

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11017 of 2018

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M/s Janki Electricals and Construction S/o Sri Ram Balak Singh at present residing at Town - Lakhisarai, Karyanand Nagar Near Power House, P.O. and P.S. - Lakhisarai, District - Lakhisarai.

... .. Petitioner/s

Versus

1. The South Bihar Power Distribution Company Ltd. through its Managing Director having its Head Office at Vidyut Bhawan, Bailey Road, Patna – 800001.
2. The Deputy General Manager HR South Bihar Power Distribution Company Ltd., Vidyut Bhawan, Bailey Road, Patna - 800001
3. Chief Engineer O and M, South Bihar Power Distribution Company Ltd., Vidyut Bhawan, Bailey Road, Patna - 800001
4. Electrical Executive Engineer, Electric Supply Division, Lakhisarai.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Mukesh Prasad Singh
For the SBPDCL	:	M/s Kumar Priya Ranjan, Addl.S.C. Sudarshan Bharadwaj, Sandeep Kumar, Advocates

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 11-07-2025

1. The petitioner has filed the instant application for the following reliefs:

“ (i) For issuance of a writ in the nature of writ of certiorari for quashing the letter no- 65 dated 30.01.2018 issued by the respondent no- 4- EEE, Lakhisarai (Annexure -11 herein) by which the application of the petitioner dated 15.01.2018 for extension of Manav Bal agreement to perform operation and maintenance work in the



Lakhisarai electric supply division from 31.01.2018 onward for further six months has been rejected.

(ii) For a direction to the respondent no. 4 to allow extension of Manav Bal agreement w.e.f. 31.01.2018 onward to further six months which has been illegally rejected by the respondent No. 4 without complying the terms and conditions No. 4 of the concerned notification dated 25.06.2013 (Annexure-3 herein) by which it is required to give 15 days notice to the contractor to rescind the contract and depanel the Agency.

(iii) For a direction to restrain the respondent no. 4 (EEE, Lakhisarai) from harassing the petitioner

(iv) For grant of any other relief /reliefs for which the petitioner is entitled to have."

2. The brief facts of the case is that the petitioner is a registered contractor, empanelled by the South Bihar Power Distribution Company Ltd. (SBPDCL) for providing *Manav Bal* (manpower) services relating to operation and maintenance



work in the Lakhisarai Electric Supply Division. The empanelment was made, pursuant to a direction issued by Respondent No. 2, DGM (HR), SBPDCL, vide letter No. 164 dated 24.06.2013 (Annexure-1), and applications for empanelment was submitted by the petitioner in the prescribed format and was duly accepted vide letter No. 1233 dated 27.07.2013(Annexure-4). Consequently, the petitioner executed a formal agreement dated 31.7.2013 (Annexure-5) with Respondent No. 4, Electrical Executive Engineer (EEE), Lakhisarai, on 31.07.2013.

3. The Learned counsel for the petitioner submitted that, as per Clause 4 of the notification dated 25.06.2013, the agreement was to remain in force for three years and was subject to further extension for another three years, upon satisfactory performance. The petitioner completed the initial term from 31.07.2013 to 31.07.2016 satisfactorily, following which the contract was extended multiple times — first from 01.08.2016 to 31.01.2017, then from 01.02.2017 to 31.07.2017,



and further till 31.01.2018 — with due approval from the competent authorities.

4. The Learned counsel for the petitioner further submitted that before the expiry of the last extension, the petitioner submitted a request dated 15.01.2018 for a further extension, to which there was no response. Subsequently, the 4th respondent vide letter No. 65 dated 30.01.2018 replied to the petitioner's letter dated 15.01.2018 and the same was mailed to the petitioner on 01.02.2018. It is further submitted that after receiving the letter of the petitioner dated 31.08.2018, the 4th respondent rejected the request for further extension of work on flimsy grounds, which the petitioner contends to be arbitrary and legally unsustainable. The petitioner asserts that no notice of unsatisfactory performance was issued, as required under Clause 4, and no adverse remark was ever recorded during the tenure of the work.

5. It is further submitted by the Learned counsel of the petitioner that, the allegations cited



for rejection were already resolved and the police submitted a final report in Lakhisarai P.S. Case No. 08/2018, and an inquiry committee report dated 15.05.2017 (Annexure 12) concluded that the issue arose due to a misunderstanding.

6. It is submitted by the Learned counsel for the petitioner that the rejection of extension was arbitrary, malafide, and in violation of the terms of the agreement, particularly as no show cause notice was issued. Hence, the present writ petition has been filed.

7. A counter affidavit was filed on behalf of the 4th respondent wherein the following facts have been brought on record. The respondent No. 4 admitted that the petitioner was engaged for providing *Manav Bal* services for operation and maintenance work in the Lakhisarai Electric Supply Division under an agreement which was extended periodically, the last extension was from 01.08.2017 to 31.01.2018. However, it is submitted that complaints were received against the petitioner's company, specifically regarding



misconduct by the proprietor towards officials and non-payment of wages to the deployed *Manav Bal*. Following these complaints, an inquiry was conducted, and the inquiry committee submitted its report on 15.05.2017 to the Electrical Executive Engineer, Lakhisarai. After considering the inquiry report and in light of the misconduct, the Electrical Executive Engineer, vide letter dated 30.01.2018, communicated the findings and rejected the petitioner's request for further extension of the agreement.

8. The Learned counsel for the respondents submitted that the conduct of the Proprietor of the petitioner's company was found unsatisfactory, which justified the non-extension of the contract.

9. The Learned counsel for the respondents further submitted that the petitioner cannot claim extension of the agreement as a matter of right. It was also submitted that following the termination agreements for supply of *Manav Bal* were executed on 01.02.2018 with other agencies, namely, M/s Sanjeev Kumar and M/s



Versa Power Construction for Lakhisarai and Suryagarha subdivisions. In view of the above facts and circumstances, it is submitted that the writ petition is liable to be dismissed.

10. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents. Perused the records.

11. It is evident that the petitioner's request for extension of the agreement was rejected on the basis of substantiated complaints including misconduct and non-payment of wages. Record further reveals that third party right has also been created by awarding the work to other agency and the petitioner neither challenged those contracts nor sought alternative relief by way of a fresh application.

12. In such circumstances, this Court finds no arbitrariness or illegality in the action of the respondent. The petitioner has failed to establish any enforceable right for extension of the agreement. Accordingly, the Writ petition is liable to be dismissed, as it is devoid of merits.



13. In result, Writ petition is dismissed.

14.Interlocutory Application(s), if any, shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	28.07.2025
Transmission Date	

