IN THE HIGH COURT OF TELANGANA AT HYDERABAD W.P. No. 10182 of 2023

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M/s Shivenari Canteen Services

... Petitioner

And

The State of Telangana and others

... Respondents

JUDGMENT PRONOUNCED ON: 25.04.2023

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

1. Whether Reporters of Local newspapers : yes may be allowed to see the Judgment?

2. Whether the copies of judgment may be marked to Law Reporters/Journals? : yes

3. Whether Their Lordships wish to see the fair copy of the Judgment? : yes

SUREPALLI NANDA, J

THE HON'BLE MRS JUSTICE SUREPALLI NANDA W.P. No. 10182 of 2023

% 25.04.2023

70 23.04.2023	
Between:	
# M/s Shivenari Canteen Services	Petitioner
And	i ctitioner
\$ The State of Telangana and others	Respondents
< Gist:	
> Head Note:	
•	ri Dammalapati Srinivas 5.P for Medical Health and Family Welfare
? Cases Referred:	

- 1. AIR 1990 SC 1984
- 2. JT 2003 (Supp.II) SC 354
- 3. AIR 1978 SC 597
- 4. (1978) 1 SCC 405
- 5. (1968) 1 All ER 694 (HL)

THE HON'BLE MRS JUSTICE SUREPALLI NANDA W.P. No. 10182 of 2023

ORDER:

Heard Sri Dammalapati Srivivas, learned senior counsel appearing on behalf of the petitioner and learned Government Pleader for Medical, Health and Family Welfare appearing for the respondents.

2. This writ petition is filed praying to issue a Writ of Mandamus declaring the action of the 5th respondent in issuing cancellation proceedings vide Rc.No.GHS/2023/1026, dated 01.042023 and subsequent tender notification No.HDS/GHS/2023/2016, dated 01.04.2023 issued by the 3rd respondent without following any procedure contemplated under law as illegal, arbitrary, violation of principles of natural justice and violation of Article 14 of the Constitution of India and also contrary to the orders dated 29.08.2022 passed in W.A.No.554 of 2022 and consequently set aside the cancellation proceedings in Rc.No.GHS/2023/2016, dated 01.04.2023 subsequent Tender Notification and HDS/GHS/2023/1016, dated 01.04.2023.

3) The case of the petitioner, in brief, is as follows:

- a) The petitioner firm herein, is registered under the Partnership Act, 1932 under the name and style of M/s.Shivenari Canteen Services and is engaged in the business of diet contract, supply of food, etc.
- b) The petitioner firm has been supplying diet in various hospitals in the State of Telangana and has good reputation in providing the patient diets in hospitals for more than a period of 10 years.
- c) The petitioner firm having participated in the competitive bidding process for supply of diet to the Gandhi Hospital, Secunderabad, was awarded the letter of award of contract on 27.08.2022 by the 5th respondent vide proceedings Rc.No.HDS/GHS/2022/964.
- d) The existing contractor filed W.P.No.20391 of 2022 challenging the termination order and the same was dismissed on 01.08.2022. Aggrieved by the same, the said contractor preferred W.A.No.554 of 2022 and the same was disposed of on 29.08.2022 with a direction to resolve the

disputes between the parties as per Article 11(b) of the Agreement through best efforts by mutual discussions amicably and in the event that the parties do not find any acceptable solution within 30 days, they shall appeal to the State Level Committee and the decision shall be final and binding on both parties and that till the period of 30 days, status quo as on date i.e. on 29.08.2022 as regard to supply of diet shall be continued. The State Level Committee has not concluded the dispute within the stipulated time as directed by the Court.

e) The 5th respondent has called for explanation from the petitioner vide Rc.No.3552/HDS/GHS/2022-2023/604, dated 27.02.2023 with regard to the EMD/Security Deposit stating that it was drawn by the 3rd party. The petitioner submitted detailed explanation on 04.03.2023 stating that, EMD was submitted in the right way and there was no condition regarding drawl of DD from a particular person. The petitioner requested either to adjust money or draw the DD as a hand loan. As such Mr Suresh Babu, had drawn the Demand Draft and given to the petitioner and the amount was repaid to the 5th respondent on 16.11.2022.

f) The petitioner had been making repeated oral requests to both the 2nd and 5th respondents to handover the kitchen premises as per the award of contract dated 27.08.2020 but the respondent has not taken any action. It had been orally intimated to the petitioner that the kitchen premises for diet supply would only be handed over, after concluding the dispute resolution between the parties and the previous contractor as directed by the court vide its order in WA. No. 554 of 2022.

