
(2025) 12 GAU CK 1721
In the Gauhati High Court
Case No : WPC Of 7327 Of 2025

Universal Transport Agency	Vs	APPELLANT
State Of Assam		RESPONDENT

Date of Decision : 19-12-2025

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2025) 12 GAU CK 1721

Hon'ble Judges : Devashis Baruah, J

Bench : Single Bench

Advocate : M. Nath, D. J. Kapil, K. Gogoi, J. Chutia

Final Decision : Disposed Of

Judgement

Devashis Baruah, J

1. Heard Mr. M. Nath, the learned Senior Counsel assisted by Mr. D. J. Kapil, the learned counsel appearing on behalf of the petitioner. Mr. K. Gogoi, the learned Additional Senior Government Advocate appears on behalf of the respondent Nos.1 & 2 and Mr. J. Chutia, the learned Standing Counsel of the Karbi Anglong Autonomous Council (KAAC) appears on behalf of the respondent Nos.4 to 5.

2. The petitioner herein is aggrieved by the rejection of its technical bid in the Minutes of the Meeting held on 25.08.2025 as well as the granting of the contract to the private respondents.

3. The brief facts of the instant case are that the petitioner was awarded a contract for transportation of rice under NFSA, 2013 within the Karbi Anglong Autonomous Council area for the financial year 2019-2020 for Tier 1 and Tier 2. The petitioner continued to render its services against the said contract at the rates which were fixed. The Respondent Authorities being satisfied granted extension to the petitioner from time to time. It is the further case of the petitioner that in the year 2025, it became unfeasible and unviable for the petitioner to continue the contract of handling and transportation work of NFSA

food grains in view of the rates, and as such, submitted a representation to the Principal Secretary, Karbi Anglong Autonomous Council stating that the petitioner would not like the contract extended beyond 31.03.2024 (the learned Senior Counsel for the petitioner submitted that it should have been 31.03.2025). Be that as it may, the Respondent Authorities extended the said contract and from the materials on record, and more particularly, the communication dated 15.10.2025 issued by the Secretary, FPD & CA, Karbi Anglong Autonomous Council, it is seen that the petitioner's contract was extended upto December, 2025.

4. In the backdrop of the above, it is now relevant to take note of that a notice inviting E-tender was issued on 01.07.2025 for carrying/loading/unloading of allotted Food-grains, i.e. Rice under NFSA-2013 in 2(Two) Tier System: Tier-I (from FCI Godown to LAMPS/WCCS Godown) and Tier-II (from LAMPS/WCCS Godown to FPS Dealer/Agent/) for Transportation and delivery up-to F.P Shop Level. The Notice Inviting Tender was for the period from 2025 to 2026. The said Notice Inviting Tender contained various Clauses. Relevant to take note of Clause 4 of the Terms and Conditions of the Bid as the same has relevance for the purpose of disposal of the instant writ petition. The said Clause 4 relates to disqualification conditions for tender and the same is reproduced herein under:-

"4. Disqualification Conditions for tender :-

(I) Bidders who are blacklisted or debarred by any Central/State Govt. or Govt. Agency are not eligible to file the tender.

(II) If the proprietor/any of the partners of the firm/any of the Director of the company have been, at any time, convicted by a court of any offence and sentenced to imprisonment for a period of 3 years or more, such bidder will not be eligible.

(III) Any bidders whose contract with the Food Corporation of India or any department Public Sector Undertaking, has been terminated before the expiry of the contract period, at any point of time during last five years will not be eligible.

(IV) Information in litigation history in which the bidder is involved."

5. The petitioner being interested in the said contract participated along with various other bidders. To the surprise, the petitioner came to learn that the petitioner's technical bid was rejected solely on the ground that petitioner had submitted a mid-term resignation for carrying contractor for the financial year 2024-25. This decision was taken in the Minutes of the Meeting dated 25.08.2025 which is being assailed in the instant proceedings.

6. The petitioner, on coming to learn, submitted a representation on 18.09.2025 before the Secretary, Department of Food and Civil Supplies and Consumer Affairs, Karbi Anglong Autonomous Council wherein it was mentioned that the petitioner had left the work mid-term cannot be a valid ground in as much as the tender in question was initially awarded for the financial year 2019-20, and

subsequently, it was extended from time to time and it was in fact extended till September, 2025. The said representation, however, was not considered. On the other hand, on 15.10.2025, there was a further extension being granted to the petitioner to handle and supply the food grains up to December, 2025.

7. It is the case of the petitioner that the petitioner was expecting that the Respondent Authorities shall duly take note of the representation and thereupon remedy its mistake for rejection of the petitioner's technical bid. However, the petitioner came to learn that in the month of November, 2025, an order had been passed whereby the contract had been awarded to various bidders. It is under such circumstances, the petitioner has approached this Court by filing the present writ petition on 16.12.2025.

