

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1509 of 2025

Naveen Kumar Son of Lilanand Jha, Resident of Village- Balaur, PS- Manigachi, District- Darbhanga.

... ... Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary Food and Consumer Protection Department, Government of Bihar, Patna.
2. The Managing Director, Bihar State Food and Civil Supplies Corporation, R-Block, Khadya Bhawan Daroga Prasad Rai Path, Road No.2, Bihar, Patna.
3. The Deputy General Manager Director, Transpotation, Head Office, Bihar State Food and Civil Supplies Corporation, R-Block, Khadya Bhawan, Daroga Prasad Rai Path, Road no. 2, Bihar, Patna.
4. The District Magistrate Cum Chairman, District Transport Committee, Madhubani.
5. The Deputy Development Commissioner Cum Vice-Chairman, District Transport Committee, Madhubani.
6. The District Supply Officer Cum Member, District Transport Committee, Madhubani.
7. The District Transport office Cum Member, District Transport Committee, Madhubani.
8. The District Manager Cum Member Secretary, District Transport Committee, Bihar State Food and Civil Supplies Corporation, Khadi Bhandar Road, Old LIC Campus, Madhubani.
9. The Block Supply Officer, Madhepur Madhubani.

... ... Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Rama Kant Sharma, Sr. Advocate
		Mr. Rakesh Kumar Samrendra, Advocate
For the State	:	Mr. Alok Kumar Rahi, Advocate
For the BSFC	:	Mr. Anjani Kumar, Sr. Advocate
		Mr. Shailendra Kumar Singh, Advocate

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE PARTHA SARTHY)

Date : 01-05-2025

1. Heard Mr. Rama Kant Sharma, learned Senior counsel assisted by Mr. Rakesh Kumar Samrendra for the



petitioner, Mr. Anjani Kumar, learned Senior counsel assisted by Mr. Shailendra Kumar Singh for the Bihar State Food and Civil Supplies Corporation (hereinafter referred to as 'the Corporation') and Mr. Alok Kumar Rahi, learned counsel for the State of Bihar.

2. The petitioner has filed the instant writ application praying for quashing the order contained in Memo no.1841 dated 5.10.2024 whereby the respondents were pleased to cancel the agreement entered into between the Corporation and the petitioner, blacklisted the petitioner for a period of five years and further ordered that the security money to the tune of Rs.5 lacs and the Bank guarantee to the tune of Rs.10 lacs shall both stand forfeited. Further prayer has been made to direct the respondents to take into consideration the submission of final form in connection with Madhepura P.S Case no.83 of 2021 wherein the petitioner was not sent up and for other reliefs.

3. The facts in brief are that the respondent Corporation came out with a Notice Inviting Tender no.5784 on 8.7.2020 for the purpose of selection of Transportation-cum-Handling Contractors for transportation of foodgrains in the District of Madhubani. The petitioner having participated in the bid was successful and an agreement was entered into between



the petitioner and the Corporation on 2.3.2021. It further transpires from the records of the case that having received secret information about black-marketing being done, a raid was conducted as a result of which the Block Supply Officer, Madhepura with the assistance of the police personnel was able to seize 212 sacks of grain meant for purpose of black-marketing and which led to registration of an F.I.R being Madhepura P.S Case no.83 of 2021.

4. A show-cause notice dated 31.5.2021 was issued to the petitioner and on receipt of his reply, which was not found to be satisfactory, the agreement entered into by the Corporation with the petitioner was cancelled and he was blacklisted for a period of five years. It was further ordered that the sum of Rs.5 lacs deposited by way of security money and Rs.10 lacs of Bank guarantee would both stand forfeited.

5. Against the aforesaid order, the petitioner moved this Court in CWJC no.3995 of 2024. By order dated 2.4.2024, the writ application was allowed setting aside the order impugned with a direction to the respondent to issue a fresh show-cause notice to the petitioner, to consider the reply filed by him and to pass a reasoned and speaking order taking into consideration the defence of the petitioner.