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- g) The 5th respondent vide proceedings in Rc.No.GHS/2023/1026 dated 01.04.2023 cancelled the diet tender which was awarded to the petitioner for supply of diet to the in-patient and duty doctors in the 5th respondent hospital.
- h) The 5th respondent has referred to Minutes of State Level Diet Management Committee Meeting held on 29.03.2023. However, the State Level Diet Management Committee does not have the jurisdiction to terminate a Letter of award. Further, the 3rd respondent had issued a fresh tender notification No.HDS/GHS/2023/1016 dated

01.04.2023 calling for bids, for supply of diet to the 5th respondent hospital, which is illegal. Hence this Writ Petition.

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4. The counter affidavit of the respondents, in brief, is as follows:

- a) The existing contractor, M/s. Shasra, had not handed over the charge of kitchen to the petitioner on the plea that he had filed a WA No. 554 of 2022 and is awaiting for orders.
- b) The Order of the court in WA No. 554 of 2022, directed that, disputes between the parties as per Article 11(b) of the Agreement shall be settled through best efforts by mutual discussions amicably.
- c) Abiding the order of the court, the DDMC convened a meeting on 19.09.2022 and heard the plea of the Mrs. Deepika, to continue the Diet Contract till the completion of tenure with the revised rates but both the parties had not come to a mutual stand and the matter has been referred to State Level Diet Management Committee on 20.09.2022.
- d) The State Level Diet Management Committee had convened a meeting on 03.11.2022 with Mrs. Deepika, during

which, it was pointed out that petitioner submitted the DD (Demand Draft) drawn by the Koduri Suresh Babu, who is involved in misappropriation while working as Diet Contractor in Niloufer Hospital and the Petitioner did in fact submit the Demand Draft (DD) of Rs. 3 (Three) Lakhs drawn by Sri Koduri Suresh Babu.

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- e) Mr. Koduri Suresh Babu has also participated in the Diet Tenders but was un-successful. The State Level Diet Management Committee after verification of the records, had directed the Superintendent, Gandhi Hospital to call for explanation from the petitioner with regards to DD drawn in the name of Sri Koduri Suresh Babu but the explanation submitted by the petitioner is not satisfactory to State Level Diet Management Committee and strong basis was made that both the parties colluded.
- f) The petitioner was given a official letter asking the petitioner to taken the charge of the kitchen premises immediately but the petitioner failed to do so. In the meanwhile, M/s. Sahasra filed WA No. 554 of 2022 and got orders, directing to maintain status quo.

g) The State Level Diet Management Committee, after a detailed examination of all the issues resolved to cancel the Letter of Award & contract, awarded to the Petitioner and hence fresh tender & notification were issued by State Level Diet Management Committee on 01.04.2023. Hence, the said Writ Petition is devoid of merits and is liable to be setaside.

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5. PERUSED THE RECORD

- I) The judgment dated 29.08.2022 passed in W.A.No.554 of 2022, in particular, paras 14 and 15 read as under:
 - "14. Having regard to the above, we relegate the parties to dispute resolution to be carried out in terms of Article 11(b) of the Contract Agreement dated 21.01.2022, which shall be carried out between respondent No.3 and the appellant and concluded within a period of thirty days from the date of receipt of a copy of this order. Till the period of thirty days, status quo as on today as regards supply of diet to respondent No.4 shall be continued.
 - 15. Order dated 01.08.2022 passed by the learned Single Judge in W.P.No.20391 of 2022 stands modified accordingly."

II) The proceedings dated 27.02.2023 vide Rc.No.3552/HDS/GHS/2022-23/604, of the Superintendent, Gandhi Hospital, Secunderabad reads as under:

"In the light of the instructions contained in the order passed by the Hon'ble Court in W.A.No.554 of 2022, dated 29.08.2022 and also based on the material papers and evidences adduced before the State Committee, it is noticed that, the security deposit submitted by M/s Shivenari Canteen Services to participate in the diet tender dated 16.08.2022 was drawn by Sri Koduri Suresh Babu who is unsuccessful bidder for the same tender and also accused in FIR 98/2021 in Niloufer Diet misappropriation case.

