Chandi WSHG cannot be faulted with. The right, if any, of Maa Chandi WSHG to continue in the work can only be limited to the period of the contract and not beyond that under any circumstances. This Court holds accordingly.

13. As regards the so-called ineligibility of Maa Santoshi WSHG for want of food license, this Court can only observe that as rightly observed by the Joint Inquiry Team in its report, the engagement (or re-engagement) of Maa Santoshi WSHG can only be in terms of the Government guidelines and formalities. It is not disputed that possessing a food license is a sine qua non for being awarded with the work in question. It is nevertheless claimed that by Maa Santoshi WSHG that it does have a food license valid till 2026.

Conclusion

14. Thus, from a conspectus of the analysis of facts, contentions and the discussion made, this Court holds that Maa Santoshi WSHG should be re-engaged in the work by following all formalities and subject to requirements as per the revised guidelines of the Government but only after expiry of the subsisting contract with Maa Chandi WSHG on 31.12.2025.

15. The Writ Petitions are disposed of accordingly. All the interim orders passed earlier stand automatically vacated.