

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1155 of 2022

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Manoj Kumar Purbey, S/o Late Satya Narayan Purbey, R/o Mohalla-
Pandasarai, P.O. and P.S.- Laheria Sarai, District- Darbhanga.

... .. Petitioner/s

Versus

1. The Managing Director, Bihar State Food and Civil Supplies Corporation Limited R- Block, Road No.2, Patna- 1.
2. The Deputy General Manager (Administration), Bihar State Food and Civil Supplies Corporation Limited, R- Block, Road No.2, Patna- 1.
3. The General Manager (Finance), Bihar State Food and Civil Supplies Corporation Limited, R- Block, Road No.2, Patna- 1.
4. The General Manager (Audit), Bihar State Food and Civil Supplies Corporation Limited, R- Block, Road No.2, Patna- 1.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Alok Ranjan, Advocate
For the Respondent/s : Mr. Shailendra Kumar Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE PARTHA SARTHY
C.A.V. JUDGMENT

Date : 22-06-2026

Heard learned counsel for the petitioner and learned
counsel for the respondents.

2. The petitioner has filed the instant application for
the following reliefs :-

*“(I) For Quashing office order as
contained in memo no. 6656 dated 11.09.2021
issued under the signature of Deputy General
Manager (administration), Bihar State Food and
civil Supplies Corporation limited, R- Block,
Road no. 2 Patna-1, by which the services of the
petitioner from the post of In-charge Manager;*



has been terminated, by a cryptic order, in a most arbitrary and illegal manner, without following any procedure, with a predetermined mind, without asking any showcause, without giving any prior one month notice as contemplated in the service conditions of the petitioner while appointment and without applying his own independent judicial mind, in teeth of principals of Natural justice.

II). For holding and declaring that the order passed by the respondent authority is cryptic, discriminatory, biased, arbitrary, illegal, colorable exercise of power and in contravention of service conditions and the same has been issued without issuance of any one month prior notice to the petitioner and without compliance of principals of natural justice.

III). For directing and commanding the respondent authority to reinstate the services of the petitioner and to pay all the consequential benefits attached to the said post.

(IV) For any other appropriate relief/reliefs to which the petitioner is found entitled in the facts and circumstances of this case.”

3. The case of the petitioner in brief is that pursuant to the advertisement published in the daily newspaper by the respondents on 14.3.2021 inviting applications, the petitioner who had superannuated in September, 2020 as an Assistant Manager from the Indian Bank filed his application and by order



dated 22.7.2021 was appointed on the post of In-charge Manager, Audit Section in the head office of the Bihar State Food and Civil Supplies Corporation Limited ('BSFC' in short) on contract basis for a period of one year.

4. It is the case of the petitioner that he started to work in the audit section of the BSFC to the satisfaction of all concerned. However, he was surprised to receive an order of termination dated 11.9.2021 (Annexure-5) issued under the signature of the Deputy General Manager (Administration), BSFC terminating the petitioner with effect from 9.10.2021.

5. It is submitted by learned counsel appearing for the petitioner that the order impugned dated 11.9.2021 being stigmatic in nature, the respondents were required to follow the principles of natural justice which not having been followed and the petitioner having been terminated by a cryptic order, the order impugned requires to be set aside and the respondents be directed to reinstate the petitioner in service with all consequential benefits attached to the said post.

6. The application is opposed by learned counsel appearing for the BSFC. It is submitted that by appointment letter contained in memo no.5250 dated 22.7.2021 (Annexure-3), the petitioner was engaged/appointed on contract basis only



for one year.

7. The petitioner started making an application on 12.8.2021 to the effect that as his residence was in the district of Darbhanga which was 170 kms away from Patna and his wife and daughter were residing in Darbhanga, he requested for his transfer to Darbhanga. The grievance of the petitioner was considered and by letter dated 2.3.2022, the General Manager (Finance) informed the Nodal Officer of the BSFC that the petitioner who had retired from Bank was not even interested in taking charge of his post and immediately after his engagement was praying for his transfer to his home district. It was further observed that even when he gave his joining in the forenoon of 30.7.2021, soon thereafter, he was making an issue out of small matters and thus not finding him fit for the work, decision had been taken by the General Manager to terminate his service giving him one month notice prior to termination as provided in the letter/order of appointment dated 22.7.2021 (Annexure-3). It was pursuant thereto that the order impugned was passed.

8. Having heard learned counsel for the parties and having perused the material on record it transpires that the petitioner was engaged/appointed as an In-charge Manager by order dated 22.7.2021 (Annexure-3). The name of the petitioner



figures at serial no.31.

9. Clauses (v) and (x) of the letter of appointment provides that the appointment will be for a period of one year and the extension would be subject to the requirement. It further provided that in case the work is not found to be satisfactory or some loss/defalcation is caused, he may be terminated without any prior information. Clause (x) provides that prior to the order of termination, one month advance notice would be mandatorily required to be given and in case the notice is not given, he would be entitled for honorarium of one month.

10. A perusal of the order of termination (Annexure-5) would show that the same was passed on 11.9.2021 stating that giving one month's notice to the petitioner, he is terminated with effect from 9.10.2021 i.e. a month later.

11. So far as contention of learned counsel for the petitioner that the order as contained in Annexure-5 is stigmatic in nature, it may be observed here that the same states that the General Manager (Finance) by his letter dated 3.9.2021 has reported that the petitioner was not found competent for the work in the audit branch. In the opinion of the Court, the order observing with respect to the incompetence of the petitioner for the audit work that he was engaged and thereafter terminating



him giving one month's notice is stigmatic in nature. The same could not have been passed in this manner. It is accordingly not sustainable.

12. In view of the facts of the case, the order of termination contained in memo no.6656 dated 11.9.2021 passed by the Deputy General Manager (Administration), BSFC terminating the petitioner being stigmatic in nature is thus not sustainable.

13. It may be mentioned here that the petitioner had been appointed for a period of one year from the date of his appointment which in normal course would have come to an end on 21.7.2022. However for reasons as available on record including the contents of the letter dated 2.3.2022 written by the General Manager (Finance) to the Nodal Officer of the BSFC lead to the termination of the petitioner which has since been held unsustainable. The period of petitioner's initial engagement has long passed and the petitioner did not work since the order of termination dated 11.9.2021, which was effective from 9.10.2021, was passed.

14. In the facts and circumstances of the case, no further relief can be granted to the petitioner except that the petitioner is held entitled for payment of salary/allowance/remuneration of



one month which shall be paid to him by the respondent-
Managing Director, BSFC within a period of three months from
the date of receipt/production of a copy of the order.

15. The application stands disposed of.

(Partha Sarthy, J)

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AFR/NAFR	NAFR
CAV DATE	14.05.2026
Uploading Date	22.06.2026
Transmission Date	

