

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12454 of 2023

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Madhav Prasad Singh S/o Bipin Bihari Singh Citizen of India, Proprieter- M/s
Madhav Construction, R/o- Vill.- Andama, P.O.- Kusauthar, P.S.- Bahadurpur
(Fekula OP, Dist.- Darbhanga, Bihar- 847429. Petitioner/s

Versus

1. State of Bihar through the Principal Secretary, Rural Work Department,
Govt. of Bihar.
2. The Chief Engineer, Rural Work Department, Govt. of Bihar.
3. The Superintending Engineer, Rural Work Department, Works Division,
Govt. of Bihar.
4. The Executive Engineer, Rural Work Department, Darbhanga 1, Works
Division, Govt. of Bihar.
5. The Executive Engineer, Minor Irrigation Division, Madhubani, Govt. of
Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Vinayak Harshvardhan, Advocate
For the Respondent/s	:	Mr. Gyan Prakash Ojha, (G.A.7)
	:	Mr. Ajit Kumar, A.C. to G.A. 7

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE RAMESH CHAND MALVIYA
ORAL ORDER

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

4 06-11-2023 In the instant writ petition, the petitioner has prayed

for following reliefs.

*(A) To issue writ of mandamus and / or
any other appropriate writ(s) to set aside the order
dated 03.07.2017 as passed by the Respondents
herein which was issued under the signature of
Respondent No. 1, by which the respondent no. 1
has proclaimed the suspension of contractor-ships
of the petitioner and debarred the petitioner from
participation in next coming tender.*

*(B) To grant ad-interim relief with
respect to prayer under Para (a) above,*

(C) To issue order(s), direction(s), writ(s)



or any other relief(s) as this Hon'ble Court deems fit and proper in the facts and circumstances of the case and in the interest of justice

(D) To issue Rule Nisi in terms of prayers (a) to (c) above

(E) To award costs of and incidental to this petition be paid by the respondents;

2. Prima facie, there is delay in communicating the order of blacklisting the petitioner for an indefinite period vide order dated 03.07.2017. However, the petitioner in the pleadings averred that it has not been communicated. The petitioner had knowledge of the same only in the year 2023 when he was participating in certain tenders.

3. Learned counsel for the petitioner submitted that the impugned blacklisting – debarring the petitioner is for an indefinite period. The petitioner had not been issued a notice. Debarring the petitioner for an indefinite period has a civil consequences, therefore, he is entitled to notice and other formalities. The same has not been complied. On this core the impugned communication of debarring him dated 3.07.2017 is liable to be set aside.

4. Per contra, learned counsel for the respondents has not disputed in so far as issuance of show cause notice and so also communication of the order dated 03.07.2017 in a



particular manner known to the law.

5. Taking note of these dates and events and the fact that the petitioner has been indefinitely debarred. For not complying various procedures including not issuing show cause notice which is minimum requirement that apart indefinitely debarring a contractor is deprecated by the Apex Court in the case of ***M/s Chauhan Builders Raibareli vs. State of Uttar Pradesh & Ors. SLP (C) No. 32840 of 2018.***

6. In view of these facts and circumstances, the petitioner had made out a case. Accordingly, the impugned order dated 03.07.2017 stands set aside.

7. It is to be noted that petitioner has already suffered an order of debarring from 03.07.2017 to this date. Therefore, it is not fair in remanding the matter for a fresh consideration. Accordingly, the impugned order dated 03.07.2017 stands set aside, writ petition allowed.

(P. B. Bajanthri, J)

(Ramesh Chand Malviya, J)

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