

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5620 of 2023

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Durganand Jha S/o Fanibhushan Jha, R/o Village-Near P.T. Middle School,
Tilkamanjhi, Vikramshila Colony, Jagdishpur, P.S. and District-Bhagalpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary, Health, Patna, Bihar.
2. The Principal, Jawahar Lal Nehru Medical College and Hospital, Bhagalpur.
3. The Proprietor, Elitefalcons Pvt. Ltd. having its registered office at 101 First Floor, Shri Ram Tower, Kankarbagh Main Road, P.S. Kankarbagh, District-Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Rounak Kumar Singh (Pankaj), Advocate
For the State	:	Mr.Birju Prasad (Gp13)
		Ms.Shweta Anand, AC to GP-13

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

2 16-10-2023 1. The present writ petition has been filed seeking the following relief(s):-

“1(i) For setting aside and quashing the agreement dated 01.07.2022, which in the most illegal and arbitrary manner, without adherence to the rules and regulations have been executed between the Respondent 2 and 3.

(ii). For seeking explanation and answers from the Respondent No.2, as to the reasons which have encouraged and prompted him to cancel the work of Alert Security Services, which used to provide security and safety in the Jawahar Lal Nehru Medical College and Hospital, Bhagalpur (from hereinafter JLMNCH), and in



an arbitrary manner without adhering to the rules and regulations, in a whimsical manner has allotted the work to Felcon Security Services and thus by a stroke of a pen has rendered the petitioner and other security guards employed in the same hospital as un-employed. That at this juncture it is imperative to reiterate herein that the aforesaid new agency is blacklisted and further the Proprietor of the same has already died long back.

(iii). For making the respondents accountable as to the reason that they have not followed the principles of natural justice and have sat idle on the representations which have been made to them on this front.”

2. At the outset, the learned counsel for the respondent has referred to the agreement in question, which is annexed as Annexure-1 to the writ petition and has pointed out that the period of agreement was for a period of one year, starting from the date of agreement i.e. 01.07.2022, which has already expired, hence the present writ petition has been rendered infructuous.

3. Accordingly, the present writ petition stands dismissed.

(Mohit Kumar Shah, J)

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