

ORISSA HIGH COURT: CUTTACK

W.P.(C) No. 21508 of 2017

In the matter of an application under Articles 226 and 227 of the Constitution of India.

AFR

Rawani Construction Private Limited

..... Petitioner

-Versus-

State of Odisha and others

..... Opp. Parties

For Petitioner : M/s. Sidharth Padhy,
G.M. Rath, A.K. Dash and
P. Mohanty, Advocates.

For Opp. Parties : Mr. P.P. Mohanty,
Addl. Government Advocate.

P R E S E N T:

**THE HONOURABLE DR. JUSTICE B.R.SARANGI
AND
THE HON'BLE MISS JUSTICE SAVITRI RATHO**

Date of hearing and judgment: 05.04.2022

DR. B.R. SARANGI, J. The petitioner- Rawani Construction Private Limited, which is a company incorporated under the Companies Act, 1956 and engaged in the business of executing various civil construction work, has filed this writ petition seeking to

quash the letters dated 01.09.2017 and 14.09.2017 issued by opposite party no.3 under Annexures-11 and 13 respectively. By letter dated 01.09.2017, the petitioner-company has been asked to show cause as to why compensation under clause 2 (a) of the Conditions of the Contract shall not be levied and by letter dated 14.09.2017 the petitioner-company has been levied compensation under clause 2 (a) of the conditions of the contract @ 0.5% of the agreement value per day from the date of commencement of the work till 14.09.2017 minus the hindrance period for disproportionate progress work as per calculation sheet attached thereto.

2. The factual matrix of the case, in brief, is that pursuant to a tender call notice issued, the petitioner-company participated in the tender process and, on being selected was awarded with the work, *“Construction of Bridge over Kusakhali Nallah of Angul Tikarpada Road at 45-050 km under State Plan for the year 2016-17”*. An agreement bearing No.318 P₁ of 2016-17 dated 16.12.2016 was executed between the petitioner-company

and the Executive Engineer, (R&B) Division, Angul-opposite party no.3. As per the said agreement, the bridge work was to be completed within a period of nine months, meaning thereby, the work was to be commenced from 16.12.2016 and completed on 15.09.2017, and the value of the work was Rs.3,29,34,734.00. At the time of submission of the tender, the petitioner-company had deposited earnest money of Rs.3,87,500.00 and additional performance security of Rs.58,07,454.00. Thereafter, at the time of execution of agreement the petitioner-company had deposited initial security of Rs.2,71,200.00.

2.1 After the work was awarded and agreement was executed, the work order was issued on 16.12.2016. Pursuant thereto, the petitioner-company mobilized its men and machineries to the work site. As per the work order, the drawing and design of the assigned bridge work was to be issued to the petitioner-company immediately. The petitioner-company, while undertaking preliminary work like diversion of road and dismantling of the existing

cross drainage works, approached opposite party no.3 for handing over of the drawing and design. But no such drawing had been prepared by the opposite parties and it was only on 16.02.2017, i.e. after two months from the commencement of the work, the opposite party no.3 submitted requisite details to the Chief Engineer, Directorate of Designs, Odisha for preparation and approval of the structural design of the bridge work, which was approved by the Chief Engineer on 02.03.2017 and finally on 10.03.2017, the concerned Assistant Engineer handed over the design of the assigned work to the petitioner-company. Thereby, the petitioner-company was handed over the design of the assigned work after about 3 months from the stipulated date of commencement of the work.

2.2 While the petitioner-company started commencing the assigned work, the authorities from Satkosia Wildlife Division, Angul raised objection. It was stated by the authorities of Satkosia Wildlife Division, Angul that although the assigned bridge work was coming

under the Satkosia Wildlife area, i.e. Satkosia Gorge Sanctuary/ Tiger Reserve, but the opposite parties had not obtained requisite permission to enter into the wildlife sanctuary area for any construction work, as required under law. This fact was brought to the notice of the authorities by the petitioner-company, vide letter dated 10.04.2017, but, there was no response from their side. Ultimately, the Divisional Forest Officer, Satkosia Wildlife Division, Angul, vide letter dated 05.05.2017, instructed the petitioner-company to immediately stop execution of work and threatened criminal action. As such, the Divisional Forest Officer, vide letter dated 05.05.2017, had also issued show cause notice as to why prosecution under the Wildlife (Protection) Act, 1972 and Forest Conservation Act, 1980 against the opposite party no.3, as well as the petitioner-company, shall not be initiated for such construction within the wildlife area without taking requisite permission. As a result thereof, the petitioner-company had to withdraw all its men and machineries from the site and also duly intimated about the same to the opposite party no.3 vide letter dated

06.05.2017. The petitioner-company, vide letter dated 06.05.2017, also requested the Divisional Forest Officer, Satkosia Wildlife Division, Angul to accord such permission.