8. This Court has also heard Mr. J. Chutia, the learned Standing Counsel of the Karbi Anglong Autonomous Council. Mr. J. Chutia, the learned Standing Counsel submitted that this is a contract pertaining to handling and transportation of food grains. The fact that the petitioner submitted before the Respondent Authorities that the petitioner was not going able to further continue with the contract beyond 31.03.2025 is admitted. The reason being that the said contract was not financially viable. The learned Counsel Standing counsel further submitted that the instant writ petition has not been filed bonafide in as much as the petitioner knew the reasons of rejection of its technical bid in the month of September, 2025 as submitted by the learned Senior Counsel for the petitioner, but then also the petitioner has not challenged the same before this Court. The learned Standing Counsel further submitted that on one hand, the petitioner had admitted that it was not financially viable at the rate of Rs.84/- per metric tonne, but the petitioner now have approached this Court challenging that the petitioner should have been granted the contract when now the rate is Rs.45/- which would be more financially not viable for the petitioner. The learned Standing Counsel submitted that taking into account that the petitioner is currently carrying out the contract for handling and transportation on extension basis, any delay by passing of interim directions would aid the petitioner for getting a further extension.

9. This Court has heard the learned counsels appearing on behalf of the parties and perused the materials on record.

10. Clause 4 of the Terms and Conditions of the notice inviting tender dated 01.07.2025 has already been reproduced in the foregoing segment of the instant judgment. The various grounds for disqualification are either the bidder is blacklisted or debarred; or the proprietor or any partner of the firm or any director of the company had been convicted by a court of an offence and sentenced to imprisonment for a period of three years or more; or when a bidder whose contract with the FCI or any department, public sector undertaking has been terminated before the expiry of the contract period at any point of time during the last five years, or information in litigation history in which the bidder is involved.

11. In the backdrop of the above, this Court duly takes note of the materials on record. It is seen that the petitioner was awarded the contract for transportation of rice under NFSA within Karbi Anglong Autonomous area for the financial year 2019-20 for Tier-I and -II vide an order dated 27.09.2019. The said contract thereafter at a request of the petitioner was extended from time to time. There is nothing on record that the petitioner's contract was at any point of time cancelled/terminated. In fact, the materials on record show that up till December, 2025, the petitioner has been permitted to carry on that contract. Therefore, the rejection of the petitioner's technical bid for the reasons cited in the impugned Minutes of the Meeting dated 25.08.2025 do not appear to be in accordance with the Terms and Conditions of the Notice Inviting Tender. Further to that, it is also seen that even till date the petitioner is still providing the services on the basis of the extended contract.

12. Be that as it may, it is also very pertinent to take note of that a perusal of the order dated 27.09.2019 which is at Annexure-3 to the writ petition, categorically mentions the area where the petitioner is required to carry out the handling and transportation of the rice under the NFSA and also stipulates the rates per quintal which the petitioner would be entitled to against such work. From a perusal of the statement enclosed to the order dated 27.09.2019, it is seen that the rates which were granted to the petitioner ranged between Rs.79/- to Rs.85/-. The petitioner has duly admitted in his communication dated 08.02.2025 that it is not viable and feasible for the petitioner to continue to supply at the rate at which the petitioner was granted the contract vide the order dated 27.09.2019. This aspect is also seen and apparent from the representation submitted by the petitioner on 18.09.2025 wherein it is mentioned by the petitioner that the petitioner submitted the request for withdrawal citing financial non-viability.

13. This Court duly takes note of that although the technical rejection of the petitioner was not proper, but the rates at which the contract had been awarded to the respondent Nos. 6 to 8 are much below the rate at which the petitioner was granted the contract on 27.09.2019 which the petitioner had claimed that the rates were not financially viable to carry out the contract.

14. Now the question therefore arises that under such circumstances should this Court exercise the powers under Article 226 of the Constitution. This Court is of the opinion that this is not a fit case for exercise of powers under Article 226 of the Constitution, the reasons being:-

(i) The petitioner knew very well that its technical bid was rejected on 25.08.2025 or at best some days prior to the representation dated 18.09.2025. The petitioner waited all this while and has approached this Court by filing the writ petition on 16.12.2025. In the opinion of this Court, the conduct on the part of the petitioner not to approach this Court immediately disentitles the petitioner to any equitable relief under Article 226 of the Constitution.

(ii) It is the very case of the petitioner that the petitioner's contract was never terminated or cancelled, but the petitioner wanted that there should not be any extension beyond 31.03.2025. The reason being that it was not financially viable for the petitioner to continue with the said contract. The rates at which the petitioner was continuing with the contract and was granted the extension ranged between Rs. 79/- to Rs.85/- depending upon the distance. The rate at which now the contract is being awarded is much lower. Under such circumstances, it is the opinion of this Court that this is not a fit case for exercise of jurisdiction in as much as the petitioner was unwilling to supply even at the rate much higher than what is presently being granted to the respondent Nos.6, 7 & 8.

15. Considering the above, this Court therefore disposes of the instant petition with the following observations and directions:-

(i) The rejection of the petitioner's technical bid by the impugned Minutes of the Meeting dated 25.08.2025 was not in accordance with the Terms and Conditions of the Notice Inviting Tender.

(ii) This Court however would not like to interfere with the tender process or the grant of the contract to the private respondents for the reasons already discussed above.

(iii) The petition accordingly stands dismissed with the above observations.