Hence, M/s Shivaneri Canteen Services called upon to give an explanation about his connection with Sri Koduri Suresh Babu who has paid his security deposit and he is under examination for his alleged misappropriation in Niloufer Hospital.

His explanation should reach in this office within (3) days from the date of receipt; failing which, further action will be initiated by presuming that, M/s Shivenari Canteen Services has accepted the lapses pointed out by us to be correct and have no explanations to offer in that event the undersigned will be at liberty to take

<u>appropriate action without further reference to</u> <u>M/s Shivenari Canteen Services."</u>

III) The order impugned dated 01.04.2023, Rc.No.GHS/2023/1026, of the Superintendent, Gandhi Hospital, Secunderabad i.e. the 5th respondent, reads as under:

"As per the State Level Committee Minutes of Meeting M/s Shivnari Canteen Services is hereby informed that the State Level Diet Management Committee has resolved to cancel the award of diet contract to M/s Shivenari Canteen Services and to go for fresh tenders.

In view of the above, the award of Diet Contract to M/s Shivenari Canteen Services is herewith cancelled.

- IV) Letter of Award of Contract issued in favour of the petitioner, dated 27.08.2022 reads as under:
 - "1. We are happy to inform that after due process of the tenders received for the captioned subject matter, you have been selected for award of the contract subject to the following conditions:
 - a) You have to return the duplicate copy of this letter duly consenting to the terms and conditions herein by affixing your signature with seal not later than three (three days) from the date of

receipt of this letter. Along with the Demand Draft for an amount equivalent to the amount prescribed in the Tender Document, the Caution Deposit.

- b) You have to execute the Contract Agreement in two sets within 10(ten) days from the date of receipt of this letter at your cost and expense.
- 2. The Contract is for 2 (two years) from the date of Agreement and your supply activity shall commence within 3 (three days) from the date of Agreement. The rates quoted by you and accepted by the Committee and binding on you are as under:

S.No.	Category	Our offer		
1.	•	Rs.72/-		
	attendants of tribal patients	(Rupees Seventy two only)		
2.	Inpatients (T.B/	Rs. 112.00 (Rupees one		
	Mental and	hundred and twelve only) per		
	Therapeutic patients	patient.		
3.	Duty doctors	Rs.160.00 (Rupees one		
		hundred and sixty only) per		
		head		

- 3. At the time of execution of the Agreement you have to furnish a list of names of the staff and workers who will be assisting you in the diet supply activities under the Agreement.
- 4. Please note in case you fail to comply with the above terms and conditions, this letter stands

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withdrawn and the EMD forfeited without any prior notice of whatever notice.

5. Please acknowledge receipt of this letter.

V) The counter affidavit filed by the respondents, in particular paras 5 and 7 reads as under:

"5. It is respectfully submitted that the existing contractor M/s. Sahasra represented by it's M.D.Mrs. Deepika Diet Contractor was filed a writ appeal no. 554 of 2022 in W.P.no. 20391 of 2022 and the same was disposed by its order dated: -29-8-2022 with the directions" the parties to dispute resolution to be carried out in terms of article 11 (B) of contract agreement dated: -21-1-2022, which shall be carried out between respondent No.3 i.e District Diet management Committee and the applicant and concluded within a period of (30) days from the date of receipt of the copy of this order till the period of (30) days status quo as on today regard supply of diet respondent no.4 in W.A.No. 554/2022 shall be continued".

In obedience to the directions issued in W.A.no. 554 of 2022 the DOMC convened a meeting on 19-09-2022 and heard Mrs.Deepika M.D Sahasra Diet Contractor about her plea to continue her Diet Contract till the completion of tenure i.e.(2) years with revised rates.

Both the parties not found the acceptable solution and the matter has been referred to the state level diet Management Committee on 20-09-2022.

7. It is respectfully submitted that the letter of award of contract issued to M/s Shivenari Canteen Services on 27-8-2022 and directed to take over the charge of Kitchen and enter in to the Contract agreement within 10 days from the receipt of the order. But He did not act immediately and not taken the possession of the Kitchen premises and the allegations made by the petitioner in the W.P No.10182 of 2023 under point no 7 is baseless as he has given the official letter to take over the charge of the Kitchen premises immediately but he failed to do so. Meanwhile M/s. Sahasra filed W.A.No. 554 of 2022 and they got the orders from the Hon'ble high Court to maintain status quo.

