

**HIGH COURT FOR THE STATE OF TELANGANA
(Special Original Jurisdiction)**

**MONDAY, THE THIRTY FIRST DAY OF AUGUST
TWO THOUSAND AND TWENTY**

PRESENT

THE HONOURABLE SRI JUSTICE T.VINOD KUMAR

WRIT PETITION NOS: 7577 & 7827 OF 2020

WP NO: 7577 OF 2020

Between:

M/s. New Nagendra Lorry Transport, Rep. by its Managing Partner, M. Raj Kumar,
S/o. Sammaiah, aged about 38 years, 8-1-77, Old Beet Bazar, Warangal.

...PETITIONER

AND

1. M/s. Telangana Foods (A Government of Telangana Enterprise), Rep. by its Managing Director, IDA, Nacharam, Hyderabad.
2. The State of Telangana, Rep. by its Principal Secretary, Women, Children, Disabled and Senior Citizen Department, Secretariat, Hyderabad.

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ of Mandamus or any other appropriate writ declaring that the action of the 1st respondent contained in File No. TF/D/COVID/1099/2020-21, dated /05/2020 terminating the transportation contract of the petitioner and purporting to blacklist the petitioner in terms of agreement for transportation of finished food dated 31/10/2019, without giving any notice and opportunity of hearing to the petitioner, is arbitrary and illegal and direct the 1st respondent to continue to entrust the transportation of finished food to the petitioner during the subsistence of the agreement for transportation of finished food i.e. up to 31/08/2020 or beyond that date and also duly clear the transportation charges of the petitioner for the work done

IA NO: 1 OF 2020

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to suspend the operation and effect of the termination cum blacklisting order of the 1st respondent contained in File No. TF/D/COVID/1099/2020-21, dated /05/2020, pending disposal of the Writ Petition.

IA NO: 2 OF 2020

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the 1st respondent not to proceed with the fresh tender notification process for the purpose of replacing the petitioner with another transportation contractor as regards the work of transportation of food product to various stations, pending disposal of the writ petition.

Counsel for the Petitioner: M/S BHARADWAJ ASSOCIATES

Counsel for the Respondents: SRI. HARENDER PERSHAD SPL. GP APPEARING

ON BEHALF OF THE LEARNED ADVOCATE GENERAL

Between:

K.Venkataramana, S/o. Yadagiri, Age- 40 years Occ- Transport Contractor,
R/o. House No.4-1-42, Sher Bungalow, Nalgonda, Nalgonda District - 508001

...PETITIONER

AND

1. The State of Telangana, Rep. by its Principal Secretary, Department of Women Development and Child Welfare, Secretariat, Hyderabad
2. The Telangana Foods, IDA, Nacharam, Hyderabad-500076, Rep.by its Managing Director

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue an appropriate writ, order or direction, more particularly one in the nature of Writ of Mandamus declaring (i) proceedings bearing No.TF/D/COVID/1099/2020-21 dt.28.5.2020 issued by 2nd Respondent terminating petitioners contract, which is valid upto 31.8.2020, and blacklisting the petitioner, and (ii) the consequential Tender Notice bearing File No.TF/D/Tenders/1113/2020-21 issued by the 2nd Respondent as illegal, unjust, arbitrary, discriminatory, without jurisdiction, vitiated by mala fides and violative of Principles of Natural Justice and also violative of Articles 14, 19, 21 and 300-A of the Constitution of India and contrary to the conditions of Agreement dt.31.10.2019 and consequently set aside the impugned proceedings dt.28.5.2020 and the consequential Tender Notice.

IA NO: 1 OF 2020

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to continue the petitioner as transport contractor by suspending the impugned proceedings bearing No.TF/D/COVID/1099/2020-21 dt.28.5.2020 and the consequential Tender Notice bearing File No.TF/D/Tenders/1113/2020-21 issued by the 2nd Respondent, pending disposal of the above writ petition.

Counsel for the Petitioner: SRI. VEDULA SREINIVAS/SRI. BOBBILI SRINIVAS

Counsel for the Respondents: SRI. HARENDER PERSHAD SPL. GP APPEARING

ON BEHALF OF THE LEARNED ADVOCATE GENERAL

The Court made the following: COMMON ORDER

THE HON'BLE SRI JUSTICE T. VINOD KUMAR

Writ Petition Nos.7577 of 2020 AND 7827 of 2020

COMMON ORDER:

These two writ petitions are filed questioning two separate orders passed by the M/s. Telangana Foods, the respondent authority in terminating contracts awarded to the petitioners for transportation of finished food and blacklisting the petitioner agency without issuing any notice as being illegal, arbitrary, violative of principles of natural justice apart from being contrary to the terms of the agreement with consequential relief of restraining the respondent authority from calling for fresh tenders till the contract term of the petitioners is completed.