2.3 Instead of according permission, the petitioner-company was put to hindrance. As a consequence thereof, the petitioner company was not able to go ahead with the work in question. The opposite party no.3, for the first time, sought permission from the appropriate authority for construction of the bridge work in question only on 06.05.2017, although the petitioner-company was assigned the work on 16.12.2016 with a stipulation to complete the work within nine months, i.e. by 15.09.2017. Meaning thereby, without obtaining permission to execute the work from the appropriate authority, the opposite party no.3 had assigned the contract to the petitioner-company to discharge the duties and obligations in terms of the tender documents.

2.4 The petitioner-company, vide letter dated 13.05.2017, intimated opposite party no.3 about his

preparedness to execute the work, but for want of permission, no work could be executed. Ultimately, on 05.06.2017, the petitioner-company received a letter dated 25.05.2017 from the Dy. Executive Engineer to resume the work, as the Divisional Forest Officer, Wildlife had given permission to construct the said work, as per the precautions and strict guidelines of National Board of Wildlife. Notwithstanding the time stipulation, though the opposite party no.3 had handed over the drawing of the work on 10.03.2017, but, however, obtained permission from the appropriate authority for execution of the work on 24.05.2017. Due to such hindrance, it was not possible on the part of the petitioner-company to complete the work within the stipulated period of 9 months. To be more specific, opposite party no.3 took more than 5 months, out of 9 months period of completion, to obtain permission from the statutory authorities for the execution of the work.

2.5 As soon as opposite party no.3 received permission from the competent wildlife authority for

construction of the assigned work, he intimated the same to the petitioner-company, vide letter dated 02.06.2017, to mobilize more manpower and machineries for expediting the progress of work, but without any financial claim beyond the agreement. The petitioner-company also intimated opposite party no.3 about the hard granite rock bed in the water channel over which the bridge was to be constructed and sought requisite permission for blasting, but, there was delay in compliance of the same. Furthermore, due to onset of monsoon and heavy rush of water in the water channel, rendering of any work in the said water channel was impossible and, as such, the work, which had been done by the petitioner-company, was washed away. The petitioner-company also intimated the same to opposite party no.3, vide letter dated 21.06.2017.

2.6 Without giving any opportunity of hearing, the petitioner-company was held to have committed breach of contract and, vide letter dated 01.09.2017, it was called upon to show cause for levy of penalty/compensation for

disproportionate progress and non-achievement of milestone. The petitioner-company, after receiving such show cause notice dated 01.09.2017, on 05.09.2017 also submitted its reply on 08.09.2017. However, assailing such notice of show cause dated 01.09.2017, the petitioner-company had approached this Court by filing W.P.(C) No. 19674 of 2017 on 11.09.2017. However, during pendency of the said writ petition, opposite party no.3 issued letter dated 14.09.2017 levying compensation on the petitioner-company, for which this Court disposed of the said writ petition, vide order dated 10.10.2017, as withdrawn, with liberty to the petitioner-company to file fresh writ petition bringing on records the further developments.

2.7 The petitioner-company received the letter dated 14.09.2017 levying compensation, on 15.09.2017, by which the petitioner-company was held liable to pay compensation under clause 2 (a) of the Conditions of the Contract @ 0.5% of the agreement value per day from the date of commencement of the work till 14.09.2017,

excluding the alleged hindrance period. As such, the compensation was determined at Rs.4,14,97,765.00 and since the contract provides for maximum penalty up to 10% of the agreement value, the opposite party no.3 levied the compensation at Rs.32,93,473.00. Although, the total agreement value was Rs.3,29,34,734.00, yet the opposite party no.3 had levied compensation at Rs.4,14,97,765.00 and notwithstanding their admitted lapses, he had determined the compensation with effect from the date of commencement of the work. Hence this writ petition.

