

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1292 of 2025

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SIFY Digital Services Limited having its Registered Office at 2nd floor, Tidel Park No.4, Canal Bank Road Taramani, Chennai-600113.

... .. Petitioner/s

Versus

1. The State of Bihar through Additional Chief Secretary, Department of Education, Patna, Government of Bihar Vikash Bhawan, New Secretariat, Patna-800015, Bihar.
2. The Chairman, Bihar School Examination Board (BSEB) Sinha Library Road, (Near Sinha Library), Patna- 800017, Bihar.
3. The Director, State Council of Education Research and Training (SCERT) Mahendru, Patna (Bihar), Pin- 800006.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Chitranjan Sinha, Sr. Advocate Mr. Sriram Krishna, Advocate Mr. Amarjeet, Advocate Mr. Prabhat Kumar Singh, Advocate Mr. Shashank Shekhar Kumar, Advocate
For the State	:	Mr. Ajit Kumar, AC to GA- 9
For the BSEB	:	Mr. Satyabir Bharti, Sr. Advocate Mr. Abhishek Anand, Advocate Ms. Kanupriya, Advocate

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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 : 16-04-2025

We have heard Mr. Chitranjan Sinha, the learned Senior Advocate for the petitioner, a public limited company, with whom the contract for conducting



online examination has been cancelled and the petitioner has been blacklisted for an indefinite period.

2. It appears that the petitioner participated in the RFP dated 22.09.2023, which was floated for selection of an agency for setting-up an online examination system and to conduct online examinations (computer based tests).

3. All the bidders including the petitioner had agreed to provide end to end solutions for conducting computer based tests for various examinations under the Education Department, Government of Bihar, which included making provisions for necessary hardware facilities; manpower; and technical support.

4. The petitioner was adjudged L-1 and was awarded the contract for five years, which was extendable by a further period of two years, but subject to certain conditions.

5. In few of the tests conducted under the Competency Examination-2 (CTT-2) from 23.08.2024 to



26.08.2024, a lot many anomalies were detected, especially the repetition of questions in around five subjects of class IX and X.

6. This issue caught the attention of the SCERT, which constituted a Board of six members to examine the anomalies in the examination and take a decision regarding preparation of the result. Because of such anomalies pointed out, re-examination for seven subjects had to be taken and, thereafter, the results were published.

7. It was under this circumstance that the petitioner was noticed as to why it should not be blacklisted. Though the petitioner replied to the afore-noted charge, but according to Mr. Sinha, the order of blacklisting was passed without taking into account any of the grounds listed by the petitioner in its defence.

8. The order impugned, therefore, has been challenged on two grounds, namely, of the same being cryptic/laconic and the other for the order being open-



ended and the blacklisting effect to continue for an indefinite period.

9. Though the contract agreement with the petitioner also has been terminated, but there is no challenge to the aforesaid decision in the present writ petition.

10. The main reason for blacklisting the petitioner is the repetition of questions in many papers for which examinations were held from 23.08.2024 to 26.08.2024. In that regard, the petitioner had explained that the question papers had to be furnished by SCERT. The questions so furnished to the petitioner had to be curated into specific template which had to be uploaded in the shape of a tool for generating the question packs. The anomalies crept in the question papers only because of non-timely supply of questions to the petitioner. For many of the subjects, the questions were furnished a day before or on the day of the examination. The process of curating those questions into a template for generating question



packs, normally consumes a lot of time. Because of the time constraint, certain repetition occurred; but it was not solely the fault of the petitioner. Despite that, the petitioner, without asking for any further cost, successfully conducted the re-examination and the results were published.

11. These aspects have been totally ignored by the respondents while terminating the contract and blacklisting the petitioner for an indefinite period.

12. It needs no repetition by now that an order of blacklisting is a drastic/adverse action and, therefore, it has got to be tested on the anvil of fairness and proportionality as well.

13. In the present case, taking into account the fact that there was some fault on the part of the respondents also in not furnishing questions/contents to the petitioner in time, for them to curate and generate accessible question packs and the petitioner's conduct in carefully and ungrudgingly undertaking the re-



examination process, which was ultimately found to be successful, we find that the order of indefinite blacklisting is disproportionate and suffers from the vice of being unfair. The disability created by the impugned order of blacklisting clearly reflects that the reasons offered by the petitioner for the anomalies for which the petitioner was charged, have not at all been taken into consideration.

14. However, for the blacklisting order being indeterminate in point of time, we set aside the order impugned and remit the matter to the concerned authority for taking a fresh decision, after taking into account the reasons given by the petitioner regarding such failure in conducting the examination properly.

15. The order shall be passed within a period of 15 days from the date of receipt/communication of this order before the concerned authority.

16. While saying so, we have relied upon the judgment of the Supreme Court in ***Daffodills Pharmaceuticals Ltd. and Anr. vs. State of U.P.***



and Anr. : (2020) 18 SCC 550, where blacklisting order for an indefinite duration was not approved of.

17. We further make it clear that since there is no challenge to the order of termination of contract, this order only pertains to the blacklisting of the petitioner. For termination of contract, the petitioner shall have the liberty to challenge the same, in case so deemed necessary.

18. The writ petition is allowed to the extent indicated above.

19. Interlocutory application/s, if any, also stands disposed off accordingly.

(Ashutosh Kumar, ACJ)

(Partha Sarthy, J)

Sauravkrsinha/
Praveen-II-

AFR/NAFR	NAFR
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