

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20206 of 2021

Prabhat Ranjan Son of Late Shyam Nandan Prasad, resident of Rusulpur
Wazid, Bhiknapura B. Factory P.S. Ahiyapur, District - Muzaffarpur.

... .. Petitioner/s

Versus

1. The Bharat Sanchar Nigam Limited through its Chief General Manager, Bihar, Patna.
2. The Chief General Manager, Bharat Sanchar Nigam Limited.
3. The General Manager, Bharat Sanchar Nigam Limited.
4. The AGM (CM) O/o General Manager, BA Muzaffarpur.
5. The Operational Area Head, BSNL, BA (Business Area) Motihari.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mrs.Soni Shrivastava, Advocate Mr. Ravi Bharadwaj, Advocate
For the Respondent/s	:	Mr.Harendra Prasad Singh, Advocate Mrs. Archana Sinha @ Archana Shahi, Advocate Mr. Sanjeev Kumar, Advocate

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.)

2 08-02-2022 Petitioner has prayed for following relief(s) : -

“i. To issue appropriate writ(s)/ order(s)/ direction(s) for quashing the various notices which have been issued to the petitioner by the respondent authorities whereby his Franchiseeship Agreement for Muzaffarpur and Sitamarhi as well as the OCSC Franchiseeship Agreements for the district location of Muzaffarpur, Sitamarhi, Sheohar, Motipur, Bara Charia, Simri and Darbhanga with the Bharat Sanchar Nigam Limited (herein



after referred as BSNL for the sake of brevity) have been terminated.

ii. To further quash the fresh NIT issued by the respondent authorities as well as any subsequent actions taken in pursuance of the same for the Franchiseeship Agreement as well as the OCSE Franchiseeshp Agreements in the district of Muzaffarpur (Muzaffarpur, Sitamarhi, Sheohar, Motipur, Bara Charia).

(iii) To adjudge, hold and declare that the actions for the respondent authorities will cause undue hardships to the petitioner as well as the state exchequer when the petitioner is ready to continue the remaining period of his agreement on the rates prescribed in the agreements entered by him.”

Learned counsel for the petitioner states that, under similar circumstances, the respondents have restored the agreement in relation to other contracts. All that he desires is for the authority to consider the petitioner’s case as set out in the petition, which he shall be placing before the authority for their favourable consideration.

Mrs. Archana Sinha @ Shahi, learned counsel for the B.S.N.L., states that if only the petitioner were only to approach the respondents within one week, the authority shall, independent of order dated 20th of July, 2021 (Annexure-3, page-63), pass an order on its own merits, taking a view as to whether agreement for franchisee-ship is to be continued or not.

As prayed for, petition is disposed of in the aforesaid terms.



Interlocutory application, if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

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