3. Mr. S. Padhy, learned counsel appearing for the petitioner-company, urged emphatically that opposite party no.3 assigned the work in question to the petitioner-company on 16.12.2016 with stipulation to complete the same within 9 months, i.e. by 15.09.2017. Yet, the drawing and design for the work was handed over to it only on 10.03.2017 and, thereafter, opposite party no.3 obtained the statutory permission from the concerned wildlife division for execution of the work on

24.05.2017, and communicated the petitioner-company on 05.06.2017. Therefore, it is contended that notwithstanding such admitted breaches on the part of opposite party no.3 in handing over the site to the petitioner-company for execution of work, opposite party no.3 alleged delay on the part of the petitioner-company and came to a finding that petitioner-company has committed breach of contract and, as such, levied penalty.

3.1 It was further contended that though reference was made to the letters No. 259 dated 05.08.2017 and No. 292 dated 23.08.2017 in the show cause dated 01.09.2017, but no such letters had ever been issued to the petitioner-company. Assuming such letters were issued, opposite party no.3 has made a pre-decision stating that there was breach of contract and, as such, issued notice of show cause on 01.09.2017. Thereby, such show cause notice dated 01.09.2017 under Annexure-11 is an empty formality and the same is in

gross violation of principle of natural justice and liable to be quashed.

3.2 According to him, undisputedly, the opposite parties have acted in gross violation of the terms of the agreement by providing the drawing and design of the work in question on 10.03.2017 and also statutory permission on 05.06.2017, though the petitioner-company had to complete the work within a period of nine months, i.e. within the period from 16.12.2016 to 15.09.2017. If delay had been caused at the level of the opposite parties, in that case, issuance of notice of show cause for levy of compensation under clause 2 (a) of the Conditions of the Contract vide Annexure-11 dated 01.09.2017 and consequential imposition of compensation vide Annexure-13 dated 14.09.2017, @ 0.5 % of the agreement value per day from the date of commencement of the work till 14.09.2017, excluding the hindrance period, for disproportionate progress of work as per the calculation sheet provided thereto and thereby directing the petitioner-company to deposit the

compensation amount of Rs.32,93,473.00 in shape of Bank Draft in favour of the Executive Engineer, Angul (R&B) Division, Angul within ten days, are arbitrary, unreasonable and contrary to the provisions of law and violative of the principle of natural justice.

3.3 To substantiate his contention, he has placed reliance on the cases of **Union of India v. Raman Iron Foundry**, (1974) 2 SCC 231; **State of Karnataka v. Shree Rameshwara Rice Mills, Thirthahalli**, (1987) 2 SCC 160; and **Orxy Fisheries Private Limited v. Union of India and others**, (2010) 13 SCC 427.

4. Mr. P.P. Mohanty, learned Additional Government Advocate appearing for the State-opposite parties contended that the bridge work in question was to be executed in non-forest PWD land and there was no requirement to obtain prior permission from the Forest Authorities under section 2 of the Forest (Conservation) Act, 1980. The date of commencement of the work was 16.12.2016, whereas the petitioner-company started boring work first only on 25.01.2017, i.e. after about 40

days from the date of commencement. The Forest Officials for the first time in the month of May, 2017 issued the letter dated 05.05.2017, i.e. after about five months from the date of commencement of work. In these five months, the petitioner-company ought to have completed more than 50% of the work, but the petitioner-company could be able to execute 1.53% of work till the month of May, 2017.

4.1 It was also contended that in order to cover up its own laches and to justify non-execution of work, the petitioner-company is relentlessly trying to divert the attention of the Court. The facts of the present case clearly evident, that in spite of all co-operations by the opposite parties, the petitioner-company did not want to complete the work and, thereby, committed breach of contract.

4.2 It was further contended that permission was obtained from DFO, Satkosia Wildlife Division, Angul, vide memo no. 2162 dated 24.05.2017. The above interruption, being in temporary nature, is not

attributable to the department but to the petitioner-company. The department had no objection to grant extension of time under Clause-4 of the conditions of the contract without compensation from the contractor, but, the petitioner-company, with calculated pre-plan, shifted its men and machineries and abandoned the work. The petitioner-company had never resumed the execution thereafter notwithstanding a number of requests and reminders from the department, including letter dated 02.06.2017 of the Executive Engineer, Angul (R&B) Division, Angul. Thereby, the authorities are well justified in giving notice to show cause for breach of contract and levying compensation by impugned letters dated 01.09.2017 and 14.09.2017, vide Annexures-11 and 13 respectively. He thus contended that the writ petition should be dismissed on that score.

