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

WRIT PETITION NO. 11651 OF 2024.

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. Delwar Hossain Dulal,
..... Petitioner.
-Versus-
Bangladesh and others.
..... Respondents.
Mr. Md. Taizul Islam, Advocate
..... For the Petitioner.
Mr. Khaled Hamid Chowdhury, Senior Advocate
..... For the Respondent No. 1.

Mr.Akhtar Hossain Md. Abdul Wahab, D.A.G. with
Mr. Al Faishal Shiddique, DAG
Mr. Rakib Hossain, AAG
Mr. Golam Rajib, AAG and
Md. Fuad Hasan, AAG
..... For the Respondents.

Present:
Mr. Justice Md. Toufiq Inam
And
Mr. Justice Mahmud Hasan

Heard On: 05.11.2026, 11.11.2026 and

Judgment Delivered On: 18.11.2026.

Md. Toufiq Inam, J:

Upon an application under Article 102 of the Constitution of the People's Republic of Bangladesh, this Rule Nisi was issued calling upon the respondents to show cause as to why the impugned Memo

No. 49.00.0000.060.00.015.2023.340 dated 23.09.2024, purportedly issued and signed by Respondent No. 5 (Annexure-I), should not be declared to have been issued without lawful authority and to be of no legal effect, and as to why a direction should not be given upon Respondent No. 1 to extend the tenure of the contract with the petitioner's firm, namely, "Pima Associates Limited", for a further period of one year, that is, from 01.10.2024 to 30.09.2025, in accordance with the provisions of the Public Procurement Rules, 2008, and/or such other or further order or orders as to this Court may seem fit and proper.

Subsequently, a supplementary Rule Nisi was issued calling upon the respondents to show cause as to why the Memo dated 30.10.2024, issued and signed by Respondent No. 5 (Annexure-K), reaffirming the decision not to extend the tenure of the agreement, should not be declared to have been issued without lawful authority and to be of no legal effect, and/or such other or further order or orders as to this Court may seem fit and proper.

The relevant facts, in brief, are that the petitioner entered into an agreement with the Government, represented by Respondent No. 1, for a period of one year, commencing from 01.10.2022 and ending on 30.09.2023, whereby the petitioner undertook to supply manpower to be engaged as outsourcing workers in different Government offices, in accordance with the terms and conditions of the agreement. The said contractual arrangement was subsequently extended and remained valid up to 30.09.2024.By the impugned memorandum dated 23.09.2024, the petitioner was informed that it should not supply manpower beyond the expiry of the contractual period on 30.09.2024.

Being aggrieved by the said decision, the petitioner approached this Court by filing the instant writ petition and obtained the present Rule Nisi along with an interim order directing the parties to maintain status quo on 30.09.2024. The said interim order continued to remain in operation during the pendency of the proceedings, including when the supplementary Rule was issued challenging the subsequent memorandum dated 30.10.2024.

Mr. Md. Taizul Islam, the learned Advocate appearing for the petitioner, submits that the impugned memorandum was issued without serving any prior notice upon the petitioner. He further submits that the agreement executed between the parties contains a specific provision requiring one month's prior notice before termination of the agreement. According to him, the respondents, without complying with the said contractual provision, could not have issued the impugned memorandum declaring that the manpower supplied by the petitioner would no longer be required. He contends that the action of the respondents is arbitrary, unlawful and contrary to the express terms and conditions of the agreement.He further submits that the petitioner had been supplying manpower to different Government offices in accordance with the agreement and that the respondents ought to have extended the contractual arrangement for a further period of one year. He, therefore, submits that the impugned memoranda are liable to be declared unlawful and that the respondents should be directed to extend the tenure of the agreement up to 30.09.2025.

On the other hand, Mr. Khaled Hamid Chowdhury, the learned Senior Advocate appearing for Respondent No. 1, upon filing an affidavit-in-opposition, submits that the initial agreement between the parties was executed for a definite period of one year, which was

subsequently extended up to 30.09.2024. He contends that the respondents did not terminate the agreement during its subsistence; rather, the contractual relationship came to an end upon expiry of the stipulated period. Therefore, the question of serving one month's prior notice, as contemplated in the agreement in the event of termination, does not arise in the facts and circumstances of the present case.He further submits that the petitioner, being a manpower-supplying agency, had no vested or enforceable right to insist upon continuation or renewal of the agreement beyond the period expressly agreed upon by the parties. The mere fact that the petitioner had previously been engaged to supply manpower to different Government offices does not create any legal obligation upon the Government to renew the agreement. Accordingly, he prays for discharging the Rule.

