

Mohd. Qadir Vs State of U.P. and Others

Court: Allahabad High Court

Date of Decision: Sept. 13, 2004

Acts Referred: Constitution of India, 1950 Article 14

Citation: (2005) 1 AWC 262

Hon'ble Judges: M. Katju, Acting C.J.; Sunil Ambwani, J

Bench: Division Bench

Advocate: G.K. Singh and A. Sahi, for the Appellant; S.K. Yadav, S. C., for the Respondent

Final Decision: Dismissed

Judgement

@JUDGMENTTAG-ORDER

M. Katju, A.C.J. and Sunil Ambwani, J.

This writ petition filed against the impugned order dated 3.9.2004 (Annexure-14 to the writ

petition) by which the contract granted to the petitioner for running slaughter house for a period of 10 years has been cancelled.

2. In paragraph 27 of the petition, it has been stated that the auction for the contract was advertised in the newspaper known as "Anavaran

Gatha". We are not satisfied that this is a well-known newspaper having wide circulation.

3. It has been repeatedly held by this Court that a contract of public property can ordinarily only be granted after advertising the same in well-

known newspapers having wide circulation in the area. In Smt. Vidya Gupta and Others Vs. State of Uttar Pradesh and Others, . it was held in

para 7 as follows:

7. It has been repeatedly held by this Court that fishery" lease can only be granted after advertising the same in well known newspapers having

wide circulation in the area and thereafter holding public auction/public tender vide Desh Kumar v. State of U.P. 1998 (89) RD 385 , Desh Kumar

and others Vs. State of U.P. and others, Civil Misc. Writ Petition No. 31943 of 2002, decided on 7.8.2002 ; Ram Bharosey Lal Vs. State of

U.P. and Others, If it is not granted in accordance with this procedure there will be violation of Article 14 of the Constitution, and the public

exchequer will also suffer. Since it is not disputed that the fishery lease was granted to respondent No. 3 without advertising it in well known news

papers having wide circulation and thereafter holding public auction/public tender we are of the opinion that the lease granted to respondent No. 3

was wholly illegal and it is hereby quashed.

4. In A.S. Advertising Co., Meerut and another Vs. Nagar Nigam, Meerut and another, and Karan Singh Vs. State of U.P. and others, the same

view, that a contract of public property can ordinarily be granted only after advertising in well-known newspapers having wide circulation and

thereafter holding public auction/public tender, was reiterated. Such contracts are not largesse and there must be transparency in grant of such

contracts.

5. Hence, this writ petition has no merits and is dismissed.

6. We direct that any amount deposited by the petitioner towards this contract shall be refunded to him expeditiously. Fresh auction may be held

expeditiously after advertising it in well-known newspaper having wide circulation and thereafter holding public auction/public tender.