5. This Court heard Mr. Sidharth Padhy, learned counsel appearing for the petitioner-company, and Mr. P.P. Mohanty, learned Additional Government Advocate appearing for the State-opposite parties by hybrid mode,

and perused the record. Pleadings having been exchanged between the parties, with their consent this writ petition is being disposed of finally at the stage of admission.

6. The facts, as narrated above, clearly indicate that, the petitioner-company, pursuant to a public tender notice having been qualified, entered into an agreement bearing No.318 P₁ of 2016-17 dated 16.12.2016 with opposite party no.3 for execution of the work "*Construction of Bridge over Kusakhali Nallah of Angul Tikarpada Road at 45-050 km under State Plan for the year 2016-17*". Though the work was to be commenced from 16.12.2016 and completed on 15.09.2017, but the petitioner-company was issued with the drawing and design by opposite party no.3 on 10.03.2017, i.e. after about three months of the execution of agreement and also granted with the statutory permission from the concerned wildlife division, after five months, i.e. on 24.05.2017, which was communicated to the petitioner-company on 05.06.2017. After statutory permission was granted, opposite party no.3 insisted upon the petitioner-

company to deploy more men and machinery to complete the work within the stipulated time. Due to intervention of the monsoon and heavy rain, there was washing of the work done. All these difficulties, the petitioner-company faced, were due to inaction on the part of the opposite parties. In one hand the opposite parties entered into the agreement to complete the work within a period of 9 months, on the other hand the requirements from the side of the opposite parties were not complied with, by not providing the drawing and design in time, which effectively provided to the petitioner-company only on 10.03.2017, i.e. after about three months of the execution of the agreement. More so, as the work was to be undertaken in a sanctuary area, the permission had also not been accorded by the statutory authorities, which was received only on 24.05.2017 and communicated to the petitioner-company on 05.06.2017. This clearly indicates that opposite party no.3 has not discharged his obligation in terms of the agreement, rather, while issuing notice to show cause in Annexure-11 dated 01.09.2017, he has come to a conclusion that there is breach of contract on

the part of the petitioner-company. If opposite party no.3 has already come to a conclusion that there was breach of contract by the petitioner-company, the show cause notice for levy of compensation under clause 2 (a) of the agreement is an empty formality.

7. The powers of the State under an agreement entered into by it with a private person providing for assessment of damages, for breach of conditions and recovery of the damages will stand confined only to those cases where the breach of conditions is admitted or it is disputed. A right to adjudicate upon an issue relating to breach of conditions of the contract would not flow from nor is inhered in the right conferred to assess the damages arising from a breach of conditions. Even assuming that the stipulation in the contract affords scope for being construed as empowering the officer of the State to decide upon the question of breach as well as assess the quantum of damages, adjudication by the Officer regarding the breach of the contract can be sustained under law because a party to the agreement

cannot be an arbiter in his own cause. Interests of justice and equity require that where a party to a contract disputes the committing of any breach of conditions, the adjudication should be by an independent person or body and not by the other party to the contract. The position will, however, be different where there is no dispute or there is consensus between the contracting parties regarding the breach of conditions.

8. In the case at hand, all along the opposite parties have not acted in consonance with the terms of the agreement, rather while issuing notice of show cause dated 01.09.2017, they have already pre-judged the matter stating that the petitioner-company has committed breach of contract and, therefore, called upon it to show cause for imposition of penalties, to which the petitioner-company has responded immediately by giving its reply. But the same has not been taken into consideration, rather vide letter dated 14.09.2017, the opposite party no.3 has held the petitioner-company liable to pay compensation under clause 2 (a) of the conditions of the

contract @ 0.5% of the agreement value per day from the date of commencement of the work till 14.09.2017 minus the hindrance period for disproportionate progress work and, thereby, has directed the petitioner-company to deposit the compensation amount of Rs.32,93,473.00 in shape of Bank Draft in favour of opposite party no.3. Once the authorities have pre-judged the matter and directed for payment of compensation, the issuance of notice to show cause is an empty formality and, as such the petitioner-company is disputing the breach of conditions from its side. As such, a right to adjudicate upon the issue relating to the breach of condition of the contract does not flow from nor is inhered in the right conferred to assess the damages arising from a breach of conditions. More so, the interests of justice and equity require that where a party to the contract disputes the committing of any breach of conditions, the adjudication should be by an independent person or body and not by the other party to the contract. This view is fortified by the judgment of the apex Court in the case of **Shree Rameshwara Rice Mills** (supra).

