

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1342 of 2025

M/s RD Enviro Engineers and Consultants Pvt. Ltd. having its registered office at F3- F4, C-30A, Second Floor, Nathu Singh Market, Masoodpur, Vasant Kunj, New Delhi - 110070, through its Director Mr. Subodh Kumar Dhiman (male), aged about 49 years son of Manfool Singh, resident of 72/9 1st Floor, Kishan Garh Vasant Kunj, Vasant Kunj, S.O, South West Delhi, Delhi- 110070.

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, General Administration Department, Government of Bihar, Patna.
2. The Regional Chief Engineer, Public Health Engineering Department, Purnia, Bihar.
3. The Engineer-In-Chief, Public Health Engineering Department, Purnia, Bihar.
4. The Superintending Engineer, Public Health Engineering Department, Purnia, Bihar.
5. The Executive Engineer, Public Health Engineering Department, Araria, Bihar.
6. The Chief Manager Yes Bank, having its Branch at Ahura Centre Shop No.- 19 And 20 Ground Floor Mahakali Caves Road Andheri East Mumbai -400093.

... .. Respondents

Appearance :

For the Petitioner	:	Mr. Priyajeet Pandey, Advocate Mr. Kaustubh Kumar, Advocate Ms. Megha, Advocate
For the Respondents	:	Mrs. Binita Singh, SC-28

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA

ORAL JUDGMENT

(Per: HONOURABLE THE ACTING CHIEF JUSTICE)

Date : 13-07-2026

Heard learned counsel for the parties.

2. In the present writ petition, the petitioner has prayed
for the following relief(s):-

*"(i) For setting aside the Office Order No. 191
dated 18.10.2024 issued by the Office of the
Executive Engineer, Public Health Engineering*



Department (hereinafter referred to as PHED), Araria, whereby and where-under the undersigned cancelled the contracts with the petitioner pertaining to MBD Nos. 833 & 834 (2019-20), by which he directed forfeiture of the security deposit and further proposed to initiate an inquiry at the Divisional level for blacklisting the petitioner's company for a period of five years without serving any show cause notice whatsoever, contrary to Rule 11(B) of the Bihar Contractor's Registration Rule, 2007; as well as contrary to the general terms and conditions of the contract which forms part of the Model Bidding Document (herein after referred to as MBD).

(ii) For setting aside Letter No. 2292 dated 28.10.2024 whereby and where-under the Executive Engineer PHED, Araria had recommended for Blacklisting the petitioner's company without serving any show-cause notice as well as without serving any intimation whatsoever.

(iii) For directing respondent no. 6 to withhold the encashment of Bank Guarantee against MBD Nos. 833 & 834 vide FD No. -025340400058923/1 dated 10.02.2020, amounting to Rs. 4,24,300/- (Four lakhs twenty-four thousand three hundred rupees only), and FD. No. 025340400058933/1 dated 10.02.2020 amounting Rs. 4,39,020/- (Four lakhs thirty-nine thousand twenty rupees only) during pendency of the present writ application



(iv) For any other writ (s), order (s), direction (s), relief (s) for which the petitioners shall be entitled to."

3. The brief facts of the case are that the Public Health Engineering Department, Government of Bihar, issued a Notice Inviting Tender under the "Har Ghar Nal Ka Jal, Nishchay Yojana" for procurement of civil works. The petitioner participated in the tender process and, upon being declared successful, was issued a Letter of Acceptance dated 04.10.2019.

4. Thereafter, two agreements, namely MBD No. 833 and MBD No. 834, were executed between the petitioner and the Executive Engineer, PHED, Araria for execution of water supply works in Ward Nos. 09, 10, 11 and 12, and Ward Nos. 05, 06, 07 and 08 respectively, of Taran Panchayat under Jokihat Block. The petitioner commenced execution of the works on 12.02.2020.

5. On completion of the execution work, the Executive Engineer, PHED, Araria, by Letter No. 2170 dated 30.12.2021, forwarded the petitioner's claim for release of payment of Rs.1,54,27,148/- to the Engineer-in-Chief after inspection of the works.

6. Subsequently, alleging deficiencies in execution and maintenance of the project, the Executive Engineer issued several



communications to the petitioner. Thereafter, by Office Order No. 191 dated 18.10.2024, the contracts were rescinded and recommendation was made for initiation of proceedings for blacklisting of the petitioner for a period of five years.

