

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3129 of 2024

Aim of People (Society) having its registered office at Madhav Nagar Road No.4, Jehanabad (Bihar), Pin -804408, represented through its Managing Director namely Satyendra Kumar (male), aged about 61 years, Son of Late Bharosha Sharma, resident of Madhav Nagar Colony, P.O and P.S.-Jehanabad, District-Jahanabad

... .. Petitioner/s

Versus

1. The State of Bihar Through Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
2. The Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
3. The Municipal Corporation, Sasaram through its Municipal Commissioner.
4. The Municipal Commissioner, Municipal Corporation, Sasaram, Bihar.
5. The Mayor, Municipal Corporation, Sasaram, Bihar.
6. Hafiz, son of not known, the Ward Councillor Municipal Corporation, Sasaram, Bihar.
7. Baby Devi, daughter of not known, the Ward Councillor, Municipal Corporation, Sasaram, Bihar.
8. Param Jyotiya @ Prabhawati Devi, daughter of not known, v The Ward Councillor, Municipal Corporation, Sasaram, Bihar.
9. Vinita Devi, daughter of not known, the Ward Councillor Municipal Corporation, Sasaram, Bihar.
10. Munni Devi, daughter of not known, the Ward Councillor Municipal Corporation, Sasaram, Bihar.
11. Kalawati Devi, daughter of not known, the Ward Councillor, Municipal Corporation, Sasaram, Bihar.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Ashish Giri, Advocate Mr. Sumit Kumar Jha, Advocate Ms. Riya Giri, Advocate
For the State	:	Mr. P.K. Shahi, Advocate General Mr. S.K. Mandal SC-3 Ms. Neelam Kumari AC to SC-3
For the respondent nos. 3 to 5	:	Mr. Bajrangi Lal, Advocate
For the respondent nos. 6 to 11	:	Mrs. Mayuri, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY



ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 25-07-2024

The petitioner was awarded cleanliness work in all (48) ward of Nagar Nigam Sasaram which includes door to door garbage collection work, segregation, secondary Storage, sweeping and cleaning of all road, pavements, lanes, Galis, all major and minor drains, Parks, Collectorate Campus, Court Campus etc, in day time and an agreement was executed 30.08.2023. The contract was valid for one year. Immediately after the contract was taken up, the petitioner made a request to the Nagar Nigam who had awarded the contract; for cancellation of the same. Annexure-P/4 dated 13.12.2023 is the communication addressed to the Municipal Commissioner. The petitioner in the said communication had stated that the workers employed by them are going on constant strikes and demanding more wages and in such circumstance they are unable to carry on with the work.

2. The Municipal Commissioner on the other hand issued Annexure-P/6 pointing out a number of defects in the work and threatened blacklisting of the organization and also depriving the petitioner from the work, for gross negligence in



the cleaning activities. The petitioner replied to the same by Annexure-P/7. Eventually by Annexure-P/9 the petitioner was blacklisted. As of now it is submitted by both parties that the petitioner's contract is also no more functional and the Nagar Nigam is handling the sanitation work through other agencies.

3. The petitioner's contention is only with respect to the blacklisting having been carried out. The petitioner does not even challenge the cancellation. The petitioner relies on Annexure-P/1 agreement and points out that if there is defective work, the authority who granted the contract has only the right to cancel the work allotment and not to blacklist the petitioner. The respondent also was not able to show us any authority to blacklist the contractor except for the submission that the Municipal Board had decided that the petitioner would be blacklisted. When the Municipal Commissioner has issued the Award and the show cause notice also, there could have been no dictate from the Municipal Board insofar as blacklisting of the petitioner.

4. In any event, we did not find any power on the authority to blacklist the petitioner and as we noticed above the petitioner does not challenge the cancellation of contract despite pointing out that in the impugned order there are many



other reasons which have not been stated in the show cause notice. Learned Counsel for the Nagar Nigam submits that there were several show cause notices issued.

5. In any event, we are not concerned with that since the cancellation of work is not challenged. Finding that there is no power to blacklist the petitioner, the impugned order to the extent it blacklists the petitioner is set aside. If the petitioner has any monetary claims against the Nagar Nigam, the petitioner would have to avail the appropriate remedy by way of filing a civil suit since there is no arbitration clause in the agreement. The petitioner could also approach the authorities for any monetary claims with a representation before a civil suit is initiated.

6. The writ petition stands allowed with the above directions.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

ranjan/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	
Transmission Date	NA

