

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2986 of 2015

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M/s Goswami Society Security Service Pvt. Ltd. Gola Bandh Road, Bhajan
Sah Market, Ward No. 19, Near Vanijya College, Muzaffarpur - 842001

.... Petitioner

Versus

1. The State of Bihar through its Principle Secretary, Home Department,
State of Bihar, Patna
2. The Director Science and Technology Department State of Bihar, Patna
3. The Principal , Govt. Polytechnic, Chhapra at Marhowrah, District -
Saran
4. The Sarvesh Security Gajiyabad, Uttar Pradesh

.... Respondents

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Appearance :

For the Petitioner : Mr. Shashi Bhushan Kumar, Advocate
For the State : Mr. Ashok Kumar Keshari, AAG 11

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CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

ORAL JUDGMENT

Date: 02-03-2015

I have heard learned counsel for the petitioner and the State.

Petitioner is aggrieved by the order contained in the letter dated 20.12.2014 issued by the Incharge, Principal, Government Polytechnic, Chapra at Madhaura, by which the contract of the petitioner for providing security guards and for maintaining cleanliness of the premises has been cancelled/terminated with effect from 20.01.2015 on monthly payment basis.

Learned counsel for the petitioner submits that the contract has been cancelled/terminated without granting any opportunity to the petitioner to show-cause or to explain its case and, thus, the

same is in violation of the principle of Natural Justice.

Per contra, Mr. Ashok Kumar Keshari, learned AAG 11, appearing for the State, submitted that the petitioner is bound by Clause 9 of the contract (part of Annexure 3) which provides that if the Principal is dissatisfied with the performance of the petitioner then he would have liberty to terminate the contract and, for such termination, a notice of 15 days is to be served and the agency will have no claim.

However, in my considered view, even for doing that it should either be expressed in the termination letter that the Principal is dissatisfied with the performance or a show-cause notice should have been issued to the petitioner for explaining his case but from perusal of Annexure 1 it appears that the contract of the petitioner has been terminated on the basis of a news published in newspaper that the Vigilance Department is making inquiry against the petitioner with respect to the conduct of the personnel of the petitioner deputed at Railway Pahiya Factory, Bela Dariapur, Saran.

I am constrained to hold that it cannot be a ground of termination of the contract even as per Clause 9 as there is no dissatisfaction expressed in the impugned letter indicating that the petitioner has failed to perform properly in the premises of the Government Polytechnic.

That being the situation, in my considered opinion, the impugned letter contained in Annexure 1 is not sustainable in law and as such, the same is quashed and set aside.

However, this order would not mean that the petitioner would automatically be entitled for extension of contract as it has been informed that the same is going to expire on 15th of March, 2015. Such issue would be dependent upon the terms of contract and desire of contracting parties.

Accordingly, this writ application stands allowed to the extent as indicated above.

(Dr. Ravi Ranjan, J)

SC/-

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