7. Pursuant thereto, communications were issued for final measurement of the works, followed by a communication dated 28.10.2024 to the Superintending Engineer regarding rescission of the contracts. Thereafter, by letter dated 04.11.2024, the petitioner's banker was requested to encash the fixed deposits furnished by the petitioner towards performance security.

8. Learned counsel for the petitioner submits that the petitioner had completed the execution of the works under both the agreements and thereafter was carrying out routine maintenance in terms of the contract. In support thereof, reliance is placed upon Letter No. 2170 dated 30.12.2021 issued by the Executive Engineer himself recommending release of payment after inspection of the completed works.

9. It is further submitted that although several communications alleging deficiencies were issued by the Executive Engineer, no effective opportunity was afforded to the petitioner to respond before passing the impugned order. It is



contended that the contracts were rescinded without issuance of any show-cause notice or affording an opportunity of hearing.

10. Learned counsel further submits that the allegations regarding non-maintenance are misconceived inasmuch as repeated representations were made by the petitioner bringing to the notice of the authorities the recurring electricity fluctuations affecting operation of the water supply system. However, no remedial measures were taken by the concerned authorities and the consequences thereof were wrongly attributed to the petitioner.

11. It is also submitted that despite the petitioner responding to the communications issued by the department and assuring rectification of any shortcomings, the respondents proceeded to rescind the contracts, recommend blacklisting and invoke the performance security, rendering the impugned action arbitrary and unsustainable in law.

12. Per contra, learned counsel appearing for the respondents submits that the petitioner did not complete the entire work under Agreement Nos. MBD-833/2019-20 and MBD-834/2019-20. It is contended that Letter No. 2170 dated 30.12.2021 merely sought allotment of funds for the partial work executed by the petitioner and cannot be construed as a certificate of completion of the entire project.



13. It is further submitted that against the total agreement value, the petitioner executed work only to the extent of the amounts recorded in the measurement books and, despite receiving payment thereof, failed to execute the remaining work under both the agreements.

14. Learned counsel submits that since the petitioner failed to complete the balance work despite repeated communications, the agreements were rightly rescinded vide Office Order No. 191 dated 18.10.2024.

15. The limited issue which arises for consideration before this Court is as to whether the respondents could validly rescind the agreements on the ground of non-completion of the work in October, 2024, despite the Executive Engineer having, by Letter No. 2170 dated 30.12.2021, certified the work executed by the petitioner and recommended release of payment therefor.

16. Having carefully examined the record, this Court finds that the issue requires an analysis of the contemporaneous documents relied upon by both sides, particularly Letter No. 2170 dated 30.12.2021 and the impugned Office Order dated 18.10.2024.

17. Letter No. 2170 dated 30.12.2021, issued by the Executive Engineer, PHED, Araria, reads as under:

"कार्यपालक अभियंता का कार्यालय



लोक स्वास्थ्य प्रमंडल, अररिया

पत्रांक 2170 अररिया, दिनांक 30/12/2021

प्रेषक,

कार्यापालक अभियंता,

लोक स्वास्थ्य प्रमंडल, अररिया।

सेवा में,

अभियंता प्रमुख—सह—विशेष सचिव,

लोक स्वास्थ्य अभियंत्रण विभाग,

बिहार, पटना।

विषय :- राष्ट्रीय ग्रामीण पेयजल कार्यक्रम अन्तर्गत “हर घर नल का जल” योजना (गुणवत्ता प्रभावित क्षेत्र) के तहत अध्याचना के संबंध में।

प्रसंग :- स्वीकृतियादेश संख्या पत्रांक 344 दिनांक 25.01.2019, भवदीय पत्रांक 496 दिनांक 21.05.2021 एवं पत्रांक 6बी/ज0गु0— 1075/2019—508 दिनांक 04.06.2021

महाशय,

उपर्युक्त प्रासंगिक विषयक संबंध में सादर कहना है कि राष्ट्रीय ग्रामीण पेयजल कार्यक्रम अन्तर्गत “हर घर नल का जल” योजना (गुणवत्ता प्रभावित क्षेत्र) के तहत आवंटन हेतु विहित प्रपत्र के साथ प्रतिवेदन संलग्न है। साथ ही कहना है कि उक्त एकरारनामा के अन्तर्गत कराए गए सभी कार्य Satisfactory है एवं सभी योजना MIS पर Entered है। वर्तमान में योजनाओं से जलापूर्ति की जा रही है।

