

GAHC010069592026



2026:GAU-AS:5243

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1974/2026

MS GREAT EASTERN CARGO CARRIERS
REPRESENTED BY ITS PROPRIETOR JOHNEY OBEROI, AGED ABOUT 40
YEARS S/O HARSH KUMAR OBEROI A-7, 2ND FLOOR, ASHOK VIHAR, H.O
NORTH WEST DELHI PHASE 3, DELHI, PIN-110052.

VERSUS

THE FOOD CORPORATION OF INDIA AND 3 ORS
REPRESENTED BY ITS CHAIRMAN-CUM MANAGING DIRECTOR,
BARAKHAMBA ROAD, NEW DELHI, PIN-110006.

2:THE GENERAL MANAGER (REGION)
FOOD CORPORATION OF INDIA
REGIONAL OFFICE
ASSAM REGION
PALTANBAZAR
GUWAHATI
ASSAM
PIN-781008.

3:THE ASSISTANT GENERAL MANAGER (CONTRACT)
FOOD CORPORATION OF INDIA
REGIONAL OFFICE
ASSAM REGION
PALTANBAZAR
GUWAHATI
ASSAM
PIN 781008.

4:THE DIVISIONAL MANAGER
FOOD CORPORATION OF INDIA
DIVISIONAL OFFICE
K.B.ROAD
NORTH LAKHIMPUR

ASSAM
PIN- 787001

Advocate for the Petitioner : MR A C BORBORA, MS. N DEY,MR. N SAIKIA,MR S A HUSSAIN,MRS. R BORBORA

Advocate for the Respondent : SC, F C I,

**BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY**

ORDER

Date : 07.04.2026

Heard Mr. A.C. Borbora, learned Senior Counsel assisted by Ms. N. Dey, learned counsel for the petitioner; and Mr. B.K. Singh, learned Standing Counsel, FCI for all the respondents.

2. The facts which are not in dispute, can be narrated, briefly, at first. By a Notice Inviting Tender [NIT] dated 24.12.2024, a tender process was initiated for appointment of Transport Contractors in a number of works on regular basis for a period of two years. In the tender process, the petitioner emerged as the successful bidder for the Road Transport Contract, 'Ex-FCI Siding Archipathar Complex to FSD Pasighat via Weighbridge' on regular basis for a period of two years and a Letter of Appointment [LoA] dated 17.05.2025 was issued to the petitioner. On issuance of the Letter of Appointment [LoA], the petitioner deposited the security deposit and the performance guarantee as required by the respondent FCI. After completion of the requisite formalities, the petitioner started operating as the Road Transport Contractor from Ex-FCI Siding Archipathar Complex to FSD Pasighat via Weighbridge.

3. It is the case of the petitioner that due to many hurdles faced consistently at FCI Siding Archipathar Complex as well as at the destination point at FSD Pasighat, the petitioner could not achieve the desired level of performance in the initial months. Subsequently, the performance of the petitioner had improved. During the interregnum, a number of notices were issued to the petitioner from time to time urging the petitioner to improve his

performance. However, after a Final Notice dated 12.01.2026, the Road Transport Contract has been terminated with immediate effect by an Order of Termination dated 09.03.2026. Apart from the Order of termination of the Road Transport Contract, the respondent FCI authorities have resorted to forfeiture of security deposit and the bank guarantee. In addition, the petitioner has been debarred for a period of two years from 09.03.2026 without prejudice to any other rights that the respondent FCI might have under the contract and law.

4. According to the petitioner, the respondent FCI authorities did not stop by the act of termination only as they have proceeded further to publish two NITs, one for Ad-hoc Road Transport Contract for the same route and the other for Road Transport Contract on regular basis for the un-expired period. The petitioner is further aggrieved by the clause incorporated in the two NITs which has stipulated that the Ad-hoc Road Transport Contract as well as the regular Transport Contract would be awarded to the successful bidders at the risk and cost of the petitioner.

