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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 1692 OF 2025

Kushang Security and House
Keeping Services Pvt. Ltd.

.. Petitioner

Versus

Union of India & Anr.

.. Respondents

Mr. Iduprakash Tripathi i/by C. K. Tripathi for petitioner.
Ms. Khushboo Agarwal a/w Rahul Tervankar i/by Arsh Misra
for respondent no.2- Hindustan Aeronautics Limited.

**CORAM: ALOK ARADHE, CJ. &
SANDEEP V. MARNE, J.**

DATE: 9th JULY, 2025

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ORAL ORDER [Per Chief Justice]:

- 1.** With the consent of the learned counsel for the parties, heard finally.
- 2.** In this writ petition the petitioner has assailed the validity of the communication dated 27th May, 2022 passed by the Hindustan Aeronautics Limited by which petitioner has been debarred from participating in the future contracts for Housekeeping for an indefinite period.
- 3.** Facts giving rise to filing of present writ petition, in nutshell, are that initially an order dated 20th July, 2021 was passed by the Hindustan Aeronautics Limited by which the petitioner was debarred from participating in the contracts floated by Hindustan Aeronautics Limited for a period of two

years, i.e., upto 20th July, 2023. The petitioner on 8th March, 2022 was given a notice for debarment. Thereafter, by an order dated 27th May, 2022 the petitioner was debarred from participating in the contracts of the Hindustan Aeronautics Limited for an indefinite period.

4. The petitioner challenged the aforesaid notice in a petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act of 1996") which was filed sometime in the month of September, 2023. The petitioner, on 10th January, 2025, on advise by its counsel, withdrew the petition under Section 9 of the Act of 1996 and thereafter this petition has been filed.

5. Learned counsel for the petitioner submits that the impugned order is *per se* without jurisdiction in as much as neither any notice nor any opportunity of hearing afforded to the petitioner. It is further submitted that the petitioner has been debarred from participating in the contracts which may be floated by the Hindustan Aeronautics Limited for an indefinite period, which is impermissible in law.

6. In view of the aforesaid submission, learned counsel for the respondent no.2 submits that the Hindustan Aeronautics Limited is prepared to reconsider the matter and to pass a fresh order in accordance with law.

7. In view of aforesaid submission and taking into account the fact that an order for debarment of a bidder from participating in the future contracts for an indefinite period cannot be passed, the impugned order dated 27th May, 2022 is quashed and set aside. However, the liberty is reserved to the

respondent no.2 to pass a fresh order after affording an opportunity of hearing to the petitioner.

8. Accordingly, the writ petition is disposed of.

(SANDEEP V. MARNE, J.)

(CHIEF JUSTICE)