

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17703 of 2024

M/s Comptech Training and Technologies Private Limited having its Office at Kunda House, M.G. Road, Aurangabad, Bihar- 824101, Present Office at - 2nd Floor, Near Maharana Pratap Chowk, Old GT Road, Aurangabad, Bihar - 824101 respresented through the Director Mr. Shashi Ranjan Kumar Singh, S/o Rajendra Prasad Singh, Male, aged about 38 years, resident of - Gram-Parsawa, Aurangabad, Manka, P.O.- Manika, P.S.- Madanpur, Dist. - Aurangabad, Bihar - 824202.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary, Department of Education, Government of Bihar, Vikas Bhawan, Nehru Marg, Bailey Road, Patna - 800015.
2. The Additional Chief Secretary, Department of Education, Government of Bihar, Vikas Bhawan, Nehru Marg, Bailey Road, Patna - 800015.
3. The Joint Secretary Department of Education, Government of Bihar, Vikas Bhawan, Nehru Marg, Bailey Road, Patna- 800015.
4. The District Magistrate, Araria.
5. The Director (Administration) cum under-Secretary, Department of Education, Government of Bihar, Vikas Bhawan, Nehru Marg, Bailey Road, Patna- 800015.
6. The District Education Officer, Araria.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Deo Prakash Singh, Adv.
For the Respondent/s : Mr. Standing Counsel (26)

CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

3 25-02-2025 Heard the learned counsel for the parties.

2. This writ petition has been filed for the following
relief(s):-

i) To issue writ/ order/direction in the nature of certiorari for quashing the order bearing its no.-754, dated 22/04/2024 issued by Respondent -6, the District Education Officer, Araria, Department of Education, Govt. of Bihar whereby and where under it has been directed to cancel the agreement dated



18/12/2023 with respect to the tender bearing its no- Housekeeping/Education/2023/01, dated 30/06/2023 for Empanelment of agencies for providing housekeeping and security services at government schools following the letter of award bearing its no. no-04/बिो-16-43/2023/1515, dated 23/08/2023.

ii) To issue an appropriate writ in the nature of mandamus commanding the Respondents particularly to direct the Respondent-6, the District Education Officer, Araria, Department of Education, Govt. of Bihar to restore the agreement dated 18/12/2023 and terminate any agreement if any entered with any entity without due process of procurement to the tender and without jurisdiction.

iii) to issue an appropriate writ in the nature of mandamus commanding the Respondents to give effect to the work order bearing its no-04/बिो-16-43/2023/1515, dated 23/08/2023 issued under the signature of Director (Administration) cum Under-Secretary vide its no- 04/बिो-16-43/2023/1515, dated 23/08/2023 followed with agreement dated 18/12/2023 where under appendix-K serial no-1, the Petitioner has been awarded the contract for the district of Araria.”

3. It is the case of the petitioner that the petitioner has entered into a contract with the respondent authorities and has been continuing the work. Learned counsel has stated that the



authority has issued the termination order abruptly without putting the petitioner on notice. Learned counsel has drawn the attention of the Court to the Clause 11 of the REQUEST FOR PROPOSAL (RFP) (Annexure- P/2) to support his case. Learned counsel has stated that though the contract speaks of putting the petitioner on 30 days notice before any action is taken, the authorities have not complied with the same. Learned counsel has stated that the order impugned has to be necessarily set aside on the ground of natural justice.

4. Learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present writ petition. Learned counsel has stated that the petitioner is having a right to invoke the arbitration clause, the petitioner without availing the same has straightaway approached this Hon'ble Court by way of present C.W.J.C. and the same is liable to be dismissed on the ground that there is availability of alternative and efficacious remedy of approaching the arbitrator.

5. A perusal of the impugned order as well as the clause 11 of the ***REQUEST FOR PROPOSAL (RFP)*** (Annexure-P/2) which reads as under:

“11(i) The Department may terminate this Agreement and Blacklist/Debar



the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.”

6. Having regard to the same, the impugned order is set aside and the matter remanded back to the authority concerned. In case the authority is of the opinion that the contract given to the petitioner has to be terminated, they shall put the petitioner on 30 days written notice and call for his explanation by giving reasonable time. After receipt of the explanation, if any, submitted by the petitioner, then the authority shall pass necessary orders strictly in accordance with law duly taking into consideration the explanation submitted by the petitioner. Any order passed shall be communicated to the party.

7. With the above directions, the present writ petition stands disposed of.

(A. Abhishek Reddy , J)

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