

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.651 of 2026

Ramjee Singh and Company a registered partnership, having its registered office at Village Rampur, P.O and P.S. -Barahra, Ara, District-Bhojpur, Bihar-802311 through its authorized partner namely Ashok Kumar Singh (Male), aged about 50 years, son of Late Janardan Prasad Singh, resident of Village-Rampur, P.O and P.S.-Barahra, District- Bhojpur, Bihar-802311

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Water Resource Department, Government of Bihar, Patna
2. The Principal Secretary, Water Resource Department, Government of Bihar, Patna.
3. The Additional Principal Secretary, Water Resource Department, Government of Bihar, Patna.
4. The Engineer-in-Chief (Head Office), Water Resource Department, Government of Bihar, Patna.
5. The Chief Engineer, Irrigation Creation, Water Resource Department, Siwan.
6. The Superintending Engineer, Flying Squad Circle-01, Water Resource Department, Government of Bihar, Patna.
7. The Flying Squad, Circle-01, Water Resource Department, Government of Bihar through the Assistant Engineer, Flying Squad, Circle-01, Water Resource Department, Government of Bihar, Patna.
8. The Assistant Engineer, Flying Squad Circle 1, Water Resource Department, Government of Bihar, Patna.
9. The Executive Engineer, Flying Squad Division 4, Water Resource Department, Government of Bihar, Patna.
10. The Executive Engineer, Water Resource Department, Saran Canal Division, Mairwa (Siwan).

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Ashish Giri, Sr. Advocate
	:	Ms. Riya Giri, Advocate
	:	Mr. Sumit Kumar Jha, Advocate
For the Respondent/s	:	Mr. P.K. Shahi, Advocate General
	:	Mr. Amish Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
and
HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA



ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA)

Date : 25-02-2026

Heard Mr. Ashish Giri, learned counsel for the petitioner and Mr. P.K. Shahi, learned Advocate General assisted by Mr. Amish Jha, learned counsel for the Respondents.

2. Following are the reliefs sought for in the present writ application:-

“(i) To issue a writ/order/ direction in the nature of certiorari to set aside order contained in Memo No.3441 dated 24.07.2025 issued under the signature of the Engineer-in-Chief (Head Office), Water Resource Department, Government of Bihar. Patna by which the petitioner has been blacklisted for a period of 5 years. (Annexure-P 9. Page No328).

(ii) To issue a writ/order/ direction in the nature of certiorari to set aside order contained in Memo No. 6281 dated 14. 11.2025 issued under the signature of the Principal Secretary, Water Resource Department Government of Bihar, Patna by which the appeal of petitioner has been dismissed mechanically (Annexure-P-14 Page No.369).

(iii) To produce the entire enquiry report submitted by the Flying Squad, Circle-01, Water Resource Department, Government of Bihar, Patna and quash the same as it is arbitrary, malafide, perverse and violative of principles of natural justice and Article 14 of the Constitution of India.

(iv) To produce the order of the competent authority by which decision has been taken to



blacklist the petitioner as mentioned in the Memo No. 3441 dated 24.07.2025 issued under the signature of the Engineer-in-Chief (Head Office), Water Resource Department, Government of Bihar, Patna, and quash the same being violative of principles of natural justice and Article 14 of the Constitution of India.

(v) To pass interim /ex-parte interim order staying Memo No. 3441 dated 24.07.2025 issued under the signature of the Engineer-in-Chief (Head Office), Water Resource Department, Government of Bihar, Patna by which the petitioner has been blacklisted for a period of 5 years and/or staying the order contained in Memo No.6281 dated 14.11.2025 issued under the signature of the Principal Secretary, Water Resource Department, Government of Bihar, Patna by which the appeal of the petitioner has been dismissed mechanically and/or the petitioner be allowed to participate in other tenders, during the pendency of the present writ application.”

3. Learned counsel for the petitioner submits that the petitioner is a registered Class-I contractor under the Water Resource Department, Government of Bihar, Patna. The genesis of the present case is that a notice inviting tender was issued by the office of the Executive Engineer, Water Resource Department, Saran Canal Division, Mairwa, Siwan (respondent no.10) bearing Short NIT No.01 SBD/2017-18 dated 21.12.2017. The petitioner possessing the required qualification had participated successfully in the tender process and later on the petitioner was issued letter of



acceptance dated 25.01.2018. Thereafter an agreement dated 01.02.2018 was executed between the parties, wherein date of completion of project was 20.03.2019, the defect liability period was from 21.03.2019 to 20.03.2021 and the maintenance period was 21.03.2021 to 20.03.2026. The petitioner duly completed the work in question on 20.03.2019. Thereafter the petitioner also completed the work of defect liability period on 20.03.2021 and currently, the petitioner is engaged in maintenance work which in terms of the agreement is from 21.03.2021 to 20.03.2026.

