

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.7749 of 2023

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Jai Maa Durga Travels, through its Proprietor Dharmendra Kumar, Male 36 Years Son of Sri Chandrashekhar Prasad Sharma Resident of Shop No. G4A, Jaiprakash Bhawan, Near Dakbungalow Chowk, Fraser Road, P.O.-G.P.O. Patna, P.S.-Kotwali Town and District-Patna (Bihar).

... .. Petitioner/s

Versus

1. The State of Bihar through the Director, Information and Public Relations Department, Govt. of Bihar, Secretariat, Patna.
2. The Director, Information and Public Relations Department, Govt. of Bihar, Secretariat, Patna.
3. The Secreary, Information and Public Relations Department, Govt. of Bihar, Secretariat, Patna.
4. The Public Relation Officer, Chief Minister Secretariat, Govt. of Bihar, Patna.
5. The Special Secretary, Finance Department, Govt. of Bihar, Secretariat, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Shashi Nath Jha
For the Respondent/s : Mr. Vinay Kirti Singh (GA- 2)
Mr. Hemant Kumar Singh, AC to G.A-2

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI

and

HONOURABLE MR. JUSTICE JITENDRA KUMAR

ORAL ORDER

(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)



4 02-08-2023 In the instant petition, petitioner has prayed for the following relief :

“ Quashing/ setting aside the impugned memo no .- 607 dt. 06.04.2023 (Annx-7), issued by the Resp. no. 2 whereby and whereunder the service provided by the petitioner has been debarred for entering into any kind of contract with the respondents- authorities in future for the period of five years.

ii) Quashing/setting aside Memo no .- 3479 dt. 17.04.2023 (Annx-8), issued by the Special Secretary (Resp. no.5) whereby and whereunder the service of the petitioner has been debarred for entering into any kind of contract with the respondents- authorities in future for the period of two years.

(iii) Holding and declaring the respondent-authorities have not considered the order & direction of the Hon'ble Patna High Court dt. 31.01.2023 (Annx-4) in true letter and spirit, and have repeated the same orders/allegations against the present petitioner which have been raised by them earlier, and the same had already been set aside by the Hon'ble High Court vide Annx-4 hereto.

iv) Directing the respondents- authorities to make payments of all the dues/ arrears to the petitioner relating to the service already provided by the petitioner to the respondent no. 2 , as detailed interest,in Annx-6 hereto, which is payable to the petitioner with market interest, even as per the



earlier order & direction of this Hon'ble court as contained in Annx-4 hereto.

v) Holding and declaring that the service of the petitioner was up to mark, and there was no fault on part of the petitioner in providing service to the respondents- authorities at any stage.

vi) Holding and declaring that the respondents are not authorized issuing the under any Act to debar the petitioner again and again by issuing the same impugned Orders/Letters as contained in Annx- 7 and Annx-8 hereto.

vii) Directing the respondents-authorities to allow the present petitioner to participate and to enter into contract with the govt. departments including with the respondents-authorities, by setting aside the impugned order/letter dt. 06.04.2023 & 17.04.2023 as contained in Annx- 7 & 8 hereto respectively.

viii) Appointing an independent and competent person/authority to make detailed enquiry into all the circumstances/ lapses, if any in order to ascertain the alleged lapses on behalf of the petitioner, if any, till then the effect and operation of the impugned orders (Annx-7 & 8 hereto) may be kept in abeyance.

ix) Granting any other relief/reliefs for which the petitioner may be found entitled to. "

2. The petitioner was a successful bidder in supplying vehicles. Initially, contract was for a period of two years from 06.11.2019. Thereafter, one year contract was extended by means of agreement by the respective parties, and it



would be in vogue till 05.11.2022. In the meanwhile, the Respondent noticed that service and contract of the petitioner insofar as supplying vehicles and ancillary service was not satisfied & resulted in issuing show cause notice and passing blacklisting order and it was subject matter of litigation before this Court in C.W.J.C No. 17856 of 2022 and it was decided on 31.01.2023 while remanding matter and asking the concerned authority to pass a speaking order within within a period of two months. Thereafter, on 06.04.2023, speaking Order was passed. The petitioner feeling aggrieved by the blacklisting order for a period of five years and certain amounts which was due to the petitioner has not been settled. Hence the present petition.

3. Perusal of the records, it is evident that there is a dearth of service on behalf of the petitioner insofar as execution of contract during the intervening period from 05.11.2021 to 05.11.2022 resulted in blacklisting the petitioner and forfeiting certain amounts. Perusal of show cause notice read with the speaking order dated 06.04.2023, the petitioner could not apprise that service to the respondents in supplying vehicles, there are no defects to overcome the allegations leveled by the respondents on the petitioner.

4. Therefore, the petitioner has not made out a case,



so as to interfere with the blacklisting for a period of five years.
Insofar as any amount which is due to the petitioner, it is a
disputed amount. In that regard, the petitioner is permitted to
invoke remedy of Arbitration/Civil Court, in accordance with
Law.

(P. B. Bajanthri, J)

(Jitendra Kumar, J)

Skm/chandan/-

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