We have considered the rival submissions advanced by the learned Advocates for the parties, perused the writ petition, the affidavit-in-opposition, the supplementary affidavit and the relevant terms and conditions of the agreement.

At the outset, it is necessary to appreciate the nature of the contractual relationship between the parties. It is evident from the materials on record that the agreement was executed for a specific and limited duration. Although the original agreement was for one year commencing from 01.10.2022, the same was subsequently extended and remained valid up to 30.09.2024. Thus, the duration of the contractual engagement was expressly determined by the parties.

The first question, therefore, is whether the respondents were under an obligation to serve one month's prior notice before allowing the agreement to expire on 30.09.2024.In addressing this question, we

consider it necessary to distinguish between premature termination of a subsisting contract and the natural expiry of a contract upon completion of its agreed duration. These are two legally distinct situations and cannot be treated as interchangeable.

Where a contract contains a provision requiring one month's prior notice for termination, such a provision ordinarily governs a situation in which either party seeks to bring the contractual relationship to an end before the expiry of the agreed period. However, where the parties have expressly stipulated a definite period for which the agreement shall remain operative, the contractual relationship ordinarily comes to an end upon completion of that period by efflux of time, unless the agreement itself provides otherwise.

In the present case, the respondents did not terminate the agreement before 30.09.2024. Rather, the agreement remained operative throughout its stipulated period and came to an end upon expiry of the said date. The impugned memorandum dated 23.09.2024, therefore, cannot be construed as an order of premature termination of the agreement. It merely communicated the decision of the Government that the manpower supplied by the petitioner under the agreement would no longer be required beyond the contractual period.The provision requiring one month's prior notice cannot, in the absence of any express stipulation to that effect, be construed as creating an additional obligation upon the respondents to issue a notice before the natural expiry of a fixed-term agreement. Such an interpretation would amount to reading into the agreement a condition which the parties themselves did not incorporate.

We are, therefore, unable to accept the submission of the learned Advocate for the petitioner that the absence of one month's prior notice, by itself, renders the impugned memorandum unlawful. Since the agreement was allowed to run its full contractual course, the respondents were not required to invoke the contractual provision relating to premature termination.

The next question is whether the petitioner acquired any enforceable right to claim renewal or extension of the agreement for a further period of one year.It is well settled that a contractual arrangement for a fixed period does not, by itself, create an indefeasible right in favour of either contracting party to demand its renewal upon expiry. The right to perform contractual obligations during the agreed period is distinct from a right to compel the other contracting party to renew the agreement for a further period.

The petitioner, being a manpower-supplying agency, entered into the agreement with the Government for the performance of specified contractual obligations during a defined period. The petitioner was entitled to the benefits and consideration arising out of the agreement in accordance with its terms. However, such contractual entitlement cannot be extended to create a further right to continue the arrangement beyond the stipulated period, unless the agreement or the applicable law expressly confers such a right.

The fact that the petitioner had been supplying manpower to different Government offices and that the services so provided were useful or beneficial to the concerned offices cannot, by itself, create a legal obligation upon the Government to renew the agreement. The usefulness of a contractual service and the legal entitlement to insist upon its continuation are two different matters.

We are also mindful that the Government, while entering into contractual arrangements, is required to act fairly, transparently and in accordance with the applicable laws and rules. However, the requirement of fairness in governmental action does not mean that every fixed-term contractual arrangement must necessarily be renewed upon expiry. Nor does it confer upon a contracting agency an automatic or vested right to demand renewal merely because it has satisfactorily performed its contractual obligations during the subsistence of the agreement.

The petitioner has particularly relied upon the provisions of the Public Procurement Rules, 2008. However, no specific provision has been shown to us which confers upon the petitioner an unconditional or automatic right to obtain a further extension of the agreement beyond 30.09.2024. The provisions governing public procurement cannot be interpreted to mean that a contracting authority is invariably bound to renew a contract merely at the request of the existing service provider. Any extension must be supported by the applicable contractual provisions and the relevant procurement rules.

In the absence of any such enforceable right, this Court, in exercise of its jurisdiction under Article 102 of the Constitution, cannot ordinarily compel the Government to enter into or continue a contractual arrangement for a further period merely because the petitioner desires such continuation.

