

IN THE SUPREME COURT OF BANGLADESH  
HIGH COURT DIVISION  
(SPECIAL ORIGINAL JURISDICTION)

**Writ Petition No. 1298 OF 2020**

In the matter of:

An application under article 102 of the  
Constitution of the People's Republic of  
Bangladesh.

AND

In the matter of:

Md. Ferdous Sarder

....Petitioner

-Versus-

Bangladesh, represented by the Secretary,  
Ministry of Local Government, Rural  
Development and Co-operatives, Local  
Government Division, Bangladesh Secretariat,  
Shahabagh, Dhaka and others

..... Respondents

Mr. Ruhul Amin, Advocate

..... For the Petitioner

None appears

.... For the respondents

**The 14<sup>th</sup> September, 2021**

**Present:**

**Mr. Justice Md. Khasruzzaman**

**and**

**Mr. Justice Md. Mahmud Hassan Talukder**

**Md. Khasruzzaman, J:**

On an application under article 102 of the Constitution, the  
Rule Nisi was issued calling upon the respondents to show cause

as to why the impugned tender notice bearing memo No. 05.43.3813.000.10.001.2020-111 dated 23.01.2020 signed by the respondent No. 5 published in the Daily “Prothom Alo” newspaper on 26.01.2020 for leasing out “গোপীনাথপুর হাট-বাজার” situated within Upazila: Akkelpur, District: Joypurhat for the year of 1427 B.S. should not be declared to have been done without lawful authority and is of no legal effect and as to why a direction should not be given upon the respondent Nos. 3 and 5 to dispose of the petitioner’s application dated 05.01.2020 and/or to pass such other or further order or orders as to this Court may seem fit and proper.

At the time of issuance of the Rule Nisi on 04.02.2020, the operation of the impugned Memo No. 05.43.3813.000.10.001.2020-111 dated 23.01.2020 so far it relates to ‘গোপীনাথপুর হাট-বাজার’ was stayed for a period of 6 (six) months and thereafter the same was extended time to time.

Facts of the present case in short are as follows:

The respondent No.5 published a tender notice on 15.01.2019 for leasing out the “গোপীনাথপুর হাট-বাজার” situated within Upazila: Akkelpur, District: Joypurhat for the year of 1426 B.S. and the petitioner participated in the said tender and became

highest bidder and got lease of the said hat-bazaar for 1427 B.S. and he deposited lease money, VAT and taxes. But the respondents did not enter into a contract with the petitioner and possession was not handed over to him. In the meantime said lease period was expired. Thereafter, the petitioner served demand justice notice upon the respondent Nos. 3 and 5 and requested them to hand over the hat-bazaar to him and to enter into a contract. But the respondents did not consider his application as well as demand justice notice. Thus he filed the present writ petition, and a Rule was issued and an interim order of stay was granted.

Mr. Ruhul Amin, the learned Advocate for the petitioner submits that he deposited the lease money of the said hat-bazaar for the year 1426 B.S. But the respondents failed to handover the possession of the hat-bazaar to the petitioner and thus the petitioner never enjoyed the hat-bazaar. Accordingly, he faced a huge financial loss due to the fault of the respondents and as such he is entitled to return his deposited money along with compensation which has been suffered.

Notices were served upon the respondents but they did not file any affidavit-in-opposition to controvert the facts as stated in the writ petition.

We have gone through the Rule issuing term and it appears that the Rule Nisi was issued as to why the leasing out of the hat-bazar in question for the year 1427 B.S. should not be declared without lawful authority and is of no legal effect.

It is stated that the petitioner became highest bidder of the said hat-bazar for the year 1426 B.S. But no contract was signed between the parties. Thus the petitioner has no right to challenge the leasing out the said hat-bazar for the year 1427 B.S. The petitioner's remedy is elsewhere.

Accordingly, the *Rule Nisi* is discharged.

The order of stay granted at the time of issuance of Rule is hereby recalled and vacated.

Communicate the order at once.

**Md. Mahmud Hassan Talukder, J.**

I agree.