6. Pursuant to the aforesaid order dated 2.4.2024 passed in CWJC no.3995 of 2024, a fresh show-cause notice was served on the petitioner on 13.5.2024. The same was followed by another notice dated 24.8.2024 sent by the District Officer-cum-Chairman, District Transport Committee, Madhubani asking the petitioner to show-cause as to why the agreement be not cancelled and the Bank guarantee and security money be not forfeited after blacklisting the petitioner for having violated Clause 4(a), (b), (c), (d), (e), (f) and (g) of the NIT. The petitioner filed his reply.

7. Taking into consideration the contents of the reply of the petitioner as also the documents enclosed with the same, a detailed order contained in Memo no.1841 dated 5.10.2024 (impugned herein) was passed by the Members of the District Transport Committee, Madhubani cancelling his agreement, blacklisting him for a period of five years and forfeiting his security money and Bank guarantee.

8. Mr. Rama Kant Sharma, learned Senior counsel appearing for the petitioner submitted that the respondent authorities failed to take into consideration that for the allegations of black-marketing levelled against the petitioner, an F.I.R was also registered against him wherein on investigation,



final form had been submitted not sending up the petitioner. The respondent authorities failed to take the same into consideration and thus erred in coming to the conclusion and passing of the order impugned. It was submitted that in fact it was the Block Supply Officer, who was responsible for the wrongdoings and the respondents had not taken into consideration the contents of the reply filed by the petitioner. As such, it was prayed that the order impugned be set aside and the application be allowed.

9. Learned counsel appearing for the respondents submitted that in compliance of the direction of this Court as contained in order dated 2.4.2024 passed in CWJC no.3995 of 2024, the contentions raised by the petitioner in his reply to the show-cause notice was considered and by a detailed order, all the points having been considered and the final order has been passed cancelling the agreement. There is no illegality in the order impugned, no merit in the instant application and thus the case be dismissed.

10. Heard learned Senior counsel for the petitioner, learned counsel for the respondents and perused the materials on record.

11. As directed by this Court in its order dated 2.4.2024 passed in CWJC no.3995 of 2024, a show-cause notice



was given to the petitioner to which he filed a detailed reply. The same was considered by the respondent-Members of the District Transport Committee, who proceeded to pass the impugned order containing in Memo no.1841 dated 5.10.2024. Perusal of the order impugned would show that the same considers the points raised by the petitioner and which have been dealt with in the following manner :-

(i) As per the petitioner, the 212 sacks of grains were received by the seller Mahesh Prasad Singh on 30.5.2021 itself. It is stated by the respondents in the aforesaid order that if this was the case, the same should have been registered in the POS (Point of Sale) machine on the same day, instead the same was shown to have been received on 10.6.2021. This clearly showed that the receipt produced showing the sale on 30.5.2021 was clearly back dated.

(ii) On obtaining the online tracking report with respect to the vehicle in question it transpired that the vehicle transporting the grains had not proceeded on the fixed route.

(iii) The Court of the learned Sub Divisional Judicial Magistrate, Jhanjharpur had issued summons for appearance of the driver of the vehicle in question.

12. The aforesaid facts clearly showed that there had



been violation by the petitioner of the provisions contained in different sub-clauses of Clause-4 of the agreement according to which the petitioner, who was the transporting, handing-cum-delivery agent, was required to obey all the directions issued by the Government, to work under the supervision of the authorised representative of the Corporation and to transport the foodgrains from the godown of the Corporation to the designated fair price dealer shop through the route chart fixed by the District Magistrate within reasonable travelling period.

13. Clause-4 further provided that in case of the agent's/petitioner's causing delay in lifting of essential foodgrains, he would be liable to be proceeded against under the Essential Commodities Act and in case, the driver or owner of the vehicle or any person deployed by the transporting-cum-handling agent is found indulging in black-marketing or theft of the foodgrains then punitive action would be taken against the transporter and he will be blacklisted for five years.

14. Taking into consideration the aforesaid facts including seizure of the grains by the Block Supply Officer, Madhepura, the respondents rightly took the decision of cancelling the agreement with the petitioner, blacklisting him for five years and forfeiting his security money and Bank



guarantee.

15. The petitioner has not made out any case for interference in the order impugned by this Court.

16. The Court finds no merit in the instant application and the same is dismissed.

(Ashutosh Kumar, ACJ)

(Partha Sarthy, J)

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AFR/NAFR	
CAV DATE	N/A
Uploading Date	08.05.2025
Transmission Date	