2. Both the writ petitions are taken up for hearing through Video conferencing with the consent of the parties.

3. Heard Sri Vedula Srinivas and Sri Bobbili Srinivas, learned counsel appearing for the petitioners and Sri Harender Pershad, learned Special Government Pleader appearing on behalf of the learned Advocate General office.

4. The brief facts of the case of the petitioner in WP No. 7577 of 2020 are that the petitioner is in the business of transportation by providing / deploying vehicles to its customers either belonging to the petitioner himself or by securing the same from the market. The case of the petitioner is that pursuant to the tender issued by the first respondent authority for supply of its finished goods namely "Balamrutham" to various places, the petitioner participated and stood as a successful tenderer for transportation of finished goods of the respondent authority namely M/s. Telangana Foods, to various ICDS project sites located in the

districts of Visakhapatnam, Vijayanagaram and Srikakulam, in the State of Andhra Pradesh, to which the second respondent authority is required to make supplies of "Balamrutham". The rate quoted by the petitioner for supplying the vehicles for transportation being the lowest, the petitioner was awarded the contract of transportation for the above mentioned districts and an agreement was entered into on 31.10.2019. The said agreement entered into by the respondent authority with the petitioner was valid for the period from 01.11.2019 to 31.08.2020. It is further claimed by the petitioner that during the period commencing from 01.11.2019 onwards the petitioner was supplying the lorries regularly to the respondent authority in pursuance of the indents placed by the officer at the unit of the respondent authority and there was no default on part of the petitioner in making available the vehicles for transportation as and when required by the respondent authorities. It is also claimed that till about 24 March 2020, there has been no breach on part of the petitioner in making available the lorries for supply of the finished goods on the basis of work order/indents. It is claimed that due to pandemic Covid-19, and the sudden lockdown announced by the central government, the petitioner could not make available the lorries for transportation and the said position continued till 05th May, 2020. It is also claimed that the petitioner was unable to make available the lorries due to restriction imposed with regard to movement of vehicles particularly involving interstate borders. It is also claimed that the failure on part of the petitioner is due to the circumstances beyond the control of the petitioner, thereby making it impossible for the petitioner to perform the contract and for the

said reason the petitioner cannot be considered as being in breach of the terms of the contract.

5. The further case of the petitioner is that the second respondent authority had issued undated letter --/05/2020, directing the petitioner to complete the supplies and nowhere the petitioner has been asked to offer his explanation as to why the contract awarded to it should not be terminated. It is further claimed that even if the said letter is taken as a notice, the impugned order passed by the second respondent authority whereby the authority has terminated the contract of the petitioner is in clear violation of the terms of the agreement in particular clause 3 of the agreement dated 31.10.2019, as the said clause contemplates issuing of notice of 7 days, while the impugned order has been passed much before the 7 day period is over. It is also further claimed that under the contract no power is vested with the authority for blacklisting as sought to be resorted to by the respondent authority by the impugned order and since, the blacklisting of the petitioner involves civil consequences, the authorities ought to have granted an opportunity to the petitioner to put forth his plea before passing the impugned order.

6. The case of the petitioner in WP No. 7827 of 2020 is that the second respondent authority issued a tender notice dated 10.07.2019 calling for online tenders for transportation of finished goods produced by the second respondent authority to various ICDS projects situated in the State of Andhra Pradesh and the petitioner submitted his bid in response to the said tender notice and the rates quoted by the petitioner were found to be lowest for supply to 6 districts such as East Godavari, Nellore, Kadapa,

