

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.270 of 2026

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M/s Abhinav Raj Enterprises through its proprietor Sri Nagendra Kumar, male, aged about 39 yrs, S/o- Sri Rameshwar Prasad, R/o- Ghour Dour Road, Rajiv Nagar, Shahid Bhagat Singh Colony, P.S.- Rajiv Nagar, District- Patna.

... .. Petitioner/s

Versus

1. The Patliputra University Patna through its Registrar.
2. The Registrar, Patliputra University, Patna.
3. The Anugrah Narayan College, Patna through its Principal, A.N. College, Campus, Patna.
4. The Principal, Anugrah Narayan College, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Siddhartha Prasad, Adv.
	:	Mr. Om Prakash, Adv.
For the Respondent/s	:	Mr. Rana Vikram Singh, Adv.

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

3 20-01-2026 Heard the learned counsel for the parties.

The present writ petition has been filed for the
following relief(s):-

“a) For issuance of appropriate writ(s)/order(s)/ direction(s) commanding the respondents to quash the letter vide Ref. No. G/1177/2025 dated 08.12.2025, whereby and whereunder the services of the petitioner's agency have been terminated by the Principal, A.N. College, Patna, on the alleged grounds of failure to submit a satisfactory reply and to ensure improvement in security arrangements, as well as on the basis of an alleged meeting of the Security Committee dated 04.12.2025, in which it was purportedly decided that the petitioner's services were unsatisfactory and a recommendation was made for termination with effect from 01.01.2026, the said action being arbitrary, violative of the principles of natural justice, and unsustainable in



the eye of law.

b) For issuance of appropriate writ(s)/order(s)/ direction(s) commanding the respondents to quash the letter vide letter Ref. No. G/1232/2025 dated 20.12.2025 whereby and whereunder the petitioner's representation seeking reconsideration of the termination order dated 08.12.2025 has been rejected, the said rejection having been made arbitrarily, with mala fide intention, without application of mind, and in violation of the principles of natural justice.

c) For issuance of an appropriate writ, order or direction commanding the respondents to allow the petitioner's agency to continue providing security services till 30.06.2027, in terms of the existing contractual arrangement dt. 11.02.2023, and further to direct the respondents to release and pay the entire arrears of dues/payments legally payable to the petitioner for the services already rendered.

d) Pass such other order(s) direction(s) for which the petitioner is entitled to in the facts and circumstances of the instant case.”

3. Learned counsel appearing on behalf of the petitioner submits that the petitioner has been issued the work order for providing trained security personnel to the Respondent/ College and has been working since 2022 without any complaint from any quarters. That the present Principal of the Respondent/ College joined the college in the month of August, 2025 and thereafter, started levelling all kinds of baseless, frivolous and unsubstantiated allegations against the petitioner. Learned counsel has stated that prior to the joining of the present Principal, the petitioner was issued appreciation



letters by the previous Principals for the year 2023 and for the year 2025. That the agreement entered between the parties is subsisting till 30.06.2027. That after the appointment of the new Principal (i.e. the respondent No. 4 herein), she has started issuing notices to the petitioner making all kinds of baseless and unsubstantiated allegations. That the petitioner has given a suitable reply to the said notices. That the Principal of the College without considering the reply sent by the petitioner has issued the impugned order of termination dated 08.12.2025. Learned counsel has drawn the attention of the Court to the earlier notices issued by the Principal and also the replies given by the petitioner herein and submitted that though the petitioner has given suitable replies to the earlier show cause notices, there was no logical conclusion to the said show cause notices and abruptly the impugned order of termination has been passed on 08.12.2025. Learned counsel has stated that a perusal of earlier show cause notices issued to the petitioner does not reveal that any action was sought to be taken by the authority against the petitioner and the order of termination does not avert to the earlier replies filed by the petitioner. That as a matter of fact, the petitioner has been requesting the authority to take necessary remedial steps for providing biometric attendance system and



also other suggestions for improving the security but without heeding to the same, the impugned order of termination has been passed. Learned counsel has stated that prior to the issuance of the impugned order of termination, a show cause notice was issued to the petitioner to which a suitable reply was given, however the said show cause notice does not contemplate any action against the petitioner that is action sought to be taken against the petitioner. That in the absence of any proposal for taking any action, the passing of the order of termination of agreement is bad in law and opposes the principles of natural justice and equity. Learned counsel has therefore, prayed this Hon'ble Court to allow the present writ petition by setting aside the impugned order of termination dated 08.12.2025.