9. In **Raman Iron Foundry** (supra), the apex Court held that compensation for breach of contract can only be admissible if the language used in the body of the clause also supports the view that it is with recovery of sums presently due and payable by the contractor to the opposite parties, if there is breach of contract, which is admitted by the parties. As such the petitioner-company disputes the breach of contract on his part. In absence of any admission of breach of contract, the petitioner-company is not liable to pay the damages as demanded vide Annexure-13 dated 14.03.2017. More so, he who had executed the agreement with the petitioner-company being the adjudicating authority has passed such order, thereby, he has become judge of his own cause and as such, it violates the principle of natural justice.

10. In **Orxy Fisheries Private Limited** (supra), the apex Court held that quasi-judicial authority, while acting in exercise of its statutory power must act fairly and with an open mind while initiating a show cause proceeding. A show cause proceeding is meant to give the person

proceeded against a reasonable opportunity of making his objection against the proposed charges indicated in the notice. At the stage of show cause, the person proceeded against must be told the charges against him so that he can take his defence and prove his innocence. It is obvious that at that stage the authority issuing the charge- sheet, cannot, instead of telling him the charges, confront him with definite conclusions of his alleged guilt. If that is done, the entire proceeding initiated by the show cause notice gets vitiated by unfairness and bias and the subsequent proceeding becomes an idle ceremony. It is of course true that the show cause notice cannot be read hyper-technically and it is well settled that it is to be read reasonably. But one thing is clear that while reading a show-cause notice the person, who is subject to it, must get an impression that he will get an effective opportunity to rebut the allegations contained in the show cause notice and prove his innocence. If on a reasonable reading of a show-cause notice a person of ordinary prudence gets the feeling that his reply to the show cause notice will be an empty ceremony and he will

merely knock his head against the impenetrable wall of prejudged opinion, such a show cause notice does not commence a fair procedure especially when it is issued in a quasi- judicial proceeding under a statutory regulation which promises to give the person proceeded against a reasonable opportunity of defence.

11. In ***K.I. Shephard v. Union of India***, (1987) 4 SCC 431, the apex Court held that fair play in actions is a facet of natural justice. The principles of natural justice are also applicable to administrative actions. Even in emergent situations, compliance with at least minimum requirements of natural justice rules, is a condition precedent to taking any action which effects adverse civil consequences, such as, loss of livelihood, post decisional hearing not sufficient in such cases.

12. In ***H.L. Trehan v. Union of India***, (1989) 1 SCC 764, the apex Court held that there can be no deprivation or curtailment of any existing right, advantage or benefit enjoyed by a government servant without complying with the rules of natural justice by

giving the government servant concerned an opportunity of being heard. Any arbitrary or whimsical exercise of power prejudicially affecting the existing conditions of service of a government servant will offend against the provision of Article 14. It is further held that the post-decisional opportunity of hearing does not subserve the rules of natural justice. Once a decision has been taken, there is a tendency to uphold it and a representation may not yield any fruitful purpose. The authority, who embarks upon a post-decisional hearing, will naturally proceed with a closed mind and there is hardly any chance of getting a proper consideration of the representation at such a post-decisional opportunity. Even if any hearing was given to the employees, that would not be in compliance with the rules of natural justice or avoid the mischief of arbitrariness as contemplated by Article 14 of the Constitution. Such a decision has been taken, taking into account the judgment rendered by the apex Court in the case of **K.I. Shephard** (supra).

The same view has also been taken by the apex Court in the case of **V.C. Banaras Hindu University v. Shrikant**, (2006) 11 SCC 42.

13. In **Shekhar Ghosh v. Union of India**, (2007) 1 SCC 331, the apex Court in paragraphs-13, 14, 15, 17 and 23 of the judgment held as under:-

“13. The order dated 21-11-1996 clearly demonstrates that the Senior Divisional Officer, Kota, without holding an enquiry arrived at a finding that his original post was that of Khalasi in Wagon Repair Shop, Kota and his lien had been cancelled. He was directed to be repatriated. Despite arriving at such a finding, a post-decisional hearing was sought to be afforded to the appellant.