अतएव भवदीय से अनुरोध है कि कराये गये कार्य हेतु तत्काल मो0 15427148/- (एक करोड़ चौवन लाख सताईस हजार एक सौ अड़तालीस) रुपये का आवंटन दी जाय। ताकि लंबित पारित विपत्र का भुगतान किया जा सके।

अनु0 :- यथोपरि।

विश्वासभाजन

ह0/-

कार्यपालक अभियंता

लोक स्वास्थ्य प्रमंडल अररिया।

"

18. A perusal of the aforesaid communication reveals that the Executive Engineer sought allotment of Rs.75,07,466/- under Agreement No. MBD-833/2019-20 and Rs.79,19,682/- under Agreement No. MBD-834/2019-20, whereas the total contractual value under the two agreements was approximately Rs. 3.23 crores. Thus, the recommendation was admittedly not for the



entire agreement value but only for the work executed till that stage. At the same time, the communication does not record that substantial portions of the work remained incomplete, nor does it identify the balance work required to be executed or indicate that the petitioner had committed any breach of the contractual obligations. On the contrary, the recommendation was made after inspection of the work executed by the petitioner.

19. The respondents seek to explain the said communication by contending that it merely pertained to partial execution of the work and did not amount to a completion certificate. According to them, the petitioner failed to execute the remaining work under both the agreements, whereafter the agreements were rescinded and the balance work was got executed through another agency.

20. The impugned Office Order dated 18.10.2024 reads as under:

"कार्यपालक अभियंता का कार्यालय
लोक स्वास्थ्य प्रमंडल, अररिया।

कार्यालय आदेश सं० 191 अररिया, दिनांक 18/10/2024

विषय:— संवेदक मेसर्स आर० डी० इन्भाइरो इन्जीनियर्स एण्ड कन्स्ट्रक्शन प्रा० लि०, F-4, C30A, नथु सिंह मार्केट, मसुदपुर, बसंत कुँज, न्यू दिल्ली द्वारा लोक स्वास्थ्य प्रमंडल, अररिया अन्तर्गत प्रखंड जोकीहाट के पंचायत तारण के वार्ड संख्या 05, 06, 07, 08, 09, 10, 11 एवं 12 अर्थात् कुल 08 अदद वार्डों में "हर घर नल का जल" योजना का निर्माण तथा 05 (पांच) वर्षों का परिचालन एवं रख-रखाव का कार्य हेतु एकरारनामा संख्या MBD No.-833 वर्ष 2019-20 एवं MBD No.-834 वर्ष 2019-20 द्वारा आवंटित है। एकरारनामा अनुसार कार्य पूर्ण की तिथि 11.06.2020 है। संवेदक द्वारा कार्य के प्रति पर्याप्त अभिरुची नहीं रखने एवं कार्य की प्रगति धीमी होने के कारण तत्कालीन परिस्थिति में कार्यालय आदेश संख्या 10-सह-पठित ज्ञापांक 19 दिनांक 04.01.2021 द्वारा डीबार भी किया गया है।



मुख्य अभियंता, लोक स्वास्थ्य अभियंत्रण विभाग, पूर्णियाँ प्रक्षेत्र पूर्णियाँ के पत्रांक 507 दिनांक 19.03.2021 के द्वारा 31.03.2021 तक समय वृद्धि प्राप्त है। प्राप्त समय वृद्धि अनुसार निश्चित रूप से कार्य पूर्ण किया जाना है।

अवयववार कार्य सम्पादन एवं नियमित जलापूर्ति बहाल करने हेतु इस कार्यालय का पत्रांक 477 दिनांक 17.03.2023, पत्रांक 654 दिनांक 28.03.2023, पत्रांक 915 दिनांक 09.05.2023, पत्रांक 1047 दिनांक 29.05.2023, पत्रांक 1092 दिनांक 02.06.2023, पत्रांक 1508 दिनांक 25.07.2023, पत्रांक 1765 दिनांक 11.09.2023, पत्रांक 1872 दिनांक 19.09.2023, पत्रांक 2006 दिनांक 12.10.2023, पत्रांक 2103 दिनांक 31.10.2023, पत्रांक 184 दिनांक 22.01.2024, पत्रांक 340 दिनांक 29.01.2024, पत्रांक 821 दिनांक 18.03.2024, पत्रांक 922 दिनांक 04.04.2024, पत्रांक 982 दिनांक 13.04.2024, पत्रांक 988 दिनांक 15.04.2024, पत्रांक 1332 दिनांक 24.06.2024, पत्रांक 1418 दिनांक 03.07.2024, पत्रांक 1459 दिनांक 06.07.2024, पत्रांक 1504 दिनांक 15.07.2024 एवं पत्रांक 1766 दिनांक 22.08.2024 द्वारा अनुरोध किया गया, परन्तु अबतक प्रगति शुन्य है, जो अत्यन्त खेद का विषय है। विदित हो कि कार्य पूर्ण करने की अंतिम तिथि 31.03.2021 तक ही थी, जो तीन वर्ष पूर्व ही समाप्त हो चुकी है। इससे स्पष्ट होता है कि संवेदक द्वारा कार्य में अभिरुची नहीं ली जा रही है।

