

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5057 of 2024

M/s Aspirare Technologies Private Limited, through its Regional Manager Mr. Manish Kumar Jha, Male, Aged about 43 Years, Son of Shri Ashok kumar Jha, Resident of Laxmi Sagar Road No. 4, P.O. Laxmi Sagar, P.S. - L.N.M.U, District - Darbhanga, Bihar.

... .. Petitioner/s

Versus

1. Dr. Rajendra Prasad Central Agricultural University, Pusa, Samastipur, Bihar (through its Vice Chancellor).
2. The Vice Chancellor, Dr. Rajendra Prasad Central Agricultural University, Pusa, Samastipur, Bihar.
3. The Procurement Officer, Dr. Rajendra Prasad Central Agricultural University, Pusa, Samastipur.
4. The Officer-in-charge, Central Store, Dr. Rajendra Prasad Central Agricultural University, Pusa, Samastipur.
5. The Director of Extension Education, Dr. Rajendra Prasad Central Agricultural University, Pusa, Samastipur.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. P.N. Shahi, Sr. Advocate Mrs. Archana Sinha, Advocate Ms. Swarna Roy, Advocate
For the Respondent/s	:	Mr. P.K. Shahi, Sr. Advocate Mr. Vijay Shankar Upadhyay, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 22-07-2024

We heard Shri P.N. Shahi, learned Senior Counsel for the petitioner and Shri P.K. Shahi, learned Senior Counsel for the respondent University.

2. The dispute arises with respect to a contract signed between the respondent University and the petitioner on



20.05.2022 for the purpose of setting up an 'Interactive Farmer's Portal for Digital Training of Farmers' at the University.

3. We are not at this stage concerned with the issuance of the contract; though the allegations of the University is specifically with respect to the manner in which the tender was submitted and the alleged fraud perpetrated by the petitioner.

4. Learned Senior Counsel for the petitioner specifically pointed to Annexure-P27 order dated 05.03.2024 of the University which brought in the consequence of imposition of penalty, forfeiture of Performance Guarantee and blacklisting of the petitioner without any period specified. Specific reference is made to Annexure-P24 show-cause notice dated 13.12.2023 where four grounds were stated and the allegation of fraud raised and a notice period of 15 days was given to explain. It was also threatened in Annexure- P24 show-cause notice that if the explanation is not satisfactory, the aforementioned contract would be void. But however, there was nothing specified as to imposition of penalty, blacklisting or forfeiture of security deposit.

5. Learned Senior Counsel for the University took us to the counter affidavit and specifically read from Paragraphs 9



to 14. Paragraphs 9 and 10 speak of the default committed by the University's own officials. It is also orally submitted that departmental proceedings are initiated. Paragraphs 11 and 12 are on the facts of the issuance of the tender and the tender submitted, while Paragraphs 13,14 and 15 specifically raises allegations against the petitioner, all of which allegations are not seen in Annexure-P24. Hence, going by the decision of the Hon'ble Supreme Court in *Mohinder Singh Gill v. Chief Election Commissioner; (1978) 1 SCC 405*, what has not been stated in the show-cause notice or the order cannot be substituted in the counter affidavit.

6. On the above technical ground of the show-cause notice not being properly issued, we set aside both the impugned order passed (Annexure-P27) and the show-cause notice (Annexure- P24), however, leaving liberty to the respondent University to issue a detailed show-cause notice, also informing the petitioner about the possible consequences of the explanation being found not satisfactory and pass a speaking order after considering the explanations and affording an opportunity for personal hearing.

7. Learned Senior Counsel for the petitioner submits that there were supply of materials made and the petitioner has



proceeded considerably in execution of the contract.

8. It would be premature for us to consider the same since we have directed a fresh show-cause notice to be issued and an explanation to be submitted by the petitioner, which has to be considered on its own merits. We cannot presume that the University would conclude in the same manner as in Annexure-P27 order. In any event, if the consequences arise as in Annexure-P27 order after the contract is declared void, then necessarily, the petitioner would have his remedy to seek for an arbitration, if there is an arbitration clause in the agreement, or approach the Civil Court.

9. The writ petition stands disposed off without any observation on the merits of the matter.

10. Interlocutory Application(s), if any, shall stand closed.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	23.07.2024
Transmission Date	