VI) The interim stay granted on 17.04.2023 in I.A.No.2 of 2023 reads as under:

"Taking into consideration the submissions of both counsel on record and also the specific averments made in the affidavit filed in support of I.A.No.2 of 2023 in W.P.No.10182 of 2023, there shall be stay of all further proceedings pursuant to the tender notification No.HDS/GHS/2023/1016, dated 01.04.2023 issued by

the 3rd respondent, till the date of pronouncement of final verdict."

The above stay is in force as on date.

6. **DISCUSSION AND CONCLUSON:**

- a) A bare perusal of the letter of Award of Contract dated 27.08.2022 issued in favour of the petitioner herein by the 3rd respondent clearly indicates that after due process of the tenders, the petitioner had been selected for Award of the Contract on certain specific conditions and further that the Contract is for two (02) years from the date of Agreement and supply activity shall commence within three days from the date of Agreement and the petitioner had to execute the Contract Agreement in two sets within 10 (ten) days from the date of receipt of the said letter dated 27.08.2022.
- b) It is not in dispute that the existing contractor had filed Writ Petition No.20391 of 2022 challenging his termination order and the same was dismissed by order dated 01.08.2022 and aggrieved by the same, the said contractor had preferred Writ Appeal No.554 of 2022 (extracted above) and the same was disposed of by order dated 29.08.2022 with a direction to resolve the disputes between the parties as per Article 11(b)

of the Agreement through best efforts by mutual discussions and further that though the Court directed that in the event the parties do not arrive at any acceptable solution within 30 days there shall be appeal to the State Level Committee and that the decision shall be final and binding on both the parties and till the period of 30 days *status quo* as on the date of the order i.e., 29.08.2022 as regard to supply of diet shall be continued.

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- Committee had not concluded the dispute resolution within the stipulated time as directed by the High Court and no Agreement was entered into in favour of the petitioner by virtue of the orders of the *status quo*, though, the letter of Award of Contract dated 27.08.2022 clearly stipulated that the petitioner had to execute the Contract Agreement in two sets within ten (10) days from the date of receipt of letter of Award of Contract dated 27.08.2022.
- d) A bare perusal of the contents of the proceedings dated 27.02.2023 vide Rc.No.3552/HDS/GHS/2022-23/604 (extracted above), clearly indicates that explanation had been called upon from the petitioner on the ground that security

deposit submitted by the petitioner to participate in the diet tender dated 16.08.2022 was drawn by one Sri Koduri Suresh Babu, who is an unsuccessful bidder for the same tender and also accused in FIR No.98 of 2021 in Niloufer Diet misappropriation case. Further, the petitioner was called upon to give petitioner's explanation about his connection with the said Sri Koduri Suresh Babu, who has paid his security deposit. A bare perusal of the proceedings dated 27.02.2023 of the 5th respondent further indicates that the explanation of the petitioner should be submitted within three (03) days failing which action would be initiated against the petitioner presuming that the petitioner had no explanation to offer in response to the said notice dated 27.02.2023 issued by the 5th respondent. The petitioner submitted a detailed explanation on 04.03.2023 stating that the Earnest Money Deposit (EMD) was submitted in the right way and that petitioner Mr. Suresh had requested Babu, to adjust money or draw the Demand Draft as a hand loan, and based on petitioner's request, the said Suresh Babu had drawn the demand draft and given the amount to the

petitioner and the petitioner had repaid back the amount to him on 16.11.2022.

- A bare perusal of paras 5 and 7 of the counter e) affidavit filed by the respondents (referred to and extracted above) clearly discloses the above referred facts pertaining to Writ Petition No.20391 of 2022 and Writ Appeal No.554 of 2022. This Court opines that the order impugned dated 01.04.2023 in Rc.No.GHS/2023/1026 and subsequent Tender Notification No.HDS/GHS/2023/1016, date 01.04.2023 need to be set aside for the following reasons:
- 1) Though the letter of Award of Contract dated 27.08.2022 had been issued to the petitioner by the 5th respondent informing the petitioner that after due process of the tenders, the petitioner had been selected for Award of the Contract and further that the Contract is for a period of two (02) years from the date of Agreement and the Contract Agreement had to be executed within ten (10) days from the date of receipt of the letter of Award of Contract dated 27.08.2022, fact remains as borne on record, the respondents however, did not initiate any steps in this regard in view of

the orders of the Division Bench of this Court dated 29.08.2022 passed in Writ Appeal No.554 of 2022 and no Agreement had been admittedly entered into between the petitioner and the respondents herein in view of the orders of the *status quo* passed by the High Court;

