

**IN THE HIGH COURT OF MADHYA PRADESH
AT JABALPUR**

BEFORE

HON'BLE SHRI JUSTICE GURPAL SINGH AHLUWALIA

ON THE 8th OF MAY, 2024

WRIT PETITION No. 11371 of 2024

BETWEEN:-

**SHRI MATADEEN TIWARI S/O
LATE M.D.TIWARI, AGED
ABOUT 51 YEARS,
OCCUPATION: BUSINESS
HOUSE NO.04, WARD NO.18
ISHAN NAGAR CHHATARPUR
(MADHYA PRADESH)**

.....PETITIONER

***(BY SHRI ANOOP NAIR – SENIOR ADVOCATE WITH MS.AKASHMI TRIVEDI -
ADVOCATE)***

AND

- 1. MP STATE CIVIL
SUPPLIES CORPORATION
THROUGH ITS MANAGING
DIRECTOR 3RD FLOOR,
1ST WING, PARYAVAS
BHAVAN, JAIN ROAD,
ARERA HILLS BHOPAL
(MADHYA PRADESH)**
- 2. THE MANAGING
DIRECTOR MP STATE
CIVIL SUPPLIES
CORPORATION 3RD
FLOOR 1ST WING
PARYAVAS BHAVAN JAIN
ROAD ARERA HILLS
462011 (MADHYA
PRADESH)**
- 3. DISTRICT MANAGER MP
STATE CIVIL SUPPLIES
CORPORATION MIG C-67
VIVEKANAND COLONY**

OPPOSITE MIG C-67
 VIVEKANAND COLONY
 OPPOSITE NALANDA
 CHILDREN ACADEMY
 DAMOH (MADHYA
 PRADESH)

.....RESPONDENTS

(NONE)

This petition coming on for admission this day, the court passed the following:

ORDER

1. This petition under Article 226 of the Constitution of India has been filed seeking the following reliefs :
 - I) Call for entire records pertaining to the case.
 - II) issue a writ in the nature of Certiorari to quash the impugned order dated 15.4.2024, annexure P/1.
 - III) Grant cost of petition.
 - IV) Grant any other relief as deemed fit and proper in the facts and circumstances of the case.
2. It is submitted by Counsel for the petitioner that by impugned order dated 15.4.2024 passed by the District Manager, Damoh, M.P. State Civil Supplies Corporation Limited, the contract granted to the petitioner for transportation of grains has been rejected. However, in the light of agreement, only the Managing Director is the competent authority to cancel the contract. It is further submitted that before cancelling the agreement, no show cause notice was issued to the petitioner.
3. So far as competency of the District Manager is concerned, the relevant part of the agreement which has been filed as annexure P/5 reads as under :-

भारत शासन या राज्य शासन द्वारा जारी नीति निर्देश / सिद्धांतों के अनुरूप परिवहन कार्य में कार्य करने की दशा स्थिति, दरों के निर्धारण आदि में परिवर्तन

होता है तथा ऐसे आदेशों के अनुसार एजेंसी को कार्य करने हेतु बाध्य होना पड़ता है तो परिवहन की निविदा / अनुबंध को उक्त आधार पर समाप्त करने का अधिकार प्रबंधक संचालक को होगा जो परिवहनकरता को मान्य होगा

4. From the plain reading of the agreement, it is clear that the Managing Director can cancel the contract in case of the transporter fails to execute the contract in the light of the changed rates, whereas, in the present case, the contract has not been terminated on such ground. The impugned order has been passed on the ground that the petitioner has not produced the documents, as mentioned in clause 18.2.2 and 18.2.4 of the tender document.
5. Counsel for the petitioner fairly conceded that he has not filed any document to show that the aforesaid documents were ever submitted by the petitioner, therefore, he seeks permission of this Court to withdraw this petition with liberty to file a fresh petition along with the documents to show that the documents, as mentioned in clause 18.2.2 and 18.2.4 of the tender document were filed.
6. With aforesaid liberty, the petition is **dismissed** as withdrawn.

(G.S. AHLUWALIA)
JUDGE

HS