14. A post-decisional hearing was not called for as disciplinary authority had already made up its mind before giving an opportunity of hearing. Such a post-decisional hearing in a case of this nature is not contemplated in law. The result of such hearing was foregone conclusion.

15. In K.I. Shephard v. Union of India¹ this Court opined: (SCC p. 449, para 16)

“It is common experiences that once a decision has been taken, there is a tendency to uphold it and a representation may not really yield any fruitful purpose.”

(See also V.C., Banaras Hindu University v. Shrikant².)

17. It is not denied or disputed that even when a mistake is sought to be rectified, if by reason thereof, an employee has to suffer civil consequences ordinarily the principles of natural justice are required to be complied with. It was so held in Ram Ujarey v. Union of India⁴ in the following terms: (SCC pp. 691-92, para 17).

23. *In this case, the respondents accept that the appellant was entitled to a hearing. All the necessary ingredients of principles of natural justice were thus required to be complied with. The appellant as noticed hereinbefore had not been given adequate opportunity of hearing inasmuch as (i) the hearing was sought to be given was a post decisional one, which is bad in law (ii) a copy of the complaint was not supplied to the appellant at furtherance if not proposed that a mistake was sought to be rectified (iii) no charges were framed (iv) no witness was examined; and (v) no inquiry officer arrived at any finding that the appellant was guilty of the charges leveled against him."*

14. It is well settled law that justice is rooted in confidence and justice is the goal of a quasi-judicial proceeding also. If the functioning of a quasi-judicial authority has to inspire confidence in the minds of those subjected to its jurisdiction, such authority must act with utmost fairness. Its fairness is obviously to be manifested by the language in which charges are couched and conveyed to the person proceeded against. The principle that justice must not only be done but it must eminently appear to be done as well is equally applicable to quasi-judicial proceeding if such a proceeding has to inspire confidence in the mind of those who are subject to it.

15. Therefore, the show cause notice issued in Annexure-11 dated 01.09.2017, being an empty formality, cannot sustain in the eye of law. Considering from other angle such show cause notice was issued by the opposite party no.3-Executive Engineer, who is a party to the dispute, therefore, he is biased against the petitioner. In ***Kumaon Mandal Vikash Nigam Ltd v. Girija Shankar Pant***, (2001) 1 SCC 182, going by the test of bias, the apex Court laid down the principle and by applying the same, any man of ordinary prudence would come to a conclusion that in the instant case the alleged guilt of the petitioner-company has been prejudged at the stage of show cause notice itself. Thereby, the consequential imposition of penalty vide Annexure-13 dated 14.09.2017 also cannot sustain in the eye of law. The calculation sheet, which has been annexed to the letter dated 14.09.2017, clearly indicates that the date of commencement was 16.12.2016 and the date of completion was 15.09.2017. The period from 16.12.2016 to 14.09.2017 is 273 days. Interruption period due to forest clearance was from 5.5.2017 to 25.5.2017, i.e. for

21 days. Excluding this period, the compensation amount has been assessed demanding Rs.32,93,473.00. But that itself, being an outcome of bias mind, cannot sustain in the eye of law.

16. While considering the word '**bias**', whose latrine term is "*Nemo Debet esse judex in propria sua causa*" it was ruled by the apex court in **Kumaon** (supra) that, if on collating the surrounding circumstances, necessary conclusion that there is a real danger and not mere apprehension of bias, the administrative action would stand vitiated and, as such, it violates the principle of natural justice.

17. In view of the facts and law, as discussed above, this Court is of the considered view that the notice of show cause issued to the petitioner-company on 01.09.2017 in Annexure-11 for levy of compensation under clause 2 (a) of the agreement and the consequential demand of compensation @ 0.5% of the agreement value per day from the date of commencement of the work till 14.09.2017, minus the hindrance period for

disproportionate progress work, amounting to Rs.32,93,473.00 cannot sustain in the eye of law and, as such, the same is liable to be quashed and hereby quashed. It is open to opposite party no.3 to take appropriate steps in compliance of the principle of natural justice by giving opportunity of hearing to the petitioner-company.

18. The writ petition is accordingly allowed. No order as to costs.

SAVITRI RATHO, J.

I agree.

.....
DR. B.R. SARANGI,
JUDGE

.....
SAVITRI RATHO,
JUDGE

Orissa High Court, Cuttack
The 05th April, 2022, Arun/GDS