

**IN THE HIGH COURT OF JUDICATURE AT PATNA**

**Civil Writ Jurisdiction Case No.2275 of 2010**

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Rakesh Kumar Singh S/O Dineshwar Singh, R/O Mohalla Barapathar, P.O.+ P.S.+  
Distt.- Samastipur

.... .... Petitioner/s

Versus

1. Bihar State Electricity Board, Patna through its Chairman
2. Chief Engineer Area Board, Darbhanga
3. Electrical Superintending Engineer (Electricity Supply Circle) Bihar Electricity Board Samastipur Distt.- Samastipur
4. Electrical Assistant Engineer Electricity Supply Sub Division) Bihar State Electricity Board, Distt.- Samastipur

.... .... Respondent/s

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**Appearance :**

For the Petitioner/s : Mr. Shailendra Kumar

For the Respondent/s : Mr. Prakash Kumar

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**CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA**

ORAL JUDGMENT

**Date: 12-02-2015**

Heard the parties.

The petitioner is aggrieved by the order/ communication dated 30.06.2009 (Annexure-1) issued under the signature of the respondent Electrical Superintending Engineer (respondent no.3) whereby and whereunder franchisee granted to the petitioner by virtue of the agreement no. 4/2006-07 has been cancelled on the ground of the criminal case lodged against the petitioner for committing forgery and cheating as also for causing financial loss to the respondent Board. The Bank Guarantee for an amount of Rs. 1, 27,000/- has also been directed to be impounded by the respondents till final disposal of the criminal case.

From plain reading of the impugned order/ communication dated 30.06.2009 (Annexure-1), this Court finds that the rights of the petitioner flow from the agreement no. 4/2006-07. The validity or otherwise of the impugned communication/ order could have been

tested by this Court only after looking into the clauses of aforesaid agreement, but unfortunately, copy of that agreement has not been brought on the record by the petitioner.

In absence of copy of the aforesaid agreement, the issues raised in the present proceeding cannot be gone into. There is no dispute that the criminal case filed against the petitioner is still pending. In that view of the matter, the present writ petition has to fail and is, accordingly, dismissed.

However, this shall not come in the way of the petitioner in filing a fresh writ petition in the same subject matter after bringing on record the copy of the agreement as also all the subsequent developments, which have/ might have taken place during the interregnum period.

**(Birendra Prasad Verma, J)**

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