5. It is submitted by Mr. Borbora, learned Senior Counsel for the petitioner that though in terms of the impugned Termination Order dated 09.03.2026 the petitioner has approached the Grievance Redressal Committee by filing an appeal on 16.03.2026 the appeal has not been disposed of till date and the petitioner is facing the consequence of award of the two contracts at his risk and cost. In the appeal, the petitioner has also sought for an interim order to stay the impugned Termination Order dated 09.03.2026. The learned Senior Counsel for the petitioner has submitted that if either of the two contracts are awarded in the meantime without the appeal being decided, the prayer for suspension of the Order of Termination dated 09.03.2026 would become infructuous.

6. Mr. Singh, learned Standing Counsel, FCI has submitted, in response, that similar issues had arisen in a writ petition, W.P.[C] no. 5776/2024 wherein the Road Transport Contract awarded to the petitioner therein was terminated apart from an Order of Debarment for a period of two years and forfeiture of security deposit, etc. in terms of the clauses in the Model Tender Form [MTF]. A Termination Order dated 19.10.2024 was challenged in the said writ petition. The petitioner therein had also preferred an appeal before the Grievance

Redressal Committee on 25.10.2024 against the impugned Termination Order dated 19.10.2024. A similar grievance was made in the writ petition on behalf of the petitioner therein that the Grievance Redressal Committee had not acted to take up the appeal for consideration. The said writ petition was not entertained by the coordinate Bench. However, certain observations were made in the Order dated 08.11.2024, whereby the writ petition was disposed of and those observations are also relevant in the present case.

7. Having gone through the Order dated 08.11.2024 passed by the coordinate Bench in W.P.[C] no. 5776/2024, there appears to be no apparent dissimilarity with the case of the petitioner therein with the case of the petitioner herein. The coordinate Bench while not entertaining the writ petition on the given facts and circumstances of the said case, has observed that since an appeal filed by the petitioner before the Grievance Redressal Committee in terms of MTF, for redressal of his grievance is pending, the appeal requires to be given due consideration by the Grievance Redressal Committee. Observing that two parallel proceedings in the forms of a writ petition and another in the form of an appeal, on the same issues, should not be allowed to be pursued by the petitioner, the writ petition was not entertained on the ground that the petitioner has already availed the alternative remedy before the Grievance Redressal Committee and therefore, the Grievance Redressal Committee shall dispose of the said petitioner's appeal at the earliest.

8. In view of the said decision of the coordinate bench, this Court is also of the view that since entertaining the writ petition would amount to continuation of two parallel proceedings, this petition should also be not entertained at this stage. Since the petitioner has preferred an appeal against the impugned Order of Termination dated 09.03.2024 promptly, the said appeal is to be taken up by the Grievance Redressal Committee in the right earnest for expeditious consideration as the issues relating to award of the two contracts at the cost and risk of the petitioner is interlinked. In the appeal, the petitioner is seemed to have taken a number of grounds which requires consideration on merits. Therefore, it is directed that the Grievance Redressal Committee shall take up the appeal filed by the petitioner on 16.03.2026 for its expeditious consideration and to dispose of the appeal by way of a speaking order as expeditiously as possible. While considering the appeal, the Committee shall also consider the

grounds urged by the petitioner in the appeal.

9. Mr. Singh, learned Standing Counsel, FCI has submitted that a period till 24.04.2026 will be sufficient and reasonable for the Grievance Redressal Committee to dispose of the appeal upon consideration of all the grounds raised by the petitioner in the appeal on its own merits.

10. Therefore, it is directed that the Grievance Redressal Committee shall dispose of the appeal by way of a speaking order on or before 24.04.2026. The order to be passed by the Grievance Redressal Committee shall immediately be communicated to the petitioner in its registered e-mail. If for any reasons beyond its control, the Grievance Redressal Committee is not able to dispose of the appeal before 24.04.2026, then the Grievance Redressal Committee shall give its consideration on the interim prayer made by the petitioner within 24.04.2026. If the petitioner wants to avail an opportunity of personal hearing, the same can be intimated to the Grievance Redressal Committee within a period of seven days from today.

11. If after the order passed by the Grievance Redressal Committee, the petitioner finds itself aggrieved in any manner, the liberty stands reserved to the petitioner to avail appropriate remedy as permissible under the law.

12. With the observations made and directions given above, the writ petition is disposed of. There is no order as to cost.

JUDGE

Comparing Assistant