

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17489 of 2023

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M/s Impressions Services Pvt. Ltd. through its Authorized Representative Mr. Anil Kumar Singh age 36 years, Male, having registered Office at WZ/8/7, First Floor, Peeli Kothi, Kirti Nagar Industrial Area, New Delhi 110015.

... .. Petitioner/s

Versus

1. The State of Bihar through its Additional Chief Secretary, Urban Development Department, Bihar, Patna.
2. The Municipal Commissioner, Patna Municipal Corporation, Second Floor, Block-C, Maurya Lok Complex, Buddha Marg, Patna, Bihar 800001. Secretary, Department of Revenue and Land Reforms, Government of Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Sanjay Kumar Pandey, Advocate
For the Respondent/s	:	Mr. Md. Raisul Haque, SC-10
For the PMC	:	Mr. Prasoon Sinha, Advocate
		Mr. Amarnath Kumar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE HARISH KUMAR)

Date : 10-04-2024

Heard the parties.

2. The petitioner, a private limited company incorporated under the Companies Act, 1956 duly represented by its authorized representative has invoked the equitable jurisdiction of this Court under Article 226 of the Constitution of India seeking quashing of the order dated 13.08.2022 as contained in letter no. 11399, issued under the signature of Patna Municipal Commissioner, whereby the petitioner has been debarred for three years from participating in any work relating



to the Patna Municipal Corporation. The petitioner further challenged the decision of the Municipal Corporation to forfeit the bank guarantee submitted on behalf of the petitioner pertaining to NIT No. 12/CME/PMC/2018 and 13/CME/PMC/2018.

3. In response to the NIT No. 12/CME/PMC/2018, the petitioner was identified as a possible service provider through the selection process and accordingly, the respondent Corporation agreed to empanel the petitioner as the agency for executing the work as per the terms of the 'Request For Proposal' and issued a letter of award dated 07.03.2019. Having been declared successful bidder, the petitioner and the respondent no. 2 entered into a written contract on 05.07.2019 for a period of three years. In terms of the aforesaid contract, the petitioner was entrusted with the task of providing man power for performing and managing the day-to-day activities at the Patna Municipal Corporation. The petitioner has also submitted bank guarantee as performance security.

4. Adverting to the facts, learned Counsel for the petitioner submitted that the petitioner has successfully discharged his duties for the period of three years, which expired on 31.03.2022. However, despite the expiry of the



contract, on the request made by the respondent, the petitioner continued to provide the services to the respondent no. 2 at its various locations. However, all on a sudden, a show-cause notice has been served upon the petitioner vide letter no. 7445 dated 02.06.2022, with respect to different tenders in connection with fleet management, for providing drivers for the municipal vehicles.

5. In response to the show-cause notice, a detailed reply has been submitted denying all the charges. However, the respondent not being satisfied with the explanation of the petitioner rejected the same vide order dated 22.07.2022 as contained in letter no. 10363 and issued another show-cause notice as to why not the contract of the petitioner be rescinded and action be taken to black list the petitioner. The petitioner immediately responded to the aforementioned show-cause, but again it was not found favour and finally the impugned order dated 13.08.2022 came to be passed under the signature of Municipal Commissioner, Patna Municipal Corporation, the copy of which is produced as Annexure – P/9.

6. While assailing the impugned order, apart from other submissions, it is contended by the learned Advocate for the petitioner that in identical matter, on similar charges, a



partnership firm, M/s Everest Human Resource Consultants has also been inflicted with the identical punishment, which was assailed in CWJC No. 1148 of 2023. The learned Division Bench of this Court vide its order dated 27.06.2023, after having found that there was no extended agreement after the completion of the period of three years and if the agency has committed any irregularities or insufficiency in providing workforce to the Patna Municipal Corporation, beyond the period of contract, the same cannot be taken note of for debarment and accordingly, the learned Division Bench has set aside the impugned order of debarment.

7. The aforementioned contention of the petitioner has not been refuted by the learned Advocate representing the Patna Municipal Corporation.

8. Considering the aforesaid facts and circumstances, especially the order of the learned Division Bench passed in identical matter, the present writ petition stands allowed in part, in terms of the order dated 27.06.2023 passed in CWJC No. 1148 of 2023. Accordingly, the impugned order of debarment dated 13.08.2022 as contained in letter no. 11399 is hereby set aside, reserving the liberty to either of the parties to invoke the appropriate arbitration remedy insofar as the settlement of



monetary benefits are concerned. As far as the rescinding of contract, since there is no valid contract in existence, it can only lead to no extension being granted to the petitioner, for which the petitioner has no justiciable right.

9. With the aforesaid observation, the writ petition stands disposed of.

(K. Vinod Chandran, CJ)

(Harish Kumar, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16.04.2024.
Transmission Date	NA