There is another significant aspect of the matter which requires consideration.The petitioner specifically sought a direction upon the respondents to extend the tenure of the agreement for a further period of one year, commencing from 01.10.2024 and ending on

30.09.2025. In other words, the substantive relief sought by the petitioner was confined to a period ending on 30.09.2025.It is an admitted position that this Court, while issuing the Rule Nisi, passed an interim order directing the parties to maintain status quo on 30.09.2024. The said interim order remained operative throughout the pendency of the proceedings and continued until today, 18.11.2026.Consequently, the petitioner remained under the protection of the interim order during the entire period for which the extension was originally sought. The period from 01.10.2024 to 30.09.2025, which constituted the subject matter of the petitioner's prayer for extension, has already elapsed.

In this context, we consider it necessary to clarify the legal effect of the interim order. An interim order is essentially intended to preserve the subject matter of the litigation and maintain the existing position until the rights and liabilities of the parties are finally determined. Such an order does not, by itself, create or confer any substantive right upon a party which was otherwise unavailable under the contract or the applicable law.

The order of status quo was passed as an interim protective measure pending adjudication of the legality of the impugned decision. It cannot be construed as a final determination that the petitioner had acquired a right to renewal of the agreement or that the respondents were legally bound to extend the contractual period. Equally, the continuance of the interim order during the pendency of the proceedings cannot be treated as an independent source of contractual entitlement.

At the same time, the fact remains that the interim order continued to operate until 18.11.2026, whereas the period for which the petitioner

sought extension ended on 30.09.2025. Thus, the entire period covered by the petitioner's prayer for extension has already passed during the subsistence of the interim protection granted by this Court.In such circumstances, no useful or effective purpose would now be served by issuing a further direction requiring the respondents to extend the agreement up to 30.09.2025. The Court cannot issue a prospective direction for a contractual period which has already expired. Nor would it be appropriate to grant a retrospective extension of the agreement merely on the basis that an interim order of status quo remained operative during the relevant period.

It is important to emphasise that an interim order cannot be converted into a final substantive contractual right merely because the proceedings remained pending for a considerable period. The interim protection granted by this Court must be understood in the context of its provisional nature and cannot, without a final adjudication establishing the petitioner's legal entitlement, be treated as an order of renewal or extension of the agreement.Accordingly, even if the petitioner continued to enjoy the benefit of the interim order during the period from 01.10.2024 to 30.09.2025, such benefit cannot be construed as a judicial determination of an entitlement to renewal. The legal consequences of any services actually rendered or accepted during the subsistence of the interim order are, however, a separate matter and must be dealt with in accordance with the terms of the agreement and the applicable law.

We are, therefore, of the considered view that the petitioner's prayer for a direction to extend the tenure of the agreement up to 30.09.2025 has, by passage of time and the subsequent events during the pendency of the proceedings, lost its prospective utility. There is

no occasion for this Court to issue a direction for extension of a contractual period which has already elapsed, particularly when the petitioner remained protected by the interim order throughout the period in question.

As regards the supplementary Rule challenging the subsequent memorandum dated 30.10.2024, we find that the said memorandum merely reaffirmed the decision of the respondents not to extend the contractual arrangement. Since we have already found that the petitioner had no enforceable right to compel renewal of the agreement and that the respondents were not required to issue a separate termination notice before its natural expiry, the subsequent reaffirmation of that decision does not give rise to any independent legal ground warranting interference by this Court.

In view of the foregoing discussion, we are unable to find any illegality or legal infirmity in the impugned memoranda dated 23.09.2024 and 30.10.2024 warranting interference by this Court in exercise of its jurisdiction under Article 102 of the Constitution.

Before parting with the matter, however, we consider it appropriate to observe that the discharge of the Rule shall not absolve the concerned respondents of their contractual obligation to make payment of any outstanding dues lawfully payable to the petitioner in respect of the manpower actually supplied and services rendered under the agreement, including any services accepted by the concerned authorities during the subsistence of the interim order, if such dues remain unpaid.Such payment shall be determined strictly in accordance with the terms and conditions of the agreement and the applicable law.

In view of the above, we find no merit in the Rule.

Accordingly, the Rule is discharged.The interim order of status quo granted earlier by this Court stands vacated.

Respondent No. 1 is directed to take necessary steps to ascertain and pay the outstanding contractual dues, if any, payable to the petitioner in respect of the manpower actually supplied and services rendered under the agreement and accepted by the concerned authorities, in accordance with the terms and conditions of the agreement and the applicable law, within 60 (sixty) days from the date of receipt of a certified copy of this judgment.

There shall, however, be no order as to costs.

Communicate this judgment to the respondents concerned at once.

(Md. Toufiq Inam)

Mahmud Hasan, J:

I agree.

(Mahmud Hasan)

Ashraf/ABO.