Kurnool, Ananthapur and Chittoor, whereupon, the second respondent authority appointed the petitioner as the transport contractor for the above districts for the period commencing from 01.11.2019 to 31.08.2020 and entered into an agreement dated 31.10.2019. It is also claimed that thereafter the second respondent authority appointed the petitioner as transport contractor for Prakasam district from 01.12.2019 to 31.08.2020 vide work order dated 25.11.2019 and thereafter was also awarded transport contract for the district of Krishna, Guntur and West Godavari, from 21.12.2019 to 31.08.2020 vide work order dated 21.12.2019. Thus, it is claimed that at the relevant point of time the petitioner was given the contract for transporting the finished goods produced by the second respondent authority for the 13 districts of Andhra Pradesh having found the rates offered by the petitioner as lowest. It is claimed that the petitioner in pursuance of the contract/agreement entered into with the second respondent authority has been deploying required number of vehicles as per monthly indent/work order given by the authorities of the second respondent and there has never been any default, misconduct or misappropriation or diversion of stock. It is claimed that for the second respondent authority issued an indent on 01.03.2020 stating that the petitioner is required to transport about 3122 MT approx. of the finished food produced by the second respondent authority to various ICDS project centres in Andhra Pradesh during the month of March 2020. It is claimed that during the period between 01.03.2020 to 18.03.2020 the petitioner transported about 2470 MT of finished goods thereby complying with 80% of the indent placed for the month of March 2020. As the second respondent authority could not make available the

remaining quantity of finished food during the period 19.03.2020 to 22.03.2020, the petitioner could not undertake further transportation of the finished goods. While that being the position on 23.03.2020 the central government due to onslaught of Covid-19 imposed lockdown throughout India and the same was being strictly implemented in the State of Telangana and the State of Andhra Pradesh being the originating state and the destination state in relation to supply of finished food produced by the second respondent authority, affecting the movement of finished goods by the petitioner.

7. It is also claimed that the second respondent authority without even issuing any prior notice, has resorted to invoke clause 3 of the agreement to terminate the contract of the petitioner which is in clear violation of the contract term stipulating issue of seven (7) day notice before such action is taken. It is also further claimed that no power is vested with the authority for blacklisting and such an action on part of the second respondent authority tarnishes the image of the petitioner in the market. Thus, it is claimed that the action of the second respondent authority in issuing the impugned order of termination is unreasonable and in an arbitrary manner and thus, the petitioner is entitled to invoke the jurisdiction of this Hon'ble court under article 226 of Constitution of India.

8. *Per contra*, the learned special government pleader by drawing attention of this court to the counter affidavit and additional counter affidavit filed on behalf of the 2nd respondent authority and the various documents annexed thereto would submit that the claim of the petitioners that there has been no

default on their part in deploying the vehicles for transportation of the finished food produced by the second respondent authority is belied by the fact that the petitioners were not meeting the timelines specified by the authorities while placing indent/work order and acted in contravention of clause 9 of the agreement. Such default on part of the petitioners occurred not only during the last week of March 2020 and in April, 2020, but such defaults were there even during the earlier months, when there was no lockdown as being claimed as reason for not deploying the vehicles, which only goes to show that the petitioners were not able to comply with the conditions of the contract by arranging to deploy the required number of vehicles in time. Learned Special Government Pleader would submit that having regard to the finished product produced by the second respondent being a food product intended for supply to infants aged between 6 months to 36 months who are suffering with malnutrition to be supplied through various ICDS project, making available such food produced is not only essential but necessary as otherwise the same would have an adverse impact on the children/infants. The Learned Special Government Pleader would also further submit that the above supply of the finished food produced is in compliance with the direction of the Hon'ble Supreme Court of India.

9. Learned Special Government pleader would further submit that the petitioners having failed to deploy the required number of vehicles for effecting transportation are only seeking to cover up their omission by using the cover of Covid-19 pandemic. It is further submitted that both the State of Telangana and the State of Andhra Pradesh have permitted movement of the finished food

product produced by the second respondent authority to various districts in the State of Andhra Pradesh being an essential commodity, the transportation of which was permitted during the lockdown announced by the Central Government. Learned Special Government Pleader would submit that as the petitioners have failed to deploy the required number of vehicles for ensuring uninterrupted supply of finished food product for the infants/children through ICDS project, the second respondent authority had to resort to secure the vehicle from the open market with the help of transport authorities by incurring higher cost to ensure that there is no interruption in supply of the finished the food produced, as that could have a disastrous effect on the children. Learned special government pleader would further submit that the fact of the second respondent authority effecting supplies by securing vehicles from the open market would only go to show the claim being made by the petitioners in the present writ petitions, is a self-serving statement and intended and invented to avoid consequences under the contract/agreement.