उल्लेखनीय है कि पत्रांक 2006 दिनांक 12.12.2023 द्वारा 07 (सात) दिनों के अन्दर कार्य पूर्ण करने तथा योजना में विद्यमान त्रुटियों का निराकरण कर जलापूर्ति बहाल करने का अनुरोध किया गया तथा कार्य प्रगति का संयुक्त प्रगति प्रतिवेदन उपलब्ध कराने हेतु अनुरोध किया गया। संवेदक को बार-बार स्मारित करने के बावजूद भी जलापूर्ति बहाल नहीं करने की स्थिति में पत्रांक 1662 दिनांक 07.08.2024 द्वारा एकरारनामा विखंडन हेतु अनुशंसा की गई। अधीक्षण अभियंता, लोक स्वास्थ्य अभियंत्रण, पूर्णियाँ अंचल पूर्णियाँ के पत्रांक 485 दिनांक 14.08.2024 द्वारा एकरारनामा विखंडन करने हेतु नियमानुसार कार्रवाई करने का निदेश दिया गया। पत्रांक 1766 दिनांक 22.08.2024 द्वारा अंतिम अवसर प्रदान करते हुए संवेदक को 24 घंटा के अन्दर जलापूर्ति बहाल करने हेतु अनुरोध किया गया। परन्तु फलाफल शुन्य है। अतएव इस कार्यालय का पत्रांक 1504 दिनांक 15.07.2024 द्वारा वर्णित परिस्थिति में “क्यों नहीं आपके एकरारनामा को विखंडित करते हुए जमा जमानत की राशि को राज्यसात कर ली जाय” से संबंधित स्पष्टीकरण एक सप्ताह के अन्दर उपलब्ध कराने हेतु संवेदक से अनुरोध किया गया, परन्तु उक्त स्पष्टीकरण अबतक अप्राप्त है।

उपरोक्त परिस्थिति से स्पष्ट हो जाता है कि एकरारनामा के शर्तों के अनुसार योजना के कार्य की प्रगति काफी कम है तथा कार्य पूर्ण नहीं कराये जाने की स्थिति में योजना से नियमित जलापूर्ति बहाल होना असंभव प्रतीत होता है। ऐसी परिस्थिति में संविदा में निहित शर्तों के आलोक में संवेदक का एकरारनामा विखण्डित कर, जमानत की राशि राज्यसात करने एवं संवेदक को काली सूची में डालने का मामला बनता है।

उपर्युक्त परिपेक्ष्य में सम्यक विचारोपरान्त संवेदक मेसर्स आर० डी० इन्भाइरो इन्जीनियर्स एण्ड कन्स्ट्रक्शन प्रा० लि० F-4, C30A, नथु सिंह मार्केट, मसुदपुर, बसंत कुँज, न्यू दिल्ली जिनका विभाग में निबंधन संख्या 151120190282 है, का एकरारनामा संख्या MBD No.-833 वर्ष 2019-20 एवं MBD No.-834 वर्ष 2019-20 को संविदा की शर्तों के Clause-3 एवं अन्य सुसंगत प्रावधानों के तहत विखंडित कर, जमानत के रूप में जमा राशि को राज्यसात कर राज्य कोष में जमा करने का निर्णय लिया जाता है। साथ ही साथ संवेदक को पाँच वर्षों के लिए काली सूची में डालने हेतु प्रमंडलीय अनुशंसा उच्चधिकारियों को भेजने हेतु भी निर्णय लिया गया है। यह आदेश तत्काल प्रभाव से लागु होगा।

