

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15824 of 2019

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Raushan Kumar Son of Shri Rambabu Singh And the President of Shivam,
Jan Swasthya Evem Sarvangin Vikash Kendra at 5C/12. North S.K.Puri,
Vivekanand Marg, Boring Road, Patna, residing at A/6 Ajanta Colony, Keshri
Nagar, P.S.- Patliputra, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar Through District Magistrate, Rohtas.
2. Nagar Parishad Bikramganj (Rohtas) Through its Executive Officer, namely
Mrs P. Swarupam.
3. Mrs P. Swarupam Executive Officer, Nagar Parishad Bikramganj (Rohtas).
4. The Empowered Standing Committee Nagar Parishad Bikramganj through
its Chair Person namely Rabnawaz Khan.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ramakant Sharma, Sr. Advocate Mr. Santosh Kumar Pandey, Advocate Mr. Rajni Kant Jha, Advocate
For the Respondent/s	:	Mr. Rakesh Ambastha, AC to AAG 7
For Nagar Parishad	:	Mr. Vijay Shankar Upadhyay, Advocate

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL JUDGMENT

Date : 16-01-2020

Heard Mr. Ramakant Sharma, learned senior
advocate for the petitioner, Mr. Vijay Shankar Upadhyay,
learned advocate for the Nagar Parishad, Bikramganj. The
counsel for the State has also rendered his assistance.

The petitioner has challenged the order dated
01.06.2019 passed by the Executive Officer, Nagar
Parishad, Bikramganj whereby the contract with the



petitioner for undertaking cleaning work of the ward has been cancelled before the expiry of the agreement.

Learned counsel for the petitioner submits that the decision is absolutely wrong in view of the fact that the Standing Committee though had recommended for cancellation of the agreement with the petitioner but such resolution of the Standing Committee was rejected by the Empowered Standing Committee. Without taking this fact into account, the contract with the petitioner was cancelled approximately five months before the contract would have otherwise terminated. It has also been submitted that with the kind of good work rendered by the petitioner, he had every expectation of extension of the contract about which provision was there in the earlier/existing contract.

Though learned counsel appearing for the Bikramganj Nagar Parishad has not countered the aforesaid submissions but has submitted only two things viz. that notwithstanding the cancellation order, the contract with the petitioner would have otherwise lapsed in



the month of November, 2019 and therefore the petitioner cannot claim to have a vested right of being given an extension of such contract, and that the new licensee has begun the work.

In that view of the matter, this Court only deems it appropriate considering the aforementioned circumstances and the background of the good quality of work furnished by the petitioner that this rescission of contract before time would not entail any penal consequences for the petitioner, meaning thereby that in case any fresh advertisement is issued for selection of NGOs for the purpose, this termination of contract would not come in the way of his fresh selection. Otherwise also, this cancellation would not entail any negative impact on the work profile of the NGO of which the petitioner is the President.

In case the information regarding agreement having been concluded with a third party for the ensuing



year is not found to be correct by the petitioner, he may approach this Court in that circumstance.

With the aforesaid direction/observation, the writ petition stands disposed of.

(Ashutosh Kumar, J)

krishna/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	23.01.2020
Transmission Date	