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- II) The order impugned in Rc.No.GHS/2023/1026 dated 01.04.2023 is an unreasoned order, it does not assign one single reason in cancelling the Award of Contract for Diet supply in Gandhi Hospital, Secunderabad to the petitioner herein; and the same admittedly is a unilateral and irrational decision which is in clear violation of principles of Natural Justice.
- III) The order impugned in Rc.No.GHS/2023/1026 dated 01.04.2023 is passed without application of mind in a routine mechanical manner without even considering the petitioner's explanation dated 04.03.2023 submitted by the petitioner in response to the notice dated 27.02.2023 issued to the petitioner herein calling upon the petitioner's explanation;
- IV) In Black's Law Dictionary, 5th Edition, 'reason' has been defined as a "faculty of the mind by which it

distinguishes truth from falsehood, good from evil, and which enables the possessor to deduce inferences from facts or from propositions".

'Reason' means the faculty of rational thought rather than some abstract relationship between propositions and by this faculty, it is meant the capacity to make correct inferences from propositions, to size up facts for which they are and what they imply, and to identify the best means to some end, and, in general, to distinguish what we should believe from what we merely do believe.

V) In S.N. Mukherjee v. Union of India, AIR 1990 SC 1984, the apex Court held that keeping in view the expanding horizon of the principles of natural justice, the requirement to record reasons can be regarded as one of the principles of natural justice which governs exercise of power by administrative authorities. Except in cases where the requirement has been dispensed with expressly or by necessary implication, an administrative authority is required to record reasons for its decision.

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VI) In Raj Kishore Jha v. State of Bihar, JT 2003 (Supp.II) SC 354, the apex Court has held that "reason" is the heart beat of every conclusion and without the same it becomes lifeless. The same view has also been taken in State of Orissa v. Dhaniram Luhar, JT (2004) 2 SC 172.

VII) In Menaka Gandhi v. Union of Inida, AIR 1978 SC 597, the apex Court held as follows:

"The reasons, if disclosed, being open to judicial scrutiny for ascertaining their nexus with the order, the refusal to disclose the reasons would equally be open to the scrutiny of the Court; or else, the wholesome power of a dispassionate judicial examination of executive orders could with impunity be set at naught by an obdurate determination to suppress the reasons"

VIII) The Apex Court in the judgment reported in (1978) 1 SCC 405 in "Mohinder Singh Gill and another v. The Chief Election Commissioner, New Delhi and others" at para 8 observed as under:

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¹ (1978)1 Supreme Court Cases 405

"8. The second equally relevant matter is that when a statutory functionary makes an order based on certain grounds, its validity must be judged by the reasons so mentioned and cannot be supplemented by fresh reasons in the shape of affidavit or otherwise. Otherwise, an order bad in the beginning may, by the time it comes to Court on account of a challenge, get validated by additional grounds later brought out. We may here draw attention to the observations of Bose, J. In Gordhandas Bhanji:

Public orders, publicly made, in exercise of a statutory authority cannot be construed in the light of explanations subsequently given by the officer making the order of what he meant, or of what was in his mind, or what he intended to do. Public orders made by public authorities are meant to have public effect and are intended to affect the actings and conduct of those to whom they are addressed and must be construed objectively with reference to the language used in the order itself.

Orders are not like old wine becoming better as they grow older."

- In Padfield v Minister of Agriculture, Fisheries and Food, (1968) 1 All ER 694 (HL), it has been held a failure to give reasons may permit the Court to infer that the decision was reached by reasons of an error in law.
- X) This Court opines that the reasons given in the Notice dated 27.02.2023 calling upon the petitioner's explanation do not find place at all in the order impugned dated 01.04.2023 vide Rc.No.GHS/2023/1026 of the 5th respondent and the only reason given in the order impugned is that the 5th respondent has referred minutes of State Level Diet Management Committee Meeting held on 29.03.2023 which had resolved to cancel the award of diet contract to the petitioner and to go for fresh tenders and hence, the Award of Diet Contract to the petitioner is cancelled.
- XI) This Court also takes note of the fact that it is only in the counter affidavit filed on behalf of the respondents at para '7' (extracted above), a plea is taken by the respondents that the petitioner did not act immediately and had not taken the possession of the kitchen premises. It is in fact pleaded by the learned

