

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15117 of 2019

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Sparrow Softech (P) Ltd. having its registered office at HI-181 Harmu Housing Colony, Ranchi- 834001 through its Director, Rajesh Kumar, aged about 44 years, (Male), Son of Late Janki Raman Prasad Sinha, Resident of Eklavya Tower, Pundag, P.S.- Jagarnathpur, District- Ranchi (Jharkhand), Pin- 834004.

... .. Petitioner/s

Versus

1. The State of Bihar through department of Revenue and Land Reforms, Bihar.
2. Chairman, Patna Municipal Corporation, having its registered premises at Block-C, 2nd Floor, Mauryalaok Complex, Patna.
3. Commissioner, Patna Municipal Corporation, having its registered office at Block-C, 2nd Floor, Mauryalok Complex, Patna.
4. Additional Municipal Commissioner, Patna Municipal Corporation, having its registered office at Block-C, 2nd Floor, Mauryalok Complex, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. P.K. Shahi, Sr.Adv. Mr.Vikas Kumar, Adv.
For the PMC	:	Mr.Lalit Kishore, Sr.Adv.

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

4 05-09-2019 The petitioner, in the present case, is seeking
following reliefs:-

“a. For quashing of letter no.8892 dated 06.07.2019 whereby and where under Municipal Commissioner, Patna while exercising power under Article 13(f) of NIT No.09/CME/PMC/2017 has terminated the contract of petitioner for “updatation of existing data along with door to door survey assessment, collection and recovery of municipal taxes and user charges”, and further direction has been given to the petitioner to continue for one month and in the said period return holding data, software source code and all access so that the



aforesaid agreement may be terminated finally.

b. For further direction to respondent authorities to allow the petitioner with the work of “updatation of existing data along with door to door survey assessment, collection and recovery of municipal taxes and user charges” pursuant to NIT No. 09/CME/PMC/2017 without any let and hindrance.

c. For direction to the respondent authorities for payment of Rs.5,52,92,437/- for work done upto 30.06.2019.

d. For any other relief/reliefs for which the petitioner may found entitled too.”

Earlier when the writ application was taken up for consideration on 05.08.2019, Mr. Lalit Kishore, learned senior counsel representing the Patna Municipal Corporation and its authorities had made a statement before this Court that till next date of hearing of the matter the impugned order as contained in Annexure-1 to the writ application shall not be given effect to. Today, in course of hearing, learned senior counsel has taken a stand on instruction that the impugned letter be only treated as a notice proposing termination. In this regard, attention of this Court has been drawn towards the statements made in paragraph 15 of the counter affidavit which reads as under:-

“That it is humbly stated that due to poor performance, the termination notice was issued to the petitioner in terms of Article-13(f) of the agreement vide letter no.8892 dated 06.07.2019 issued under signature of



Municipal Commissioner, PMC. The period of termination notice came to end on 05.08.2019 and thereafter the petitioner has got no right to continue with the assigned work by the respondent authority.”

Learned senior counsel, however, submits that treating the letter no.8892 dated 06.07.2019 as a mere notice proposing termination the petitioner may be granted two weeks time to file its reply which will be considered by the Corporation in terms of the agreement and a decision shall be taken thereon within a reasonable time. It is further submitted that till date the Corporation has not issued any work order of the same work to a new agency, therefore until final decision is taken by the Corporation upon considering the reply of the petitioner, the petitioner will continue to work. So far as other disputes are concerned, it is submitted that the agreement between the parties contains an arbitration clause whereunder in case of any dispute the same may be invoked and dispute be resolved under the dispute redressal mechanism provided under the agreement.

Mr. P. K. Shahi, learned senior counsel for the petitioner submits that some of the statements made in the counter affidavit are self-contradictory. It is submitted that the literal interpretation of the contents of the letter impugned in the



writ application would show that the Municipal Commissioner has in fact terminated the contract itself. Learned senior counsel, however, submits that if it is the stand of the learned senior counsel representing the Corporation on instruction that the impugned letter shall not be treated as a termination letter and it will be taken as a mere proposal towards termination and an opportunity of hearing is given to the petitioner before taking any such decision, the petitioner will have no grievance at this stage.

In the given facts and circumstances of the case, this writ application is being disposed off in terms of the submissions made on behalf of the Patna Municipal Corporation and its authorities. By virtue of said submissions now the letter no.8892 dated 06.07.2019 issued under the signature of the Municipal Commissioner, Patna Municipal Corporation shall not be taken as a termination order rather the same will be taken as a letter proposing termination. The petitioner will file its reply/explanation/show cause, as the case may be, within a period of two weeks from today as agreed at the bar and thereupon the Municipal Corporation shall take an appropriate decision in terms of the agreement itself which will be communicated to the petitioner. Till then, the work order of the



petitioner shall continue to be in existence.

The Corporation shall also examine the outstanding dues of the petitioner and whatsoever is found admitted must be paid within a period of thirty days from the date of receipt/production of a copy of this order.

This writ application stands disposed off accordingly.

(Rajeev Ranjan Prasad, J)

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