

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8425 of 2017

Naresh Kumar Goyal Son of Late Vishwanath Prasad Goyal, resident of Tekari Road, Batta More, Gaya, P.S.- Kotwali, District- Gaya, at present - Upper Mill Stores, Tekari Road, P.S.- Kotwali, District- Gaya.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Principal Secretary, Department of Transport, Government of Bihar, Patna
2. The Collector, Gaya.
3. The District Transport Officer, Gaya.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Arun Kumar Sinha, Advocate
For the Respondent/s	:	Mr. Raghwendra Kumar-SC 22
		Mr. Nitin Kumar Singh, AC to SC 22

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 23-09-2025

1. The writ petition is filed for the following reliefs:

“For issuance of appropriate writ / writs, order / orders, direction / directions for setting aside the order dated 30.03.2017 passed by the Respondent No.3 arbitrarily, malafide, wrongly and illegally in which the Respondent No.3 has ordered the petitioner to remove his generator with a capacity of 10 KVA from the office of the District Transport office, Gaya and for order to restore the status of the petitioner and also for order the Respondents to pay Rs.2,10,000/- with



penal interest on it. And/or for other relief(s) for which the petitioner is found entitled to on the facts and in the circumstances of the case. ”

2. The case of the petitioner, in brief, as culled out from the Writ petition is that the District Magistrate, Gaya, entered into an agreement with the petitioner. Pursuant to an order of the District Magistrate, Gaya, vide Memo No. 418/Sa dated 25.08.2011, the petitioner was directed to install a soundless generator with a capacity of 10 KVA at the office of the District Transport, Gaya. In compliance, and as per directions issued by Respondent No.3, vide letter no. 938, dated 28.09.2011, the petitioner installed a soundless generator of 15 KVA capacity within the stipulated time.

3. It is submitted that the petitioner fully complied with all terms and conditions of the agreement and there was no complaint against him, during the tenure of service. However, 3rd respondent District Transport Officer, Gaya,



allegedly made illegal demands, and upon non-compliance, arbitrarily issued an order vide Memo No. 2448 dated 30.03.2017, directing for the removal of the generator.

4. It is further stated that bills totaling to Rs.2,10,000/- upto the month of February 2017 were submitted by the petitioner, but the same were not cleared by Respondent No.3. The petitioner alleges mala fide intention for non-payment of dues and termination of the arrangement.

5. On the other hand, the Learned counsel for the respondents submitted that the petitioner had entered into an agreement with the office of the Dy. Development Commissioner, Gaya, through Letter No. 675 dated 16.04.2012, under which a generator of 15 KVA was installed. However, the said generator was not supplying adequate power, causing disruption in official work. Accordingly, the office purchased a generator of higher capacity, and through Memo No. 2307 dated 21.09.2016, the petitioner was directed to



remove his generator. As per Clause 7 of the agreement, the department had the right to terminate the agreement, without assigning any reason if the service was not satisfactory.

6. It is further submitted that there is no illegality in the order dated 30.03.2017 as it was passed in accordance with Clause 3 of the agreement which envisages that the agreement will be valid, till any amendment or any other order is passed by the Transport Department.

7. Heard the Learned counsel for the petitioner and the Learned counsel for the respondents. Perused the records.

8. From perusal of records, it is evident that the petitioner was permitted to install a generator under an agreement dated 28.09.2011, with the District Transport Office, Gaya, for providing electricity through a soundless generator of 10 KVA capacity. As per Clause 3 of the agreement (Annexure-1), the agreement was to remain valid till any amendment or any other order is passed by the Transport Department,



Bihar. The Respondent No.3 issued Memo No. 2448 dated 30.03.2017 (Annexure-2), thereby terminating the arrangement and directed the petitioner for removal of the generator. This termination was in accordance with the terms of the agreement.

9. It is also evident from the counter affidavit that the generator installed by the petitioner was not providing sufficient energy, and hence a new generator was procured by the department to avoid disruption in official work. No specific illegality or procedural violation has been established by the petitioner in the issuance of the termination memo dated 30.03.2017.

10. In view of the facts and circumstances, and considering the terms of the agreement as well as the justification provided in the counter affidavit, this Court finds no merit in the writ petition.

11. Accordingly, this writ petition is dismissed as devoid of merit.



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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	26.09.2025
Transmission Date	

