

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.10348 of 2018

Pradeep Kumar, Son of Sadanand Yadav, Resident of Village- Ward No.1,
Jamhara, P.S.- Saur Bazar, District- Saharsa.

... .. Petitioner/s

Versus

1. The State Food and Civil Supplier At Patna Through Its Chairman.
2. The Deputy General Manager Transport, Bihar State Food and Civil Supplier at Patna.
3. Managing Director State Food Corporation at Patna.
4. The Collector of District Khagaria at Khagaria.
5. The District Supply Officer, Khagaria at Khagaria.
6. The Sub Division Officer Gogari at Gogari.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Binod Kumar, Advocate
For the Respondent/s : Mr. Arvind Ujjwal, SC-4

CORAM: HONOURABLE JUSTICE SMT. NILU AGRAWAL
ORAL ORDER

2 23-08-2018 Heard learned counsel for the petitioner and learned
counsel for the Bihar State Food and Civil Supplies
Corporation.

Petitioner challenges the order dated 21.04.2018
passed by the District Magistrate, Khagaria as contained in
Annexure 1, wherein the agreement with the petitioner, who was
appointed as Transport, Handling-cum-Delivery Agent for Door-
step delivery by the Bihar State Food and Civil Supplies
Corporation limited vide an agreement dated 11.04.2017 for a
period of one year from the date of execution of agreement or
allotment of work, has been cancelled on the ground that
Parwatta P.S. case No.108 of 2018 has been lodged against the



petitioner on 25.03.2018 for offence under Section 7 of the E.C. Act relating to black marketing of food grains. The further stipulation in the impugned order is that in pursuance of the cancellation of the agreement the security deposit of Rs.5 lacs and Rs.10 lacs bank guarantee has been forfeited and the petitioner has been proposed to be black listed.

Learned counsel for the petitioner submits that no notice, as required before cancelling of agreement and forfeiture of bank guarantee and security deposit has been issued and thereby proposal for black listing has been taken without any notice, which is in violation of principle of natural justice. He further submits that merely because F.I.R. has been lodged against the petitioner, which has not been taken to its logical end, would not be a ground for cancellation of agreement, forfeiture and black listing. In this connection, he relies on a decision in the case of Pawan Kumar versus The State of Bihar & others since reported in 2009(4) PLJR 104 para-6.

Learned counsel for the Bihar State Food and Civil Supplies Corporation submits that the agreement between the petitioner and the respondent Bihar State Food and Civil Supplies Corporation was for a period of one year beginning from 11.04.2017 and the period having expired the agreement



loses its force. He submits that because of violation of Clause 21 (vii) if transporting-cum-Handling Agent if found involved in black marketing of food grains will be black listed immediately legal action will be taken and the work will be awarded to next tenderer.

Learned counsel for the petitioner submits that since the order of black listing forfeiture and cancellation of agreement has not been passed after affording an opportunity to the petitioner, the same cannot be sustained in the eye of law.

Considering the rival submissions of the parties, the order dated 21.04.2018 passed by the District Magistrate, Khagaria as contained in Annexure 1, without affording an opportunity to the petitioner, is quashed. The matter is remanded back to the Respondent No.4 i.e. The Collector of District Khagaria at Khagaria to take a decision afresh after affording an opportunity to the petitioner in accordance with law.

Writ application is allowed as above.

(Nilu Agrawal, J)

Narendra/-

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