

THE HIGH COURT OF MEGHALAYA

WP(C). No. 97 of 2017

1. Smti. Saidom Lamin,
W/o (L) R. Kharumnuid,
R/o Malki, Shillong,
East Khasi Hills District,
Meghalaya.

... **Petitioner**

-Versus-

1. The Secretary,
Meghalaya Urban Development Authority,
East Khasi Hills District,
Shillong.
2. Smti. G.Ksing,
W/o (L) R.Kharumnuid,
R/o 5th Mile, Upper Shillong,
East Khasi Hills District,
Meghalaya.

....**Respondents**

BEFORE THE HON'BLE MR JUSTICE S.R.SEN

For the petitioner	:	Mr. H.R.Nath, Adv.
For the respondents	:	Mr. H.S.Thangkhiew, Sr. Adv Mr. Philemon Nongbri, Adv. Ms. P.S.Nongbri, Adv.
Date of hearing	:	29.06.2017
Date of Judgment	:	29 .06.2017

JUDGMENT AND ORDER (ORAL)

Heard Mr. H.R.Nath, learned counsel for the petitioner,
Mr. H.S.Thangkhiew, learned Sr. counsel assisted by Mr.
Philemon Nongbri for the respondent No. 1 and Ms.
P.S.Nongbri, learned counsel for the respondent No. 2.

2. The petitioner's case in a nutshell is that:

"The brief facts of the case is that sometime in the year 2012, the Respondent No. 1 invited for application by way of Notice Inviting Tender (NIT) for the purpose of collection of parking fees at Pahsyntiew Parking Lot situated at Garikhana, Shillong and the humble Petitioner being the highest bidder she was allotted and authorised to collect the parking fees by the Respondent No. 1 vide its Office Order dated 31/05/2012. That subsequently the humble petitioner was allowed to continue in the collection of parking fees for a periodical period of five years on the strength of the extension orders issued by the Respondent No. 1.

That during subsistence of the allotment periods, Agreements were duly executed between the Respondent No. 1 and the Petitioner and on the last occasion when the allotment for collection of parking fees was extended by the Respondent No. 1 an Agreement dated 29/04/2016 again was duly executed and as per Clause 18 to the aforesaid agreement dated 29/04/2016 the Respondent No. 1 has got the power and authority to extend the allotment for a period of more than a prescribed period of more than one year, in the event the humble Petitioner agrees to:

- (a) agrees to pay the required instalment 15 days prior to the expiry of the Contract;*
- (b) agrees to pay on an enhanced rate of Monthly Authorisation Fee of 10% Per Mensum;*
- (c) there are no arrears at the time of renewal;*
- (d) has not violated the terms and conditions of this Agreement.*

That prior to the expiration of the last allotment period i.e. 3rd April, 2017 the humble Petitioner has preferred an application for extension before the Respondent No. 1 on 14/02/2017 but to the utter shock and surprise the Respondent No. 1 without taking into consideration the aforesaid application for extension has instead issued the impugned Order dated

7/4/2017 whereby directing the humble Petitioner to handover the collection of parking fees from Pahsyntiew Parking Lot to the Respondent No. 1.

That upon received of the aforesaid impugned Order dated 7/04/2017, the humble Petitioner again has send a Reminder Letter dated 13/04/2017 with a humble request to the Respondent No. 1 to consider the aforesaid application for extension letter dated 14/02/2017 and also assures the Respondent No. 1 that the humble Petitioner is willing to pay an enhance rate of Monthly Authorisation Fees of 10% per Men-sum as stipulated in Clause 18 of the Agreement dated 29/04/2016 but, the same did not see the light of the day and on the contrary the Respondent No.1 without following the due process of Law, without giving any Notice to the humble Petitioner and without inviting for a fresh tender in accordance with the Notice Inviting Tender (NIT) illegally and arbitrarily the Respondent No. 1 allotted the collection of parking fees at Pahsyntiew Parking Lot situated at Garikhana, Shillong in favour of the Respondent No. 2.

That the humble petitioner by way of this instant Writ Petition has raised contentions and substantial issues which is examined and considered it would reveal that the action on the part of the Respondent No. 1 in allotting the collection of parking fees in favour of the Respondent No. 2 is wholly illegal and arbitrary and the same ought to be nullified forthwith and the humble Petitioner ought to be allowed to continue collection in accordance with the terms and conditions of Clause 18 of the aforesaid agreement dated 29/04/2016 or until fresh tender is advertised or settled in accordance with the Notice Inviting Tender (NIT)."

3. Learned counsel for the petitioner submits that a direction may be given to the respondent that till a fresh tender is called or work order is allotted, he may be allowed to continue the collection of parking fees.

4. On the other hand, learned Sr. counsel for the respondent No. 1 submits that the time for previous

agreement/contract for collection of parking fees has already expired and respondent No. 1 has already invited fresh tender on 27/06/2017 and the last date of submission is 18th July, 2017.

5. After hearing the submissions advanced by the learned counsels for the parties and after applying my mind carefully, I am of the considered view that it will not be wise for the Court to give a direction to extend the time to the petitioner to continue to collect the parking fees till a new work order is allotted. Hence, the prayer of the petitioner is rejected. Learned Sr. counsel for the respondent No. 1 also produced a copy of the Notice Inviting tender (NIT) dated 27/06/2017 which is reproduced herein below for ready reference:

*“MEGHALAYA URBAN DEVELOPMENT
AGENCY, SHILLONG*

*No. MUDA/EE/TECH-68/BPF/Pt-II/2010-11/26
Dated Shillong, the 27th June, 2017*

NOTICE INVITING TENDER

Sealed Tenders affixing court fee Stamp for Rs. 25/- (Rupees Twenty Five) only are invited for collection of Parking Fees from Pahsyntiew Parking Lot opposite District Council. The Tender will be received in the office of the undersigned upto 2:00 PM on the 18th July, 2017 and will be opened on the same date and hours in the presence of the tenderers or their representatives.

Detailed particulars may be obtained from the office of the Meghalaya Urban Development Authority on any working day during the office hours at the cost of Rs. 500/-.

Minimum bid - Rs. 2,62,000/- (Rupees Two lakhs sixty Two Thousand only.

Period - 1 (one) year.

*Secretary
Meghalaya Urban Development
Authority, Shillong.”*

6. I have perused the said Notice Inviting Tender (NIT). Petitioner is at liberty to participate in the fresh tender process. With this observation and direction, writ petition stands disposed of. Court Master is directed to keep the NIT in the file for future reference.

JUDGE

S.Rynjah