10. Learned special government pleader while disputing the claim of the petitioners that no notice has been issued by the respondent authority before passing the impugned order, would submit that both the petitioners were issued notices on 21.05.2020 and it is only thereafter the impugned order terminating their respective contracts/agreements have been passed by the respondent authority. Learned Special Government Pleader would further submit this court should consider the totality of the circumstances to see as to whether the action of the respondent authority in terminating the contract/agreement is justified or not. It is further submitted that if this court finds that the second

respondent authority had valid reason for terminating the contract and taking action against the petitioners herein, the writ petition should not be entertained and the parties should be relegated to workout the remedies under the contract as the contract provided for resolving the disputes through arbitration.

11. In support of their submissions, learned counsel for the petitioners placed reliance on the following judgements :

- i) *M/s. Erusian Equipment and Chemicals Ltd. v. State of W.B. and another*¹ ;
- ii) *M/s. Kulja Industries Limited v. Chief General Manager, W.B. Proj, BSNL and others*² ;
- iii) *Joshi Technologies International Inc. v. Union of India and Ors.*³ ;
- iv) *State of Kerala v. M.K. Jose*⁴ ;
- v) *Sanjana M. Wig v. Hindustan Petro Corporation Ltd.*⁵ ;
- vi) *Union of India and Ors. v. Tania Construction Pvt. Ltd.*⁶.

On the other hand the Learned Special Government Pleader rested his case on the judgement rendered in the case of :

- vii) *Jagdish Mandal v. State of Orissa and Others.*⁷.

12. Having given due consideration to the submissions made by the learned counsels for the parties, this court is required to consider as to whether the impugned order of termination of

¹ AIR 1975 SC 266

² AIR 2014 SC 9

³ (2015) 7 SCC 728

⁴ (2015) 9 SCC 433

⁵ (2005) 8 SCC 242

⁶ (2011) 5 SCC 697

⁷ (2007) 14 SCC 517

contract/agreement issued by the respondent authority, is valid and in accordance with the terms of the contract/agreement or not warranting interference by this court in exercise of jurisdiction under article 226 of the Constitution of India or the parties should be relegated to work out there remedies under the contract to resolve the inter-se disputes arising there under.

13. Before dealing with the issue of whether the petitioners committed any breach of the terms of the contract, whereby the respondent authority has taken the extreme decision of terminating the contract/agreement and blacklisting the petitioners, it is to be seen whether the impugned notice of termination is in accordance with the terms of the agreement entered into between the petitioners and the respondent authorities, which agreement admittedly is reduced into writing and binding between the parties relating to the transaction.

14. A perusal of the agreement entered into by the petitioner in WP No. 7577 of 2020 with the Telangana foods (first respondent) titled as 'Agreement for transportation of finished food', dated 31.10.2019 has various clauses dealing with the conduct of business between the petitioner and the Telangana foods, including right of termination of the contract. Among the various clauses of the agreement, for the purpose of the present matter, suffice it to note the clauses 3,9,10 and 39 of the agreement, which read as under:

"(3) The 1st party has absolute right to terminate the contract at any time during the contract period after giving 7 days notice to the contractor without assigning any reason whatsoever and the 2nd party is not entitled to question the termination on any ground whatsoever.

(9) that the vehicle should be provided by the 2nd party as and when demanded by the 1st party. The vehicles shall be indented up to 9:30 AM and they should be deployed before 4 PM everyday; in exceptional cases it shall be allowed for 1 day delay for deployment of vehicles. If 2nd party failed to deploy the vehicles on 2nd day, Telangana foods shall have the right to recover 3% on the transport charges of the particular Centre/project, 10% for 3rd day and on 4th day, Telangana foods is at liberty to engage trucks from outside to cope up with the schedule of dispatches and the extra expenditure incurred shall be recoverable from the 2nd party. Time and date of delivery is essence of the contract. The condition will be strictly adhered to and any laws because to Telangana foods in not doing so shall be borne by the 2nd party.

(10) in case the 2nd party fails to deploy any lorries on demand, the 1st party is at liberty to make alternate arrangements and the extra expenditure if any incurred shall be deducted from the amounts due to the 2nd party and if no amount is due to him on the date or in near future the 2nd party shall reimburse the same to the 1st party on production of such proof.

(39) in case of breach of any of the clauses of this contract by the 2nd party or in case of unsatisfactory service of the 2nd party, the 1st party shall be free to terminate the contract without any notice and shall also be entitled to recover any consequential losses arising out of the termination of the contract from the 2nd party apart from retaining security deposit by forfeiting the same for which the 2nd party is not entitled to any notice."

