

## The High Court Of Madhya Pradesh

WP-23295-2018

*(BHADWAMATA SWA SAHAYATA SANUGH THR. JYOTI KARAN KUMAR Vs THE STATE OF MADHYA PRADESH)*

3

Indore, Dated : 06-12-2018

Ms. Kiran Pal, counsel for the petitioner.

Shri Abhivav Malhotra, GA for the respondent / State.

The petitioner has filed the present writ petition being aggrieved by the order dated 06/09/2018, by which, the Block Resources Co-ordinator, Janpad Shiksha Kendra, Manasa has informed the CEO, Jila Panchayat, Neemuch that the contract with the petitioner in respect of supply of mid-day-meal has been cancelled and Balaji Swasahayata Samuh has been given the contract on 01/09/2018.

The petitioner was given the contract of mid-day-meal by virtue of agreement dated 09/01/2012 for the period of one year. According to the petitioner, even after expiry of one year contract, the respondent/s has permitted the petitioner to continue with the contract of supply of mid-day-meal and all of a sudden, vide impugned order dated 06/09/2018, without giving an opportunity of hearing, the contract has been cancelled and given to respondent no. 5.

Admittedly, initial contract period has already been come to an end and there is no order in respect of extension of contract time to time. It is not the case that the petitioner is only Swasahayata Samuh in the area to supply mid-day-meal. Other groups have also an equal opportunity to provide service. The petitioner was already working since 2012, therefore, in absence of extension of contract or fresh contract, the petitioner cannot claim for supply of mid-day-meal. There is no question of

**1**

termination of the contract. The respondent has issued contract in favour of respondent no. 5, who is working since 01/09/2018. No case for interference in absence of legal right to continue with the contract is made out.

Accordingly, present writ petition is dismissed.

C c as per rules.

**( VIVEK RUSIA )  
JUDGE**