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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 9100/2023 and CM APPL. 34600/2023**

BR BIOMEDICAL PRIVATE LIMITED & ANR.Petitioners

Through: Mr. J Rajesh with Mr. Yashwardhan Aggarwal, Mr. Arsalan Ahmed, Mr. Ali Abbas Masoodi, Advocates.

versus

UNION OF INDIA MINISTRY OF DEFENCE THROUGH ITS SECRETARY & ORS.Respondents

Through: Mr Vikram Jetly CGSC with Ms Shreya Jetly Advocate for R-1 and 2.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% 17.04.2026

1. Though, the period of debarment stood expired, however, the nature of the order passed by the respondents would not sustain the scrutiny of law.

The relevant extract of the order dated 17.04.2023 reads as under:

"2. This office has observed, with serious concern, that your firm has failed to comply with its contractual obligations, despite this office Show Cause Notice mentioned at Para 1 (b) above. No efforts have been made from your side to conclude CAMC/repair the unserviceable equipments during the contractual period.

3. In view of the above, future business dealings with your firm are banned for 02 years by this office w.e.f issue of this letter. Neither any fresh tender nor supply order will be issued in favour of your firm during the ban period. However, previous committed liabilities such as AMC/CAMC & repair of any other equipment shall be in force and continue till expiry of the contractual period as per the terms and conditions of concerned AT/SOs.

4. This has the approval of competent authority."



2. There is hardly any discussion as to which is the serious concern raised by the Department and the petitioner failed to adhere to its obligation.
3. It is stated that the petitioner failed to comply with its contractual obligations. There cannot be a vague averment or a reason entailing serious consequences of blacklisting.
4. The blacklisting is a serious consequence and has been treated to be the civil death of the contractor. This position has been reiterated by the Supreme Court in *The Blue Dreamz Advertising Pvt. Ltd and Anr. v. Kolkata Municipal Corporation and Ors.*¹.
5. For all those reasons, the order dated 17.04.2023 deserves to be set aside. The same is accordingly set aside.
6. Liberty is granted to the respondent to pass a fresh order after extending the opportunity of hearing by way of a speaking order.
7. All rights and contentions are left open.

PURUSHAINdra KUMAR KAURAV, J

APRIL 17, 2026/P

¹ 2024 INSC 589