4. Learned counsel for the petitioner submits that the petitioner has received a show-cause notice dated 06.06.2025 (Annexure-7) issued under the signature of the Engineer-in-Chief (Head Office), Water Resource Department, Government of Bihar, Patna (Respondent no.4). In the said notice it was requested to the petitioner to reply to the show cause notice within 15 days as to why petitioner's registration number should not be blacklisted for the reported allegations as mentioned in inspection report of the department of flying squad.

5. Learned counsel for the petitioner submits that before the conduction of investigation by the Flying Squad, Zone-01, the petitioner was not issued any notice. Thereafter, the petitioner has submitted its reply vide letter dated 20.06.2025 but the Respondent



no.4 without properly considering the reply of the petitioner, blacklisted the petitioner for a period of five years vide Memo No. 3441 dated 24.07.2025 (Annexure P/9).

6. Learned counsel for the petitioner submits that the petitioner has been blacklisted under the special rule namely Bihar Contractor Registration rules, 2007, under Rule 11(क)(ii) and as per rules the petitioner also preferred an appeal under Rule 11 (ख) which was also rejected by the respondent authorities.

7. Learned counsel for the petitioner submits that the respondent authorities without issuing any notice under Clause-16 of the agreement, blacklisted the petitioner. The said clause is reproduced hereinbelow:-

CLAUSE 16 Action in case, work not done as per specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in- Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Control Organisation of the Department and of the Cabinet (Technical) Vigilance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the



same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his higher authority or his authorised subordinates in charge of the work or to the Cabinet (Technical) Vigilance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or article provides by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule - F of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost or contractor. Decision of the



Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.”

8. Learned counsel for the petitioner further refers to

Clause 17 of the agreement which is reproduced hereinbelow:-

“CLAUSE 17 Contractor liable for Damages defects during Maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphalted work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or sufficient option thereof. The security deposit of the contractor shall not be refunded before the expiry of defected liability



period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of Electrical & Mechanical services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract which ever is earlier.”

9. Learned counsel for the petitioner submits that as per terms of agreement dated 01.02.2018, the clause 16 of the agreement provides for “Action in case, work not done as per specification” and as per clause 17 of the agreement provides for “Contractor liable for damages defects during maintenance period”.

10. Learned counsel for the petitioner submits that in the present case no such notice for any defect in the work of the petitioner was given and without evoking the aforesaid clause the present case will not fall under the category of Bihar Contractor Registration rules, 2007, under Rule 11(क)(ii) and the action of the respondents of blacklisting the petitioner is without jurisdiction.

11. Learned counsel for the respondents submits that the Bihar Contractors Registration Rules, 2007 empowers the department to blacklist the contractor if he does not fulfill the terms and condition of the agreement and in the present case,



while entering into the agreement, the petitioner had agreed to carry out the maintenance of the road in question for a period of five years (2011-2006). Despite repeated request/reminders made to the petitioner from 2021 to 2025 to complete the maintenance work otherwise penal action will be taken against the petitioner, the petitioner chooses not to respond to the said notices and also did not start the maintenance work. The department had no other option than to take steps of blacklisting of the petitioner for the negligence and not fulfilling the terms and condition which he had agreed to while entering into agreement.

12. We have heard the counsel for the parties. It transpires that the respondent authorities before passing the impugned order must evoke clause 16 and 17 of the agreement and if the petitioner does not fulfill the term and condition of clause 16 and 17 of the agreement then the respondent authorities have to take curative action against the petitioner.

13. In view of the aforesaid, the order dated 24.07.2025 (Annexure-P/9) and order dated 14.11.2025(Annexure-P/14) are set aside. The matter is remitted back to the respondent authorities who shall proceed afresh in accordance with law as well clause 16 and 17 of the agreement.

14. Accordingly, the present writ petition is allowed.



15. Pending Application(s), if any shall also stand disposed of.

(Sudhir Singh, J)

(Rajesh Kumar Verma, J)

Suruchi/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16.03.2026
Transmission Date	NA

