

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.617 of 2025

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Bhim Yadav S/o Triveni Yadav, Resident of Village-Piprahi, Dinmo, Post-Kusheshwarasthan, District-Darbhanga.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary, Rural Works Department, Government of Bihar, Patna.
2. Additional Chief Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Engineer in Chief, Rural Works Department, Government of Bihar, Patna.
4. The Chief Engineer-3, Rural Works Department, Government of Bihar, Patna.
5. The Superintending Engineer, Rural Works Department, Work Division, Biraul, District-Darbhanga.
6. The Executive Engineer, Rural Works Department, Work Division, Biraul, District-Darbhanga.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ranjeet Kumar, Advocate Mr. Kanishk Kaustubh, Advocate Mr. Shikhar Mani, Advocate
For the Respondent/s	:	Mr. P.K Verma, AAG-3, Sr. Advocate Mr. Sanjay Kumar Ghosarvey, AC to AAG-3

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

Date : 30-04-2025

Heard the learned counsel for the parties.

2. By the impugned order contained in Memo
No.2564 dated 27.12.2024 issued by the Executive
Engineer, Rural Works Department, Works Division,



Biraul, District-Darbhanga, the agreement between the petitioner and Rural Works Department dated 15.09.2020 was cancelled.

3. The work was for construction of road as also for its maintenance for 5 years.

4. It is the contention of the petitioner that the road was constructed and for 2 years, it was maintained properly and there was no complaint from any quarter especially, the respondents.

5. In the 3rd year of maintenance, the learned counsel for the petitioner submitted that there were some lapses but for that, the agreement was terminated and that also without issuance of any notice to him. He has further submitted that all the notices, which were allegedly sent by the respondent/Rural Works Department, were in the nature of general directions to complete the work of maintenance of roads, which cannot be construed as notice with a clear intent to terminate the agreement of the petitioner or to take any further



precipitate action.

6. Lastly, it has been submitted that the petitioner be permitted to continue with the arrangement under the agreement on his undertaking to maintain the roads for the rest of the period under the contract agreement.

7. Countering the aforementioned contentions, Mr. P.K Verma, learned AAG-3 has submitted that the entire road in question was found to be damaged. Several notices were sent to the petitioner for completing the work but none of them were responded to. The petitioner has lost interest in carrying out the maintenance work.

8. Precisely for this reason, he was communicated with a notice that if this situation continues any further, the agreement would be terminated and the petitioner would be blacklisted.

9. It was only after the order of termination of contract that the petitioner had represented along with the photographs taken of the road, suggesting that



necessary maintenance work was done.

10. The aforementioned representation was answered by the respondents that the photographs are no proof of the maintenance work. It only demonstrated that few of the patches were repaired and photographs of those parts were taken.

11. On our specific query with respect to issuance of notice for termination of contract, Mr. Verma has pointed out that by letter no. 2516 dated 19.12.2024 contained in Annexure-P/5 to the writ petition, the petitioner was made known that if the road is not repaired and maintained within 15 days, then there would be recommendation for termination of contract and blacklisting the petitioner.

12. *Stricto sensu*, this may not be the notice of termination of contract as it was only in the contemplation of the respondents, dependent on the work of the petitioner, but considering the track record of the petitioner and the positive fact-statement of the



respondents that the entire road remained damaged during the period when it had to be maintained by the petitioner under the contract, we refrain ourselves from interfering with the order of termination of contract.

13. The writ petition is dismissed.

(Ashutosh Kumar, ACJ)

(Partha Sarthy, J)

Shiv/Sunil

AFR/NAFR	
CAV DATE	N/A
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