

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 2602 of 2020

With

CIVIL APPLICATION (FOR DIRECTION) NO. 1 of 2023

In R/SPECIAL CIVIL APPLICATION NO. 2602 of 2020

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SHIVKUMAR GANAPATRAY JANI

Versus

UNION OF INDIA

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Appearance:

MR HARSHESH R KAKKAD(7813) for the Petitioner(s) No. 1
 MS ARCHANA U AMIN(2462) for the Respondent(s) No. 1,2,3
 MR PRANIT NANAVATI FOR NANAVATI ASSOCIATES(1375) for the
 Respondent(s) No. 4

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**CORAM:HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE SUNITA
 AGARWAL**

and

HONOURABLE MR. JUSTICE ANIRUDDHA P. MAYEE

Date : 26/09/2023

ORAL ORDER

(PER : HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE SUNITA AGARWAL)

1. We have heard Mr.Harshesh Kakkad, learned counsel for the petitioner, Ms.Archana Amin, learned counsel for respondent Nos.1 to 3 and Mr.Pranit Nanavati, learned counsel for respondent No.4 and perused the records.

2. The petitioner herein has entered into a Franchisee Agreement with Gujarat Cooperative Milk Marketing Federation Limited, namely, respondent No.4 herein, in favour of which, the tender for "Provision

of Milk Stall Unit No.7, Botad 'B' Category Station Platform No.1 location Existing Milk Stall" was granted for a period of five years. It may be noted that in the writ petition itself, the petitioner stated that he was running a milk stall at Botad Railway Station in view of the Franchisee Agreement executed between the petitioner and Gujarat Cooperative Milk Marketing Federation Limited, namely, respondent No.4 herein. The said agreement has been terminated vide letter dated 07.01.2020. It seems that on termination of the agreement, the petitioner has approached this Court in the present petition seeking for quashing of the notice dated 21.06.2019 inviting tender for the aforesaid work. The challenge in the writ petition is to quash the tender granted in favour of respondent No.4 by letter of award dated 25.09.2019.

3. Having considered the fact that the petitioner herein is raising a dispute out of a contract which is a private contract between the petitioner and respondent No.4 and in the garb to seek quashing of the tender, he is actually challenging the

termination of contract *vide* letter dated 07.01.2020.
We find the present petition being misconceived, the
same is accordingly dismissed. Notice stands
discharged. All pending Civil Applications are
accordingly disposed of.

(SUNITA AGARWAL, CJ)

(ANIRUDDHA P. MAYEE, J.)

GAURAV J THAKER