

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15327 of 2021

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Pallavi Kumari wife of Shailendra Kumar resident of Road No.1, H.R.D.T.
School Lane, Shivpuri, P.S. Shastri Nagar, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Engineer-in- Chief, Rural Works Department, Government of Bihar, Patna.
4. The Superintending Engineer-cum- Nodal Officer, PMGSY, Bihar Rural Road Development Authority, Patna.
5. The Superintending Engineer, Rural Works Department, Work Circle, Purnea.
6. The Executive Engineer, Rural Works Department, Works Division, Katihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Vijay Kumar Singh
For the Respondent/s : Mr. Ajay (GA)

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE JITENDRA KUMAR
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)

Date : 18-07-2023

In the instant petition, the petitioner has prayed for
the following relief:-

*“I) For issuance of an appropriate writ in
the nature of **CERTIORARI** for quashing the
order dated 05.07.2021 passed by the
Empowered Standing Committee of Rural Works
Department and communicated to the petitioner
under memo no.1733 dated 26.07.2021 issued
under the signature of the Respondent no.4*



whereby and where under the Empowered Standing Committee has been pleased to reject the appeal filed by the petitioner against the order of the rescindment passed by the Respondent no.6 contained in letter no.1446 dated 01.12.2020.

*(II) For issuance of an appropriate writ in the nature of **CERTIORARI** for quashing the order dated 25.02.2021 passed by the Respondent no.6 and contained in his memo no.322 dated 25.02.2021 whereby and where under the Respondent no.6 was pleased to direct the petitioner to deposit the amount Rs.37,18,618/- failing which certificate case would be filed against the petitioner as also recommended for blacklisting of the petitioner notwithstanding the fact that due to land dispute as well as flood coupled with the Pandemic COVID,2019, the work has not been completed within the time as stipulated.*

*(III) For issuance of an appropriate writ in the nature of **CERTIORARI** for quashing the order dated 01.12.2020 passed by the Respondent no.6 and contained in his memo no.1446 dated 01.12.2020 whereby and where under the Respondent no.6, was pleased to rescind the contract of the petitioner*

*(IV) For issuance of an appropriate writ in the nature of **CERTIORARI** for quashing the Tender Inviting Notice No.RWD/PMGSY/07/Re-Tender /2021-22 issued by the Respondent no.6 which was published for construction of*



remaining work of the road from L051 -Laliyahi Chowk to Pekha (Track51) Package No. BR-16R-369 under Pradhan Mantri Gramin Sadak Yojana (hereinafter referred to as PMGSY) after illegal rescindment of the contract of the petitioner according to which the date of opening of on- line bid is 06.08.2021.

*(V) For issuance of an appropriate writ in the nature of **MANDAMUS**, commanding and directing the Respondent no.6 to produce on record the proceeding of Tender Inviting Notice No.RWD/PMGSY/07/Re- Tender /2021-22 in which the contractor has been selected for doing the left work of the tender which was earlier allotted to the petitioner and on production the same may be quashed by issuance of an appropriate writ in the nature of **CERTIORARI***

*(VI) For issuance of an appropriate writ in the nature of **MANDAMUS** commanding and directing the official Respondents to permit the petitioner to complete the left out work of Package No. BR-16R-3659, L051- Laliyahi Chowk to Pekha for which the petitioner entered into an agreement with the Respondent no.6 vide Agreement No.10/SBD/2018-19 but due to land dispute, flood as well as Pandemic COVID,2019, the work has not been completed within the time and now the petitioner is ready to complete the work within March, 2022 as granted to other contractors for completing the work of PMGSY-I.*



(VII) For issuance of any other appropriate writ/writs ,order/ orders, direction/directions for which the writ petitioner shall be found entitled under the facts and circumstances of the case.”

2. The petitioner’s contract has been terminated. All along, her contention is that she has not been served with the notice. On this issue, on 23.06.2023, the following order was passed:-

“Allotted work to the petitioner has been rescinded on 01.12.2020 and thereafter he had preferred an appeal and his appeal was rejected on 05.07.2021.

Learned counsel for the petitioner submitted that the petitioner is not recipient of show-cause notice proposed to terminate the contract or rescind the work allotted to the petitioner. In this regard, a specific contention has been raised.

Therefore, the concerned Respondent/Authority of the show-cause notice is hereby directed to furnish material information to the extent mode of communication of show-cause notice, if it is through registered post under acknowledgment or through speed post etc.

Re-list this matter on 07.07.2023.”

3. The 6th respondent has filed supplementary show-



cause by producing postal acknowledgment vide Letter No. 213 dated 15.02.2020 (Annexure-B). Taking note of these information, one has to draw inference that the petitioner has been served with the notice of terminating the contract. Therefore, the petitioner has not made out a case on the score that impugned action is without notice.

4. Accordingly, the present writ petition stands dismissed.

5. Dismissal of the present case would not come in the way of agitating her right before arbitration under Clause 25 of the Agreement.

(P. B. Bajanthri, J)

(Jitendra Kumar, J)

Amrendra/ashish
kr/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	21.07.2023
Transmission Date	