4. *Per contra*, the learned counsel appearing on behalf of the respondent/ College has vehemently opposed the very maintainability of the present writ petition. Learned counsel has stated that the authority having found that the services rendered by the petitioner were very poor, had put the petitioner on notice and thereafter, taken the necessary action strictly in accordance with law. Further, learned counsel has stated that the agreement between the petitioner and the Respondent/ College is a private contract which provides for



settlement of disputes by way of arbitration. That the petitioner without availing the said remedy has straightaway approached this Hon'ble Court by way of the present writ petition and the same is not maintainable. Learned counsel has stated that the arbitration clause provided in the agreement binds the parties and, therefore, the present writ petition is liable to be dismissed on this sole ground. Further, it is stated by the learned counsel that the petitioner after being put on notices, instead of improving his services has been glossing over his mistakes and deficiencies. That the authority duly taking note of the facts has put the petitioner on notice and after, granting an opportunity of filing an explanation has passed the impugned order of termination. Therefore, there are no laches or violations of the principles of natural justice and equity as alleged by the petitioner. Learned counsel has relied on the following judgment of the Hon'ble Supreme Court in the case of ***State of U.P. & Ors. vs. Bridge & Roof Company (India) Ltd.*** reported in **(1996) 6 SCC 22** and the order passed in Civil Appeal No. 2093 of 2022 (arising out of SLP [C] No. 19496/ 2021).

5. A perusal of the pleadings reveals that the petitioner was given the work order pursuant to the agreement entered between the parties from 01.07.2022 till 30.06.2027 and



the petitioner has been rendering his services to the respondent/ College.

6. It is pertinent to note that the services rendered by the petitioner has been appreciated by the previous Principal of the College which is evidenced from Annexure-P/4 dated 27.03.2025. The factum that the respondent No. 4 herein has joined the services of the respondent/ College in the Month of August, 2025 has not been denied, the show cause notices issued to the petitioner are all dated after the new Principal has joined the College.

7. A perusal of the show cause notice issued to the petitioner dated 23.08.2025 reveals that the main allegation against the petitioner was that the petitioner is not deploying full strength of security personnel as mandated by the agreement and during one of the inspections made by the Principal, she found certain deficiencies in rendering of the services by the petitioner. Though the petitioner has given a suitable explanation to the said show cause notice, the authority for reasons best known has not taken any further action and after some time has issued another show cause notice with different set of allegations, this exercise continued till the impugned order was passed.



8. In this background, it has to be deemed that earlier show cause notice for which the explanation has been submitted was found to be satisfactory by the authority and the issue therein has been resolved or dropped. The petitioner was issued show cause notice dated 21.11.2025 and he has given his explanation and the impugned order of termination was passed on 08.12.2025.

9. A perusal of the show cause notice dated 21.11.2025 issued to the petitioner reveals that said the allegations are made that on physical inspection of the College Campus, it was found that the vehicles are parked in a haphazard manner on the campus road thereby obstructing the traffic, though the deployed guards have repeatedly been told to ensure proper parking, there was no improvement and that some of the vehicles plying on the campus road are over-speeding and the same are not being checked by the security personnel. The petitioner was asked to file his explanation and the petitioner has given his reply and thereafter, the impugned order of termination has been passed. A perusal of the order of termination reveals that the authority did not find the explanation submitted by the petitioner to be satisfactory. It is pertinent to note that in said show cause notice dated



21.11.2025, there is no proposal for any action that is sought to be taken against the petitioner. The impugned order of termination passed by the authority is liable to be set aside on this sole ground.

