

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19641 of 2016

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M/s A2z Infra Engineering Ltd. S/o Sri Chint Ram Saini, resident of House
No. 312, Sector- 30, P.S. Sector-31, District- Faridabad, Haryana.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Energy Secretary, Energy Department, 8-Daroga Rai Path, Patna-800001.
2. The Chairman-cum- Managing Director, Bihar State Power Holding Company Ltd., 1st Floor, Vidyut Bhawan, Bailey Road, Patna-800001.
3. The Managing Director, North Bihar State Power Holding Company Ltd., Vidyut Bhawan, Bailey Road, Patna-800001.
4. The Chief Engineer, Project- II, North Bihar State Power Holding Company Ltd., Vidyut Bhawan, Bailey Road, Patna-800001.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ankit Katriar, Advocate
For the NBPDC	:	Mr. Vinay Kirti Singh, Sr. Advocate
		Mr. Akhileshwar Singh, Advocate
For the Respondent/s	:	Mr. Subhash Prasad Singh, GA3
		Mr. Shiv Kumar, AC to GA 3

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL ORDER

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

4 09-05-2023 In the instant petition, petitioner has prayed for the

following relief(s):-

*“1. That this is an application
praying for issuance of a writ in the
nature of a writ of certiorari or any
other appropriate writ / order /
direction for quashing the order
bearing memo no.
87/ADB/2002/2013 dated
21.11.2016, issued by respondent no.
4, whereby and wherein (i) the
petitioner-company has been
debarred for two years from*



participating in any tenders of NBPDCCL and (ii) he following two contracts of the petitioner-company have been cancelled/ terminated from the date of the issue of the order:

● *LOA No. 54/ADB dated 23.03.2012, ICB no.2/Package-B/BSEB/ADB/2010 and Contract Agreement No. 2 dated 18.04.2012*

● *LOA No. 137/ADB dated 22.06.2012, ICB no.3/Package: C/BSEB/ADB/2010 and Contract Agreement No. 5 dated 20.07.2012*

It is further prayed for issuance of a consequential writ in the nature of a writ of mandamus or any other appropriate writ or direction commanding the respondent authorities to act as per the terms of the Contract Agreement which has been entered into between both the parties, as both the parties are bound by the same. The respondent authorities have themselves breached the contract by way of repeated defaults on their part and have tried to shift the onus on the petitioner-company and, in turn, have arbitrarily debarred the petitioner-company for two years from further participation in tender with utter disregard to the General Conditions of Contract (GCC) and in contravention to the procedure prescribed under the contract.”

2. Perusal of records, it is evident that impugned orders have spent its force, therefore, nothing remains.

3. In the event, petitioner intends to pursue the matter, he is at liberty to invoke appropriate remedy in terms of the



Clauses mentioned in the Contract agreement.

4. With the above observation, writ petition stands disposed of.

(P. B. Bajanthri, J)

(Arun Kumar Jha, J)

Himanshu/-
Ashish/-

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