



CWP-22114-2025 (O&M)

**102 IN THE PUNJAB AND HARYANA HIGH COURT
AT CHANDIGARH**

CWP-22114-2025
Decided on: 02.08.2025

Apex Shield Venture

.... Petitioner

versus

State of Punjab and others

.... Respondents

**CORAM: HON'BLE MRS. JUSTICE LISA GILL
HON'BLE MS. JUSTICE KIRTI SINGH**

Present: Mr. H.C.Arora, Advocate
for the petitioner.

Ms. R.S.Pandher, Addl. AG, Punjab.

Lisa Gill, J. (Oral)

1. Prayer in this petition is for quashing communication dated 25.06.2025 (Annexure P-6), whereby petitioner, it is stated has been blacklisted for not fulfilling the terms and conditions qua workers placed through them and for exploiting the employees.

2. Learned counsel for the State on advance notice submits that averments in respect to the petitioner having been blacklisted simply on the basis of inter departmental communication dated 25.06.2025 (Annexure P-6) are clearly misplaced. Petitioner has so far not been blacklisted. Said communication is a recommendation for the same. Necessary action in this respect as may be necessary, shall be taken by respondent-authorities after issuance of requisite show cause notice and in strict accordance with law. In so far as the prayer in respect to restoring petitioner's service as outsourcing agency is concerned, it is informed that petitioner had failed to fulfil the



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requirements in terms of clause 3 and 4 of the tender approval letter dated 30.04.2025 (Annexure P-3), which read as under:

“3. It you agree to this increase, a certificate of consent and 10% of the manpower’s annual wages as security money must be submitted to this office within 15 days of the issuance of this letter. After submitting the certificate of consent and security money, the agreement will be signed for the next year within one week.

4. If the certificate of consent and security money is not submitted on time as mentioned above, it will be understood that you are not willing to do this work, and the work allotted to you will be allotted to another firm/firms.”

3. Learned counsel for respondents submits that it is specifically mentioned in clause 4 that in case certificate of consent and security money is not submitted within the stipulated period, work shall be allotted to another firm(s). When petitioner failed to fulfil the said requisite stipulations, work has already been allotted to another entity on 30.06.2025.

5. Keeping in view the facts and circumstances as above, learned counsel for petitioner is unable to point out any ground for interference at this stage, in exercise of jurisdiction under Article 226 of the Constitution of India.

6. Writ petition is accordingly dismissed. Petitioner shall be at liberty to take up any/all plea(s), as may be available to it, in accordance with law, in case of issuance of initiation of proceedings, if any, by respondents against it.

(LISA GILL)
JUDGE

02.08.2025
sonia

(KIRTI SINGH)
JUDGE

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No