

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20423 of 2025

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M/s Harshidhi Security Services through its partner Prakash Kumar Singh, aged about 41 years, Gender Male, Son of Sri Ram Nath Singh, having its office at Plot No.- R-2/49-50 Nawada, Housing Complex, Dwarka More, P.S.- Uttam Nagar, New Delhi- 110059.

... .. Petitioner/s

Versus

1. The State of Bihar.
2. The Additional Chief Secretary, Department of Education, Bihar, Patna.
3. The Director (Administration) -Cum- Additional Secretary, Department of Education, Bihar, Patna.
4. The District Education Officer, Muzaffarpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Devendra Kr. Sinha, Sr. Adv. Mr. Alexander Ashok, Adv.
For the Respondent/s	:	Mr. Standing Counsel (25) Mr. Ramprvish Nath Tiwari, AC to SC 25

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

3 20-02-2026 Heard the learned counsel for the respective parties.

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

“.....for quashing and setting aside the order contained in Memo No. 1960 dated 04.11.2025 cancelling the agreement between Department of Education Government of Bihar and petitioner firm by respondent no. 4 District Education Officer Muzaffarpur.”

3. Learned counsel appearing on behalf of the petitioner submits that pursuant to the tender notice issued by



the Department of Education, Government of Bihar for the purpose of providing housekeeping services, the petitioner has participated in the tender process and being the successful bidder was awarded the contract. Learned counsel submits that the petitioner has been providing the housekeeping services since 2023 without any complaint from any of the schools where the services are being extended. Thereafter, the authority has issued a show cause notice dated 21.10.2025 (Annexure P/4) alleging that several complaints have been received against the petitioner and the impugned order of termination dated 04.11.2025 has being passed (Annexure P/7). Learned counsel submits that the alleged complaints made against the petitioner are all cooked up and concocted, which been sought from the Principals of the respective schools. A perusal of the complaints alleged to have being made by the Principals of the schools reveals that all of them were communicated just one week prior to the issuance of the show-cause notice. Further, learned counsel submits that the termination order dated 04.11.2025 (Annexure P/7) is contrary to the terms and conditions of the Request For Proposal (RFP), more specifically, Clause 11. Counsel submits that as per the terms and conditions of the Request For Proposal (RFP), the official respondents are



obligated to give a mandatory 30 days notice to the petitioner before taking any action. However, the authority in this particular case has issued show cause notice on 21.10.2025 and passed the impugned order of termination on 04.11.2025, i.e., within a period of 30 days, contrary to the provisions of Clause 11 of the Request For Proposal (RFP). Further it is stated that though the petitioner has submitted his explanation along with letters of the respective Principals of the schools denying that they have made any complaints against the petitioner, the same was not taken into consideration by the authority while passing the impugned order dated 04.11.2025 (Annexure P/7). That the impugned order of termination is liable to be set aside as being violated of Clause 11 of the R.F.P. Learned counsel has therefore prayed this Hon'ble court to set aside the impugned order.

4. Per contra, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the writ petition. Learned counsel has stated that the present writ petition is not maintainable, as the authorities have received several complaints against the petitioner. That all the school Principals have alleged that the petitioner is maintaining poor hygiene and inadequate cleaning is being carried out in all the schools. That the authority was



compelled to terminate the contract as it was effecting the health of he students. Counsel submits that the impugned order dated 04.11.2025 passed by the authority is in the larger interest of the school children. in view of the non-performance of the petitioner. That there is every likelihood of the children falling sick at the school, which could adversely affect their health. Learned counsel has therefore prayed that this Hon'ble Court dismiss the present writ petition.

5. Admittedly in the present case, the show cause notice was issued to the petitioner on 21.10.2025 and impugned order of termination was passed on 04.11.2025. The terms and conditions of Request For Proposal (RFP) (Annexure P/1), more specifically, Clause 11(1), which reads as under:-

11. Termination & Blacklisting:

1. 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."

A reading of the above clause 11(1) makes it abundantly clear that the authority is required to issue a show cause notice granting a minimum period of 30 days before terminating the contract. Admittedly, in the present case, the



impugned order was passed within a period of 14 days from the date of issuance of the show cause notice which is contrary to Clause 11(1) of the Request For Proposal (RFP) (Annexure P/1).

6. Having regard to the same, the impugned order dated 04.11.2025 (Annexure P/7) is set aside. In case the authority wants to take any action, they shall issue a fresh show cause notice containing all the allegations to the petitioner and grant him sufficient time to file his explanation. Thereafter the authority is free to pass a reasoned order in terms of Clause 11(1) of the Request For Proposal (RFP). The authority before passing any order shall duly take into consideration the explanation submitted by the petitioner and grant him an opportunity for hearing. Any order passed shall be communicated to the parties.

7. Till such time the final orders are passed, the petitioner shall be allowed to continue the work.

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

(A. Abhishek Reddy , J)

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