Similar clauses exist in the agreement entered into between the petitioner in WP No. 7827 of 2020 and M/s Telangana foods (2nd respondent).

15. A reading of clause 3 of the agreement as above, indicates that the respondent authority viz., M/s. Telangana foods, being conferred with the right to terminate the contract at any time during the subsistence of contract period by giving 7 days notice to the contractor without assigning any reason whatsoever. At the same time clause 39 also confers power on the respondent authority to terminate the contract without any notice in case of breach of any of the clauses of the contract. Thus, there appears to be dichotomy between clause 3 and 39 of the contract, as clause 3 of the agreement requires issue of a seven-day notice before termination, while clause 39 does not mandate issue of any such notice before resorting to termination. However, if both the clauses are allowed to coexist and allowed to operate in their own sphere, the only plausible conclusion that can be arrived at is, while clause 39 permits the authorities to resort to termination upon the occurrence and at the time of occurrence of breach, while clause 3 of the agreement permits respondent authority to terminate the contract at any time without there being any breach by the other party or subsequent to the occurrence of breach by giving a seven-day notice.

16. If the above reasoning is applied to the facts of the present case and as is apparent from the material placed on record, the respondent authority viz., Telangana foods, did not seek to invoke clause 39 upon occurrence of breach. On the other hand the respondent authority continued to address communications to the petitioners directing to complete supplies immediately which in the given circumstances would indicate that the respondent authorities were keen to get the work executed through the petitioners rather than terminating the contract at that point of

breach occurring. This would be evident from the various communications addressed from the office of the respondent authorities in the form of letters and emails. It is also pertinent to note that even in the communication dated---.05.2020, signed on 21.05.2020, the respondent authority while directing the petitioner to complete the supply to tribal ICDS project immediately, drew the attention of the petitioner only to clause 9 of the agreement and did not make any reference to clause 39 or 3 of the contract/agreement. Even the emails sent from the office of respondent authority to the petitioner prior to addressing the above letter also does not indicate the intention on part of the respondent authorities in resorting to invoke the powers relating to termination of the contract.

17. Further, in the impugned order of termination which is (undated) ----/05/2020, the respondent authorities chose to make a reference to the communication dated --,05.2020, signed on 21.05.2020, claiming the same to be the notice purportedly issued under clause 3 of the agreement. However, a reading of the same, as noted above does not indicate that the petitioner being put on notice or seeking an explanation. On the other hand, as noted above, the intention of the respondent authority as can be gathered there from, was only requiring the petitioner to take steps to complete the supplies immediately by making necessary arrangement of vehicles. Even the impugned termination order among various clauses of the agreement refers to both clause 3 and 39, which as noted above cannot coexist. Since, the respondent authority did not choose to terminate the agreement upon occurrence of breach by invoking clause 39 and on the other hand directing the petitioners to affect supplies thereafter, can only

be construed as a waiver granted by the said authority, in which event the respondent authority is empowered to terminate the contract only by invoking clause 3 of the agreement, which requires mandatory issue of notice of seven days. More so, it is not the case of the respondent authority that the said authority terminated the contract by invoking clause 39 of the agreement alone, which does not require issue of any notice. On the other hand the authorities by the counter and additional counter affidavit sought to justify the action in passing the impugned order by referring to the communication signed on 21.05.2020, as the notice issued, before resorting to the issuance of impugned order of termination, which can only mean that the action taken by the said authority is by invoking clause 3 of the agreement. If the above aspect is taken into consideration, the impugned order of termination cannot be sustained for the reason that the so-called notice signed on 21.05.2020 cannot be considered as a notice issued under clause 3 of the agreement, as there is no mention of the petitioners being put on notice with regard to the intention of the respondent authority in seeking to terminate the contract. If the communication signed on 21.05.2020, though now being termed as notice, fails on that count, then the impugned order cannot be considered as having validly issued by complying with the mandatory requirement of issuing notice under clause 3 of the agreement, as has been observed by the Hon'ble Supreme Court in the judgement rendered in a case of *Ramachandra Narayan Nayak v. Karnataka Neeravari Nigam Ltd*⁸, Wherein it was held that-

⁸ (2013) 15 SCC 140.

