



SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			<u>WPSB/447/2024</u> Col Rajesh Tandon --Petitioner Versus Union Of India --Respondent <u>Hon'ble Manoj Kumar Tiwari, J.</u> <u>Hon'ble Pankaj Purohit, J.</u> 1. Mr. Raghav Arora, Advocate holding brief of Mr. Akshay Latwal, learned counsel for the petitioner. 2. Mr. Atul Bhatt, learned Central Government Standing Counsel for the State of Uttarakhand. 3. Petitioner was appointed as Officer In-charge in a Poly Clinic run by Ex-Servicemen Contributory Health Scheme (ECHS) for a term of one year vide order dated 06.04.2023. His contractual engagement was terminated by Station Commander vide order dated 18.12.2023. The reason indicated in the termination order is petitioner's 'unsatisfactory performance'. Thereafter, another order was passed on 01.05.2024 by Managing Director, ECHS. In para 2 of that order, it was provided that name of petitioner shall be placed in ineligible list and he shall be permanently banned for future employment in ECHS Poly Clinics throughout the country. Thus, feeling aggrieved, petitioner has approached this Court challenging the orders dated 18.12.2023 & 01.05.2024. 4. Learned counsel for the petitioner submits that petitioner was not given any opportunity of hearing, and his contract was terminated on the ground that Station Commander was not satisfied with his



		performance. He submits that the opinion, if any, formed by Station Commander is subjective and is not based on material available on record. He submits that subsequent order passed by Managing Director, ECHS on 01.05.2024 is also illegal, as it is stigmatic and was passed without providing any opportunity of hearing. 5. Learned counsel for petitioner points out that the effect of order dated 01.05.2024 is that petitioner is blacklisted for all times to come and he cannot get employment in any ECHS Poly Clinic throughout the country. Thus, it is contended that said order has serious civil consequences to the petitioner, therefore, it could not have been passed without affording reasonable opportunity of hearing. He further submits that the termination order dated 18.12.2023 was also passed without affording opportunity of hearing and in the absence of material for forming an opinion regarding the performance of the petitioner. He further submits that such termination order cannot be relied upon for blacklisting the petitioner by a subsequent order. 6. Since petitioner was appointed in 2023 for a term of one year, therefore, he cannot be reinstated in service even if the termination order is set aside. This Court is, therefore, not going into the question whether there was some material for forming adverse opinion against him. 7. This Court finds substance in the contention that petitioner was not heard at any stage, while passing impugned order on 18.12.2023 or second order on 01.05.2024, therefore, the order of blacklisting passed against him cannot be sustained in the eyes of law, as it was passed in absolute disregard of principle of natural justice.
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			8. Learned counsel for Union of India then placed reliance upon clause nos. 3 & 14 of the Agreement entered into between petitioner and Station Commander. 9. Reliance upon the aforesaid clauses is misplaced, as they do not rule out application of principles of natural justice. Law is well settled that whenever an administrative or quasi-judicial order entails civil consequences to a person, then that order can be passed only after affording opportunity of hearing to him. 10. Hon'ble Supreme Court in the case of <i>Mangilal vs. State of M.P.</i>, reported in (2004) 2 SCC 447, has held that principle of natural justice though cannot supplant the law, but certainly they can supplement it. Thus, the principles of natural justice has to be read into clause 14 of the Agreement. 11. Accordingly, the writ petition is partly allowed. The order dated 01.05.2024, whereby petitioner was blacklisted from getting employment in other ECHS Poly Clinics, is liable to be quashed and is hereby quashed. However, it shall be open to the Competent Authority to pass order, in terms of clause 14 of the Agreement, but only after affording reasonable opportunity of hearing to the petitioner. (Pankaj Purohit, J.) (Manoj Kumar Tiwari, J.) 31.07.2026 Aswal
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