

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8129 of 2024

M/s Navyouak Sanga Sarmic Swalambi Sahkari Samiti through its Secretary and Chief Executive Officer, Manoj Kumar Mishra, aged 51 Years, Male, Son of Radha Ballabh Mishra, registered Office at Shokhara-2, Barauni, District-Begusarai, Pin Code- 851112.

... .. Petitioner/s

Versus

1. The Union of India through the Ministry of Railways, Rail Bhawan, New Delhi, 1100001.
2. The Divisional Railway Manager, East Central Railway, Sonpur Division, P.O. Sonpur, District- Saran, Pin- 841101.
3. The Sr. Divisional Mechanical Engineer, (C and W) East Central Railway, Sonpur, District- Saran, Pin- 841101.
4. The Principal Chief Mechanical Engineer, East Central Railway, Hajipur, District- Vaishali, 844101.
5. The General Manager, East Central Railway, Barauni Jn.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Anshu, Advocate
For the Respondent/s	:	Mr. Satyabir Bharti, Sr. Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 26-06-2024

The petitioner is aggrieved with Annexure-P/6 (Termination Notice) only to the extent of the blacklisting for a period of two years. The petitioner was given a contract and on the basis of his performance, he was issued various notices which culminated in the notice at 01.01.2024 produced as Annexure-P/4. Therein, the petitioner was directed to improve his performance within seven days, especially considering the



fact that an earlier performance notice dated 11.12.2023 and the adverse reports received on the work carried out, had not been responded to by the petitioner. Finding the performance to have not improved, Annexure-P/6 was issued terminating the contract.

2. In judicial review, we are only looking at the decision making process and we will not examine the merits of the decision itself, especially in a contract awarded wherein the awarder has found the performance of the awardee to be not up to the mark. It would not be competent for this Court to look into whether the performance had been in accordance with the contract or not.

3. In any event, the petitioner is not challenging the termination also. The petitioner is only concerned with the blacklisting order for a period of two years from the date of Annexure-P/6. We see that that the notice issued at Annexure-P/4 did not direct the petitioner to show-cause as to the blacklisting. There is also no clarity as to whether the contract entered into between the parties, contain a provision for blacklisting.

4. In such circumstances, we interfere with Annexure-P/6 only to the extent of the blacklisting ordered in Annexure-



P/6 for two years from the date of issuance of Annexure-P/6. We make it clear that the respondent authority would be entitled to issue a fresh show-cause notice, specifically pointing out the provision for blacklisting from the contract and also reasons for such adverse consequence proposed to be visited on the petitioner, within a period of three weeks, if it is so desired. If such show-cause notice is issued, the petitioner would be entitled to file an objection and will also be afforded a personal hearing before any order is passed. If no such show-cause notice is issued within the stipulated time, necessarily Annexure-P/6 to the extent of the blacklisting would stand set-aside.

5. The writ petition stands disposed of.

(K. Vinod Chandran, CJ)

(Harish Kumar, J)

shivank/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	27.06.2024
Transmission Date	NA