10. A full Bench of this Hon'ble Court while interpreting the Rule 27(ii) of the Control Order, 2016 in CWJC No. 21202 of 2021 and analogous cases has held as under;

“19. Accordingly, we answer the reference as under:-

It is mandatory for a licensing authority issuing a notice under order 27(ii) to a license to mention that there is a proposal for cancellation of his license, failing which such notice cannot be treated to be a valid notice of giving sufficient opportunity to the licensee to state his case under order 27(ii) of the BTPDS Control Order. ”

11. Though the counsel for the Respondent/ College has vehemently opposed the very maintainability of the present writ petition on the ground of there being an alternative and effective remedy of invoking the arbitration clause as per the terms and conditions of the agreement and has relied on the above mentioned judgments and orders of the Hon'ble Supreme Court.

12. It is to be noted that where there is violation of principles of natural justice and equity, the plea of alternate remedy cannot be a bar for entertaining a writ petition under



Article 226 of the Constitution of India.

13. A perusal of impugned order of termination as well as the show cause notice issued to the petitioner reveals that the same is in gross violation of the principles of natural justice and equity and there is no proposal for either termination of the contract or any action that is sought to be taken against the petitioner.

14. The Hon'ble Supreme Court in *Assistant Commissioner (CT) LTU, Kakinada and others v Glaxo Smith Kline Consumer Health Care Limited* has held as under:-

“The High Court noted that although it can entertain a petition under Article 226 of the Constitution, it must not do so that when an aggrieved person has an effective alternate remedy available in law. However, certain exceptions to this "rule of alternate remedy" include where, the statutory authority has not acted in accordance with the provisions of the law or acted in defiance of the fundamental principles of judicial procedure: or has resorted to invoke provisions, which are repealed; or where an order has been passed in violation of the principles of natural justice. Applying this formulation, the High Court noted that the appellant has an alternate remedy available under the GST Act and thus, the petition was not maintainable.”

15. In *Whirlpool Corporation v. Registrar of Trademarks, Mumbai*²¹, The Hon'ble Supreme Court after reviewing the case law on this point has held as under:



"14. The power to issue prerogative writs under Article 226 of the Constitution is plenary in nature and is not limited by any other provision of the Constitution. This power can be exercised by the High Court not only for issuing writs in the nature of habeas corpus, mandamus, prohibition, quo warranto and certiorari for the enforcement of any of the Fundamental Rights contained in Part III of the Constitution but also for "any other purpose".

*15. Under Article 226 of the Constitution, the High Court, having regard to the facts of the case, has a discretion to entertain or not to entertain a writ petition. But the High Court has imposed upon itself certain restrictions one of which is that if an effective and efficacious remedy is available, the High Court would not normally exercise its jurisdiction. **But the alternative remedy has been consistently held by this Court not to operate as a bar in at least three contingencies, namely, where the writ petition has been filed for the enforcement of any of the Fundamental Rights or where there has been a violation of the principle of natural justice or where the order or proceedings are wholly without jurisdiction or the vires of an Act is challenged.** There is a plethora of case-law on this point but to cut down this circle of forensic whirlpool, we would rely on some old decisions of the evolutionary era of the constitutional law as they still hold the field."*

(emphasis supplied)"

16. Having regard to the above, the impugned order of termination dated 08.12.2025 is set aside and the matter is remanded back to the respondent No. 3 herein for issuing a fresh show cause notice containing the reasons for seeking termination of the agreement and also the proposed action sought to be taken against the petitioner. After issuance of show cause notice, the petitioner shall be granted adequate time



preferably a minimum period of ten days for filing his explanation from the date of receipt of the said show cause notice. After receipt of the explanation, the authority shall pass a reasoned order giving the reasons either for accepting the explanation or rejecting the same. Any orders passed shall be communicated to the petitioner.

17. Needless to observe that before passing any order, the petitioner shall be given an opportunity of hearing.

18. It is also made clear that till such time the final orders are passed, the services of the petitioner shall be continued.

19. With the above directions, the present Writ Petition stands allowed to the extent indicate.

(A. Abhishek Reddy, J)

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