

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3176 of 2022

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Gayatri Narayan Construction Pvt. Ltd. through its Director, Gayatri Narayan, female, aged about 51 years, D/O- Bansh Narayan, R/O- B-2 Vinita Villa, Bailey Road, Jagdeo Path, P.O. - B.V.COLLEGE, District - Patna.

... .. Petitioner/s

Versus

1. The Chairman and Managing Director, Food Corporation of India New Delhi.
2. The Executive Director (East), Food Corporation of India, Zonal Office east, 10A, Middleton Row, Kolkata - 700071.
3. The General Manager, Food Corporation of India Regional Office, Arunachal Bhawan, Exhibition Road, Patna.
4. The Assistant General Manager, Food Corporation of India, Regional office, Arunachal Bhawan, Exhibition Road, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Alok Ranjan, Advocate
For the Respondent/s : Mr.Saket Tiwary, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

(The proceedings of the Court are being conducted by Hon'ble the Chief Justice/ Hon'ble Judges through Video Conferencing from their residential offices/residences. Also, the Advocates and the Staffs joined the proceedings through Video Conferencing from their residences/offices.)

3 30-09-2022 Petitioner has prayed for the following relief(s):-

“I. For quashing the Order dated 15.01.2021 issued under the signature of General manager Food Corporation of India, Regional office, Arunachal Bhawan, Exhibition Road, Patna, whereby and where under the contract for Handling and transport work has been



terminated and security deposit amounting to Rs. 3,29,350/- and two Bank guarantees of Rs. 6,58,700 has been forfeited and was encashed and further the petitioner has been debarred from participating in future tender of the corporation for period of 5 years in a most arbitrary and illegal manner just before one day of closure of work period (agreement period was for 17.01.2019 to 16.01.2021) without issuing any show-cause notice for cancellation of contract, Debarment or for forfeiture of security deposit and Bank guarantee.

II. For directing and commanding the respondents authorities to refund the amount of security deposit amounting to Rs.3,29,350/- and two Bank guarantees of Rs.6,58,700 which has illegally been forfeited in most arbitrary manner.

III. For directing and commanding the respondent authorities for payment of the amount dues for the work done by the petitioner, pursuant to the agreement.

IV. For declaring and holding that the order dated 15.01.2021 passed by the respondent authority is arbitrary, illegal, colorable exercise of power, and the same has been issued without compliance of principals of natural justice.

V. For commanding and directing the respondent authorities to make payment to the petitioner along with compound interest from the date it became dues till actual date of payment, penal interest and cost of litigation.

VI. For any other relief or reliefs for which the



petitioner is entitled under law in the facts and circumstances of the present case.”

Learned counsel for the respondent states that the impugned order dated 15.01.2021 stands recalled and a fresh notice issued to the petitioner.

In this view of the matter, we find the present petition to have become infructuous.

As such, petition is disposed of, reserving liberty to the petitioner to take all pleas in response to the notice now issued to the petitioner.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

K.C.Jha/-DKS

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