counsel for the respondents before this Court that the petitioner did not comply with sub clause (b) of Clause 1 of the letter of Award of Contract dated 27.08.2022 issued in favour of the petitioner that the petitioner had to execute the contract Agreement in two sets within (10) days from the date of receipt of the letter of Award of contract dated 27.08.2022 and the petitioner failed to do so and therefore, the petitioner could not proceed with the said work. This submission of the learned counsel for the respondents cannot be accepted in view of the averment, made specifically at para '5' of the counter affidavit filed by the respondents (extracted above) in the present writ petition. The plea taken by the learned counsel for the respondents that the petitioner did not comply with sub clause (b) of Clause 1 of the letter of Award of Contract dated 27.08.2022 does not find place even in the Notice dated 27.02.2023 issued by the 5th respondent to the petitioner calling upon the petitioner to petitioner's explanation within three (03) days or in the impugned order passed by the 5th respondent in

Rc.No.GHS/2023/1026 dated 01.04.2023 and the said plea is totally unacceptable and the same is rejected in view of the observations of the Apex Court in Mohinder Singh Gill's case (referred to and extracted above).

- XII) This Court opines that recording of reason ensures that justice is not only done but is also be seen to be done. Recording of reasons also operates as a legitimate restraint on any possible arbitrary exercise of judicial or quasi-judicial or administrative power by any authority and as such is a facilitator of Rule of Law.
- XIII) This Court is of the firm opinion that the reasons and circumstances for passing order impugned is unexplained in the order impugned dated 01.04.2023 vide Rc.No.GHS/2023/1026 of the 5th respondent and the same is irrational, unilateral, arbitrary, in clear violation of principles of natural justice and vitiated too and hence is liable to be set aside. Reason is the soul of justice. Any order passed, whether in the exercise of judicial or administrative powers vested in the Authority, must be speaking and the same requires

recording of reasons in support of the conclusions arrived at in the order and failure to give reasons tantamount to denial of justice.

XIV) Taking into consideration the aforesaid facts and circumstances, and the law laid by the Apex Court in the various judgments i.e. (1) In S.N. Mukherjee v. Union of India, reported in AIR 1990 SC 1984, (2) In Raj Kishore Jha v. State of Bihar, reported JT 2003 (Supp.II) SC 354, (3) In Menaka Gandhi v. Union of Inida, reported in AIR 1978 SC 597, (4) In "Mohinder Singh Gill and another v. The Chief Election Commissioner, New Delhi and others reported in (1978) 1 SCC 405, and (5) In Padfield v Minister of Agriculture, Fisheries and Food, reported in (1968) 1 All ER 694 (HL) (referred to and extracted above), the writ petition is allowed, and the proceedings in Rc.No.GHS/2023/1026, dated 01.04.2023 of the 5th respondent cancelling the letter of Award of Contract dated 27.08.2022 issued in favour of the petitioner and

subsequent Tender Notification No.HDS/GHS/2023/ 2016 dated 01.04.2023 are set aside.

XV) A bare perusal of the contents of the representation dated 27.12.2022 of the petitioner addressed to the 3rd respondent clearly indicates that the petitioner requested to allot contract for diet supply in Gandhi Hospital, Secunderabad to the petitioner as per the allotment order vide Rc.No.HDS/GHS/2022/ 964 dated 27.08.2022 of the 5th respondent and also as per the letter of Award of contract dated 27.08.2022 issued to the petitioner, and that in spite of the petitioner's repeated requests, the possession of the subject premises was not handed over to the petitioner for supply of diet. The respondents are further directed to consider petitioners representation 27.12.2022 pertaining to handing over the possession of kitchen (subject premises) for diet supply in Gandhi Hospital to the petitioner herein, within two weeks from the date of receipt of the copy of the order and

pass appropriate orders duly communicating the

decision to the petitioner.

Miscellaneous petitions if any, pending shall stands

closed. However, there shall be no order as to costs.

SUREPALLI NANDA, J

Date: 25.04.2022

Note: L.R. copy to be marked

b/o yvkr/kvrm