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कार्यपालक अभियंता
लोक स्वास्थ्य प्रमंडल, अररिया।

ज्ञापांक 2195 अररिया, दिनांक 18/10/2024



प्रतिलिपि:— संवेदक आर० डी० इन्साइरो इन्जीनियर्स एण्ड कन्स्ट्रक्शन प्रा० लि० F-4, C30A, नथु सिंह मार्केट, मसुदपुर, बसंत कुँज, न्यू दिल्ली को सूचनार्थ प्रेषित।

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कार्यपालक अभियंता

लोक स्वास्थ्य प्रमंडल, अररिया।"

21. A comparison of the aforesaid two contemporaneous documents assumes significance. While the respondents may ultimately be justified in contending that the communication dated 30.12.2021 related only to the work executed till that date, the impugned Office Order dated 18.10.2024 neither adverted to nor considered the effect of the earlier communication issued by the Executive Engineer himself. The impugned order proceeds on the premise that the petitioner had failed to complete the work without reconciling the said conclusion with the departmental record available since 30.12.2021.

22. It is trite that every administrative decision affecting civil consequences must be informed by fairness, reason and due application of mind. In ***Mahabir Auto Stores v. Indian Oil Corporation***, reported in (1990) 3 SCC 752, the Hon'ble Supreme Court held that even in contractual matters, State instrumentalities are required to act fairly and reasonably. The relevant part of the said order reads as follows:

"12. It is well settled that every action of the State or an instrumentality of the State in exercise of its



executive power, must be informed by reason. In appropriate cases, actions uninformed by reason may be questioned as arbitrary in proceedings under Article 226 or Article 32 of the Constitution. Reliance in this connection may be placed on the observations of this Court in Radha Krishna Agarwal v. State of Bihar. It appears to us, at the outset, that in the facts and circumstances of the case, the respondent company IOC is an organ of the State or an instrumentality of the State as contemplated under Article 12 of the Constitution. The State acts in its executive power under Article 298 of the Constitution in entering or not entering in contracts with individual parties. Article 14 of the Constitution would be applicable to those exercises of power. Therefore, the action of State organ under Article 14 can be checked. See Radha Krishna Agarwal v. State of Bihar at p. 462, but Article 14 of the Constitution cannot and has not been construed as a charter for judicial review of State action after the contract has been entered into, to call upon the State to account for its actions in its manifold activities by stating reasons for such actions. In a situation of this nature certain activities of the respondent company which constituted State under Article 12 of the Constitution may be in certain circumstances subject to Article 14 of the Constitution in entering or not entering into contracts and must be reasonable and taken only upon lawful and relevant consideration; it depends upon facts and circumstances of a particular transaction whether hearing is necessary and reasons have to be stated. In case any right conferred on the



citizens which is sought to be interfered, such action is subject to Article 14 of the Constitution, and must be reasonable and can be taken only upon lawful and relevant grounds of public interest. Where there is arbitrariness in State action of this type of entering or not entering into contracts, Article 14 springs up and judicial review strikes such an action down. Every action of the State executive authority must be subject to rule of law and must be informed by reason. So, whatever be the activity of the public authority, in such monopoly or semi-monopoly dealings, it should meet the test of Article 14 of the Constitution. If a governmental action even in the matters of entering or not entering into contracts, fails to satisfy the test of reasonableness, the same would be unreasonable. In this connection reference may be made to E.P. Royappa v. State of Tamil Nadu, Maneka Gandhi v. Union of India, Ajay Hasia v. Khalid Mujib Sehravardi, R.D. Shetty v. International Airport Authority of India and also Dwarkadas Marfatia and Sons v. Board of Trustees of the Port of Bombay . It appears to us that rule of reason and rule against arbitrariness and discrimination, rules of fair play and natural justice are part of the rule of law applicable in situation or action by State instrumentality in dealing with citizens in a situation like the present one. Even though the rights of the citizens are in the nature of contractual rights, the manner, the method and motive of a decision of entering or not entering into a contract, are subject to judicial review on the touchstone of relevance and reasonableness, fair play, natural justice, equality and



non-discrimination in the type of the transactions and nature of the dealing as in the present case.”

23. Similarly, in ***Kranti Associates (P) Ltd. v. Masood Ahmed Khan, reported in (2010) 9 SCC 496***, it was held that recording of reasons is an indispensable facet of fairness in administrative decision-making. The relevant part of the said order reads as follows:

“ 47. Summarising the above discussion, this Court holds:

(a) In India the judicial trend has always been to record reasons, even in administrative decisions, if such decisions affect anyone prejudicially.