" before rescinding the contract by invoking his power under clause 3 (d) of the agreement, should have complied with the conditions mentioned in the said clause as the same are mandatory."

18. Since, the impugned order terminating the contract issued by the respondent authority falls short of the mandatory requirement prescribed in clause 3 of the agreement, this court is of the view that there is no need to consider the other issues raised with regard the impugned order having been passed even before expiry of seven-day period mentioned in clause 3 of the agreement, the petitioner being prevented from performing the contract due to unforeseen circumstances under section 56 of the Indian Contract Act, 1872, thereby attracting force majeure and other issues raised.

19. Though, the learned Special Government pleader sought to impress upon this court to consider the totality of the circumstances by placing heavy reliance on the judgement of the Hon'ble Supreme Court in the case of *Jagdish Mandal versus v. State of Orissa (Supra)*, the facts of the said case are at variance with the facts of the present case. The Hon'ble Supreme Court in the above case was called upon to consider the power of the state authority relating to awarding of contract, when the Hon'ble Apex Court observed that the matters relating to award of contracts being administrative decisions, are best left open for the decision of such authorities and the interference by the courts should be minimal subject to such decision being not arbitrary, public interest not being affected. In the said judgement itself the Hon'ble Supreme Court observed that in "cases involving blacklisting or

imposition of penal consequences on a tenderer/contractor of distribution of state largesse stand on a different footing as they may require a higher degree of fairness in action".

20. If the above principle enunciated by the Hon'ble Supreme Court is taken into consideration, the action of the respondent authority in seeking to blacklist the petitioners without even giving an opportunity to offer their explanation for being considered by the said authority, would be contrary to the law laid down by the Hon'ble Supreme Court, as rightly contended by the learned counsel for the petitioners by placing reliance on the judgements rendered in the case of *M/s. Erusian Equipment and Chemicals Ltd. v. State of W.B. and another (supra)* and *M/s. Kulja Industries Limited v. Chief General Manager, W.B. Proj, BSNL and others (supra)*.

21. In view of the above, the impugned order passed by the respondent authority in terminating the petitioners contract/agreement for transportation of finished food cannot be held to be valid and thus, are set aside. In normal circumstances, since, the impugned order having been set aside by this court as not being in compliance with the terms of the agreement, respondent authority ought to have been permitted to initiate proceedings afresh by adhering to the terms of the contract. However, taking note of the fact that the validity of the agreements are expiring today due to efflux of time, liberty is granted to the respondent authority to issue fresh tenders for the period subsequent hereto and further leaving it open to the respondent authority to claim the difference of amounts incurred by the said authority for arranging alternate transportation during the period

when petitioners failed to deploy vehicles including imposition of penalties as entitled to under the contract/agreement by way of adjustment in accordance with the terms of the covenants of the contract / agreement. In the event petitioners have any dispute or grievance with regard to the claim being made by the respondent authority, the petitioners can avail the remedy provided under the agreement.

22.— Accordingly, the writ petitions are allowed to the extent indicated above. No order as to costs. Miscellaneous applications if any, pending in these writ petitions, shall stand closed in the light of this final order.

23. Before parting with the case, this court intends place on record its concern, of communications addressed under the signature of no lesser than that of Managing Director, being sent without specifying date thereon, which could have larger ramifications in a given case, requiring caution to be exercised by the authority hereafter.

SD/- B. SATYAVATHI
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

- To,
1. The Managing Director, M/s. Telangana Foods (A Government of Telangana Enterprise), IDA, Nacharam, Hyderabad.
 2. The Principal Secretary, Women, Children, Disabled and Senior Citizen Department, State of Telangana, Secretariat, Hyderabad.
 3. One CC to M/s. BHARADWAJ ASSOCIATES (OPUC)
 4. One CC to Sri. Bobbili Srinivas, Advocate (OPUC)
 5. One CC to Sri. Vedula Srinivas, Advocate (OPUC)
 6. Two CCs to Sri. Harender Pershad, Spl. GP, High Court for the State of Telangana at Hyderabad (OUT)
 7. Two CCs to the Advocate General, High Court for the State of Telangana at Hyderabad (OUT)
 8. Two CD Copies.

PM

HIGH COURT

DATED:31/08/2020



ORDER

WP.No.7577 of 2020
AND
WP.No.7827 of 2020

ALLOWING THE WPs
WITHOUT COSTS

11
KEMA
03/9/2020