

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.2740 of 2025**

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Sabyasachi Bhattacharya, S/o Pradeep Kumar Bhattacharya, Resident of Flat No. 303, B. Block, Sri Deo Apartment, Patliputra Colony Near Alpana Market, P.S. Patliputra, District Patna.

... .. Petitioner/s

Versus

1. The State of Gujarat represented through Additional Director, Gromax Agri Equipment Ltd., Vadodara, Gujarat.
2. The C.E.O. Mahindra and Mahindra Ltd., Akruli Road, Kandivali (E), Mumbai.
3. The C.H.R.O-A.F.S., Mahindra and Mahindra Ltd. Cum Gromax Agri Equipment Ltd., P.S. Kandivali, West Mumbai, Maharashtra.
4. The Human Resource Head, Mahindra and Mahindra Ltd., Akruli Road, Kandivali (E), Mumbai.
5. The Business Head (C.O.O.), Gromax Agri Equipment Ltd., Vadodara, Gujarat.
6. The Human Resource Head, Gromax Agri Equipment Ltd., Vadodra, Gujarat.
7. The C.F.O. Gromax Agri Equipment Ltd., Vadodra, Gujarat.
8. The Retail Head, Gromax Agri Equipment Ltd., Vadodra, Gujarat.

... .. Respondent/s

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**Appearance :**

For the Petitioner/s : Mr. Sunil Kumar No.III, Advocate  
For the Respondent/s : Mr.

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**CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR**  
**ORAL ORDER**

2      17-02-2025                      Heard learned Advocate for the petitioner.

2. The petitioner who had been serving to the post of Assistant General Manager (Sales & Marketing) in Bihar (Patna) is aggrieved with the letter dated 12.12.2024 issued by the respondent no. 3 whereby the services of the petitioner stands terminated.

3. Learned Advocate for the petitioner contended that



the impugned order of termination is wholly illegal, perverse and in complete defiance of the principle of natural justice, apart from other infirmities.

4. This Court has meticulously seen the averments made in the writ petition. *Prima facie* the writ petition has been preferred against a private company which runs in the name of Mahindra & Mahindra Ltd. cum Growmax Agri Equipment Ltd.

5. Suffice it to observe that writ jurisdiction ordinarily be invoked if there is public law element involved and not to enforce a contract of personal service. Writ petition, challenging the order of termination or a dispute in relation to service of an employee of a private company is, *per se*, not maintainable or in other words, violation of service rules or service contract of a private company, cannot be enforced in writ jurisdiction. A private body or a person may be amenable to writ jurisdiction only where it may become necessary to compel such body or association to enforce any statutory obligations or such obligations of public nature casting positive obligation upon it. Reference in this regard may be taken to a decision rendered by the Apex Court in the case of ***Federal Bank Ltd. vs. Sagar Thomas & Ors., (2003) 10 SCC 733.***

6. Individual wrongs or breach of mutual contracts



without having any public element as its integral part cannot be rectified through petition under Article 226 of the Constitution of India. Unless, the service conditions are regulated by statutory provisions or the employer has the status of State within the expansive definition under Article 12, or it is found that the action complained of has public law element, no writ would lie.

7. At this juncture, learned Advocate for the petitioner seeks permission to avail the appropriate remedy before the competent authority/Labour Court.

8. In view thereof, the present writ petition stands disposed off with the liberty aforesaid.

**(Harish Kumar, J)**

supratim/-

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