(b) A quasi-judicial authority must record reasons in support of its conclusions.

(c) Insistence on recording of reasons is meant to serve the wider principle of justice that justice must not only be done it must also appear to be done as well.

(d) Recording of reasons also operates as a valid restraint on any possible arbitrary exercise of judicial and quasi-judicial or even administrative power.

(e) Reasons reassure that discretion has been exercised by the decision-maker on relevant grounds and by disregarding extraneous considerations.

(f) Reasons have virtually become as indispensable a component of a decision-making process as observing



principles of natural justice by judicial, quasi-judicial and even by administrative bodies.

(g) Reasons facilitate the process of judicial review by superior courts.

(h) The ongoing judicial trend in all countries committed to rule of law and constitutional governance is in favour of reasoned decisions based on relevant facts. This is virtually the lifeblood of judicial decision-making justifying the principle that reason is the soul of justice.

(i) Judicial or even quasi-judicial opinions these days can be as different as the judges and authorities who deliver them. All these decisions serve one common purpose which is to demonstrate by reason that the relevant factors have been objectively considered. This is important for sustaining the litigants' faith in the justice delivery system.

(j) Insistence on reason is a requirement for both judicial accountability and transparency.

(k) If a judge or a quasi-judicial authority is not candid enough about his/her decision-making process then it is impossible to know whether the person deciding is faithful to the doctrine of precedent or to principles of incrementalism.

(l) Reasons in support of decisions must be cogent, clear and succinct. A pretence of reasons or “rubber-stamp reasons” is not to be equated with a valid decision-making process.

(m) It cannot be doubted that transparency is the sine qua non of restraint on abuse of judicial powers.



Transparency in decision-making not only makes the judges and decision-makers less prone to errors but also makes them subject to broader scrutiny. (See David Shapiro in Defence of Judicial Candor.)

(n) Since the requirement to record reasons emanates from the broad doctrine of fairness in decision-making, the said requirement is now virtually a component of human rights and was considered part of Strasbourg Jurisprudence. See Ruiz Torija v. Spain EHRR, at 562 para 29 and Anya v. University of Oxford , wherein the Court referred to Article 6 of the European Convention of Human Rights which requires,

“adequate and intelligent reasons must be given for judicial decisions”.

(o) In all common law jurisdictions judgments play a vital role in setting up precedents for the future. Therefore, for development of law, requirement of giving reasons for the decision is of the essence and is virtually a part of “due process”.

24. Tested on the aforesaid principles, this Court finds that the impugned Office Order cannot be sustained. If the respondents intended to take the view that the petitioner had executed only a part of the contractual work, it was incumbent upon the competent authority to consider the contents of Letter No. 2170 dated 30.12.2021, examine its bearing on the issue, and thereafter record cogent reasons as to why, notwithstanding the



statements made therein, the petitioner was liable to be held responsible for non-completion of the contractual work. The impugned order, however, is completely silent in this regard. The subsequent explanation offered in the counter affidavit that the communication dated 30.12.2021 related only to partial execution of the work cannot cure the deficiency in the impugned order itself.

25. Accordingly, this Court is of the considered view that the decision-making process stands vitiated on account of non-consideration of a material contemporaneous document forming part of the respondents' own record. Therefore, the issue is answered in favour of the petitioner.

26. In view of the aforesaid, the impugned Office Order dated 18.10.2024 (Annexure-P/2) is set aside, and consequently the Letter dated 28.10.2024 (Annexure-P/5) is also set aside.

27. The matter is remitted to the competent authority to consider the matter afresh, keeping in view the statements recorded in Letter No. 2170 dated 30.12.2021 (Annexure- P/3) as well as all other relevant materials on record, and thereafter pass a fresh, reasoned order in accordance with law after affording the petitioner an adequate opportunity of hearing.



28. This Court has expressed no opinion on the merits of the rival claims regarding the actual extent of work executed by the petitioner, and all questions are left open for consideration by the competent authority.

29. Accordingly, the present writ application stands allowed in terms of the observations and directions made hereinabove.

30. Pending application(s), if any, shall also stand disposed of.

(Sudhir Singh, ACJ)

(Rajesh Kumar Verma, J.)

Gaurav Kumar/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	21.07.2026
Transmission Date	NA

