

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15219 of 2021

PLANIN Innovation and Consultancy Services Pvt. Ltd. through its Chief Executive Officer Mr. Fani Bhushan, male, aged about 40 years, Son of Shri Vidya Bhanu, resident of A-601, Plot no. 09, Sector 22, Dwarka, P.S.- Sector-23 Dwarka, District- New Delhi.

... .. Petitioner/s

Versus

1. The State of Bihar through Chief Secretary, Bihar, Patna.
2. The Road Construction Department through its Principal Secretary, Bihar, Patna.
3. The Bihar Rajya Pul Nirman Nigam Limited through its Managing Director, Sardar Patel Marg, Patna.
4. The Managing Director Bihar Rajya Pul Nirman Nigam Limited, Sardar Patel Marg, Patna.
5. The Senior Project Engineer External Project Division, Bihar Rajya Pul Nirman Nigam Limited, Sardar Patel Marg, Patna.
6. The CI, Foundation of Innovation and Technology Transfer Through Prof. Dr. Anoop Chawla, Department of Mechanical Engineering, IIT Delhi, Hauz Khas, New Delhi.
7. Ajay Gupta, Managing Director Park Project Consultancy Pvt. Ltd., Flat no. 101, First Floor, Pocket-A, Harihar Apartments, Phase-II, Ashok Vihar, Delhi.
8. The Senior Project Manager M/s S.P. Singla Construction Private Limited, resident of 1006-1007, Pearls Best Heights-1, A-5, Netaji Subhash Place, Pitampura, Delhi.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. P.K. Shahi, Sr. Advocate Ms.Soni Shrivastava, Advocate
For the Respondent/s	:	Mr.Sushil Kumar (G.P.-22)

CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA
and
HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

4 03-08-2022 The present writ petition has been filed for quashing
the order dated 23.06.2021 passed by the Managing Director,



Bihar Rajya Pul Nirman Nigam Limited i.e. the respondent no. 4, whereby and whereunder the contract for “Supervision & Consultant” for Ram Manohar Lohia Path Chakra Project has been terminated as well as it has been directed that the security deposit shall be forfeited.

The brief facts of the case are that the petitioner had entered into an agreement with Foundation of Innovation and Technology Transfer, IIT, Delhi on 10.09.2013 for Marketing and Inventions of Swap based Traffic inter changes and grade separated U-turns based inter changes for exploring commercial pursuits. On 28.11.2013, a MOU was signed between the Foundation of Innovation and Technology Transfer, IIT, Delhi and the Respondent Bihar Rajya Pul Nirman Nigam Ltd. (hereinafter referred to as the “BRPNL”) for the development of Traffic Management Solutions proposed by FITT, IIT, Delhi (Annexure-2 & 3 of the writ petition) and thereupon a Tripartite Agreement No. 12/2016-17 dated 23.12.2016 was signed amongst the petitioner (as Supervision Consultant for Quality Assurance) and the Corporation as well as FITT, IIT, Delhi (Annexure-5 of the writ petition).

In nutshell the sequence of events starts from opening of tender by the respondent Nigam, who had appointed M/s S.P.



Singla Constructions Pvt. Ltd. as the contractor for the work of construction of SWAP and grade separated U-turn based multi sectional interchange at Bailey Road, Patna and its bid was accepted at Rs. 3,81,59,15,876/- (Rs. Three hundred eighty one crores lakh fifty nine lakh fifteen thousand eight hundred and seventy six only) vide agreement dated 22.12.2015. The respondent BRPNNL felt that for the execution of Ram Manohar Lohia Path Chakra project the services of an expert body for designing and consultancy services for structural design activities is required and as such a Project Execution Agreement was entered into between the BRPNNL, Patna and C.I., FITT, IIT Delhi on 22.09.2016 whereby the later was asked to provide consultancy services for the Ram Manohar Lohia Path Chakra Project. In the said agreement, it was specifically provided that since the petitioner holds IPR for the specific technologies to be implemented in the work project, i.e. the SWAP process for interchange and traffic management, and as such its role in coordinating with the designer, giving them the necessary know-how of the novel concept being used and making changes in the same, in view of the site details was also essential for the success of the project. It was also agreed that a tripartite agreement would be signed in this regard. This is how



the petitioner was introduced in the project directly as supervision consultant for quality assurance. The respondent Nigam had then approached the petitioner and then a Tripartite Agreement No. 12/2016-17 dated 23.12.2016 was entered between the Bihar Rajya Pul Nirman Nigam Limited, Patna, the petitioner through its Chief Executive Officer and Prof. Dr. Anoop Chawla, C.I. FITT, IIT Delhi. After the above mentioned tripartite agreement, the petitioner got formally involved in the project. The petitioner is stated to have immediately appointed its team.

It is the allegation and counter allegation of the petitioner and the respondent Nigam that on account of impediments created, the obligation under the agreement could not be fulfilled leading to service of two notices dated 24.04.2021 upon the petitioner, whereby the petitioner was asked to file his show cause reply with regard to the delay in the project. The petitioner had submitted a detailed reply to the said notices on 29.04.2021, whereafter the impugned order dated 23.06.2021 has been passed by the respondent no. 4 terminating the contract in question.

The learned senior counsel for the petitioner Shri P.K. Shahi has submitted that a bare perusal of the impugned order



dated 23.06.2021 would show that a cryptic and an unreasoned order, not dealing with the show cause reply submitted by the petitioner has been passed by the respondent no. 4 and in one line it has been stated that the reply of the petitioner is unsatisfactory, hence on this ground alone the impugned order dated 23.06.2020 is fit to be set aside.

We have heard the learned counsel for the parties and gone through the materials on record and we find that the impugned order dated 23.06.2021, passed by the respondent no. 4, is wholly an unreasoned order, which does not deal with the reply of the petitioner and moreover no cogent, clear and succinct reasons have been furnished in support of the same, which is an indispensable component of a decision making process. In this connection, we would like to refer to the principles of law laid down by Hon'ble Apex Court in the case of *Oryx Fisheries Pvt. Ltd. vs. Union of India & others* reported in *(2010) 13 SCC 427*. Consequently, we find that the impugned order dated 23.06.2001 passed by the respondent no. 4 is unsustainable in the eyes of law, hence is quashed, however, liberty is granted to the respondent no. 4 to pass orders afresh, after considering the show cause reply submitted by the petitioner as also after granting an opportunity of hearing to the



petitioner herein.

The writ petition is allowed to the aforesaid extent.

(Rajan Gupta, J)

(Mohit Kumar Shah, J)

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