

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18544 of 2024

Prakhar Know Teq Consortium, Consortium Between Prakhar Software Solutions Private Limited and Knowteq Concepts Private Limited, Companies registered under the Companies Act, 1956 through its Authorised Signatory Rahul Kumar, Male aged about 34 years, Son of Shri Shiv Kumar Sahu, Resident of Trimurti House, Sapnabhat Building, Exhibition Road, P.S. Gandhi Maidan, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Patna Rural Works Department, Government of Bihar, Patna.
2. The Executive Engineer, QMC, Rural Works Department, Patna.
3. The Engineer - in - Chief, Rural Works Department, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Abhinav Srivastava, Sr. Adv. Mr. Arpit Anand, Adv.
For the Respondent/s	:	Mr. P. K. Shahi, AG

CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

4 20-12-2024 Heard the learned counsel for the parties.

2. The present writ petition has been filed for the following relief(s):-

“That the petitioner through the present writ application prays for the issuance of the writ of certiorari for quashing the letter dated 26.11.2024 wherein the respondent no. 3, namely, Engineer-In- Chief, Rural Works Department, Patna has terminated the agreement with the petitioner for supply of Independent Engineers for Quality Monitoring Cell Rural Works Department without serving a



show cause to the petitioner.”

3. Learned counsel appearing on behalf of the petitioner has stated that the petitioner has assailed the impugned letter dated 26.11.2024 (Annexure P/4) whereby the Rural Works Department issued the letter seeking termination of the contract within thirty days of issuance of the said letter. Learned counsel has stated that the authority without any rhyme and reason are trying to terminate the contract. Learned counsel has stated that the petitioner has invested heavily and would be put to great loss if the contract is terminated abruptly. That the authority without adverting to the same have issued the advance notice of termination. Learned counsel has, therefore, sought the indulgence of this Hon’ble Court for staying the impugned letter dated 26.11.2024.

4. *Per contra*, Mr. P. K. Shahi, learned Advocate General appearing on behalf of the respondents has vehemently opposed the very maintainability of the present writ petition. Learned Advocate General has stated that the parties having entered into the agreement fully knowing well the contents of the agreement and they cannot now complain about the terms of the contract. Learned counsel has stated that the advance notice issued to the petitioner is in terms of the agreement, more



particularly, Clause 11.4 which reads as under:

“ Clause 11.4 – Either party may terminate this Agreement by written notice of thirty (30) days and In the event a party wants to terminate this agreement without prior notice then, the Clause No. 11.2 as above will apply.”

Learned counsel has stated that the notice which has been issued to the petitioner is in consonance with the above Clause 11.4 of Agreement and in case the petitioner has any grievance, he has remedy of approaching the Arbitrator under Clause 8. Learned counsel has therefore prayed this Hon'ble Court to dismiss the present writ petition.

5. A perusal of agreement dated 12.03.2024, more particularly, Clause 8 reveals that there is an Arbitration clause in the agreement entered between the parties. In case of any dispute, the parties are always free to approach the Arbitrator seeking resolution of the dispute, if any.

6. Having regard to the same, this Court is not inclined to entertain the present writ petition. Accordingly, the present writ petition is dismissed. However in case the petitioner is so advised, he can approach the authorities seeking continuance of his services, till such time, an alternate



arrangement is made.

7. With the above observation, the CWJC stands dismissed.

(A. Abhishek Reddy, J)

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