

**HIGH COURT OF CHHATTISGARH, BILASPUR****Writ Petition (C) No. 1876 of 2016**

M/s Mariyam Construction, Through : Proprietor Md. Haroon, aged about 34 years, son of late Shri M.D. Jakariya, R/o Ward No. 12, Haldibadi, P.S. Chirmiri, Tahsil Khadgawa, Revenue District & District Koriya- Baikunthpur (C.G.)

---- Petitioner

**Versus**

1. State of Chhattisgarh Through : The Secretary – Urban Administration Department, Mantralaya, Mahanadi Bhawan, New Raipur, District Raipur (C.G.)
2. Municipal Corporation, Through : The Commissioner, Municipal Corporation, Chirmiri, District Koriya- Baikunthpur (C.G.)

---- Respondents

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| For Petitioner       | : | Smt. Hamida Siddiqui, Advocate |
| For Respondent No. 2 | : | Shri Sudeep Agrawal, Advocate  |

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**Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice**  
**Hon'ble Shri P. Sam Koshy, Judge**

**Order on Board**

**Per, Thottathil B. Radhakrishnan, Chief Justice**

**20/04/2017**

1. This writ petition is filed challenging Annexure-P/1 through which the Petitioner has been blacklisted.
2. Heard the learned counsel for the Petitioner and the learned counsel for the Corporation.
3. It appears that the Petitioner submitted a tender in response to an invitation. The impugned Annexure-P/1 has been issued on the basis that the Petitioner has submitted forged solvency certificate. It is now shown by the

Corporation that it wrote to the State Bank of India, which in turn responded denying having issued solvency certificate. It is also now shown by the second Respondent that a communication was received denying the attestation by a teacher of a school. Whatever that be, there is a clear distinction between terminating a contract and blacklisting the contractor. In the case in hand, the fact of the matter remains that the Petitioner has not awarded the contract. That issue therefore ends there, that is also not under challenge herein. But, the consequence of blacklisting of a person from participating in any contract on the basis of any invitation of tenders by the Municipal Corporation has far reaching consequences; that too, when the blacklisting has been done for all times to come.

4. On the aforesaid very peculiar facts and circumstances of the case, we are of the view that notwithstanding the gravity of the allegation against the Petitioner and inspite of the fact that an application for anticipatory bail filed on behalf of the Petitioner has been dismissed by this Court, the Petitioner deserves an opportunity of hearing on proposal, if any, to blacklist him. This is all the more important because blacklisting of a person from entering into a contracts, by one public institution, will have a bearing on contracts with other institutions as well.
5. For the aforesaid reasons, without expressing anything on the merits of the contents of Annexure-P/1 as well as the grounds on which the Petitioner impeaches Annexure-P/1 on the factual merits, Annexure-P/1 deserves to be set aside paving for the second Respondent issuing a fresh notice, if so advised, proposing blacklisting of the Petitioner by stating reasons for such proposal. Thereupon the Petitioner will be entitled to respond to such proposal. That will enable the second Respondent to issue a decision on the question of blacklisting the Petitioner. However, such decision shall be taken only after providing due opportunity of hearing to the Petitioner. Since

it is submitted that the Petitioner is in jail, the drill authorized herein may be carried out by the Petitioner through his duly authorized agent, including an Advocate.

6. In the result, the writ petition is ordered quashing Annexure-P/1 on the limited grounds as stated above and also by issuing directions in terms of what are stated in the preceding paragraph.

**Sd/-**

(Thottathil B. Radhakrishnan)  
**Chief Justice**

**Sd/-**

(P. Sam Koshy)  
**Judge**