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HIGH COURT OF CHHATTISGARH BILASPUR**Order Reserved on 18.01.2021****Order Delivered on 29.01.2021****Writ Petition (C) No.7 of 2021**

M/s SRMT Waste Management (P) Ltd. Through Ravishankar Shrivastava S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh-21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior, M.P.

---- Petitioner**Versus**

1. Municipal Corporation, Bhilai Through Commissioner, Municipal Corporation, Bhilai, District Durg, Chhattisgarh
2. Executive Engineer Municipal Corporation Bhilai, District Durg, Chhattisgarh
3. State of Chhattisgarh Through The Secretary Urban Development Department, Mahanadi Bhavan, Mantralaya, Naya Raipur, District Raipur, Chhattisgarh

---- Respondents**Writ Petition (C) No. 9 of 2021**

M/s. SRMT Waste Management (P) Ltd. Through Ravishankar Shrivastava S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh - 21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior (M.P.).

---- Petitioner**Versus**

1. Municipal Corporation, Bhilai Through Commissioner, Municipal Corporation, Bhilai, District Durg Chhattisgarh.
2. Executive Engineer Municipal Corporation Bhilai, District Durg Chhattisgarh.
3. State Of Chhattisgarh Through The Secretary Urban Development Department, Mahanadi Bhavan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents**Writ Petition (C) No. 14 of 2021**

M/s. SRMT Waste Management (P) Ltd., Through Ravishankar Shrivastava S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh-21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior (M.P.)

---- Petitioner**Versus**

1. Municipal Corporation, Bhilai, Through Commissioner, Municipal

Corporation, Bhilai, District Durg Chhattisgarh.

2. Executive Engineer, Municipal Corporation Bhilai, District Durg Chhattisgarh.
3. State of Chhattisgarh, Through The Secretary Urban Development, Department, Mahanadi Bhavan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents

Writ Petition (C) No. 15 of 2021

M/s. SRMT Waste Management (P) Ltd. Through Ravishankar Shrivastava S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh-21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior (M.P.)

---- Petitioner

Versus

1. Municipal Corporation, Bhilai Through Commissioner, Municipal Corporation, Bhilai, District Durg Chhattisgarh
2. Executive Engineer, Municipal Corporation Bhilai, District Durg Chhattisgarh
3. State of Chhattisgarh, Through The Secretary Urban Development Department, Mahanadi Bhavan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents

Writ Petition (C) No. 16 of 2021

M/s. SRMT Waste Management (P) Ltd. Through Ravishankar Shrivastava S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh 21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior Madhya Pradesh.

---- Petitioner

Versus

1. Municipal Corporation, Bhilai Through Commissioner, Municipal Corporation, Bhilai, District Durg Chhattisgarh.
2. Executive Engineer Municipal Corporation Bhilai, District Durg Chhattisgarh.
3. State Of Chhattisgarh Through The Secretary Urban Development Department, Mahanadi Bhawan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents

Writ Petition (C) No. 35 of 2021

M/s. SRMT Waste Management (P) Ltd. Through Ravishankar Shrivastava S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh 21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior Madhya Pradesh.

---- Petitioner

Versus

1. Municipal Corporation, Bhilai Through Commissioner, Municipal Corporation, Bhilai, District Durg Chhattisgarh.
2. Executive Engineer Municipal Corporation Bhilai, District Durg Chhattisgarh.
3. State of Chhattisgarh Through The Secretary Urban Development Department, Mahanadi Bhawan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents

Writ Petition (C) No. 36 of 2021

M/s. SRMT Waste Management (P) Ltd. Through M/s. SRMT Waste Management (P) Ltd. Ravishankar S/o Late Vishambhardayal Shrivastava, Aged About 50 Years, Managing Director, R/o Eh-21, Deendayal Nagar, Airport Road, Gwalior, District Gwalior (M.P.).

---- Petitioner

Versus

1. Municipal Corporation Bhilai, Through Commissioner, Municipal Corporation Bhilai, District Durg Chhattisgarh
2. Executive Engineer, Municipal Corporation Bhilai, District Durg Chhattisgarh
3. State of Chhattisgarh, Through The Secretary Urban Development Department, Mahanadi Bhavan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents

For Petitioner	: Shri Tarendra Kumar Jha, Shri Narayan Prasad Thakur and Shri Bhaskar Jha, Advocates
For Respondents 1 & 2	: Smt. Fouzia Mirza, Advocate
For Respondent/State	: Shri Ashish Tiwari, Government Advocate

Hon'ble Shri P. R. Ramachandra Menon, Chief Justice

Hon'ble Shri Parth Prateem Sahu, Judge

C A V Order

P.R. Ramachandra Menon, Chief Justice

1. The Petitioner is the same in all these writ petitions and the grievance is similar. As suggested by the learned counsel for the Petitioner, Writ Petition (C) No.7 of 2021 is taken as the lead case and the

parties and proceedings are referred to as given therein, except where it is separately mentioned elsewhere depending upon the context.

2. The Respondent-Municipal Corporation issued Annexure P/1 tender notification on 10.06.2020 for segregation of waste and preparation of compost from wet waste by recycling the material in respect of six different zones prescribing the terms and conditions including the qualifications. In response to the tender notification, the Petitioner participated in the bid and came out successful getting placed at L-1 level. Pursuant to the further steps, an agreement came to be executed and later, work order was also issued. However, before commencement of the work, Annexure P/16 show cause notice was issued to the Petitioner alleging suppression of material fact with regard to the blacklisting of the Petitioner by the Agra Municipal Corporation in some tender proceedings floated by them and as to the registration of a criminal case, which was stated as contrary to the undertaking given by the Petitioner that he was not blacklisted by any entities, which was a pre-qualification intended, to have participated in the tender. This was replied by the Petitioner as per Annexure P/17 dated 27.11.2020 pointing out that, the date of blacklisting by the Agra Municipal Corporation was actually on '27.06.2020' and not on '27.05.2020', whereas the undertaking was given on 15.06.2020 i.e. prior to the said date of blacklisting and hence, there was no suppression. It was further pointed out that, the order of blacklisting of the Petitioner was challenged before the Allahabad High Court and that the Court was pleased to grant interim stay, which was in operation. It was also pointed out that, the criminal case was registered at the instance of the Agra Municipal Corporation contrary to the actual facts and figures and hence, it was also sought to be challenged by way of separate proceedings, wherein an interim stay has

been granted in favour of the Petitioner. On getting the said reply, the factual position sought to be ascertained by the Respondent-Municipal Corporation by moving their counter part at Agra, who asserted that the blacklisting was on '27.05.2020' and a certified copy of the relevant proceedings including the First Information Report ('FIR') as to the registration of the criminal case was forwarded to the Respondent-Municipal Corporation. After considering the matter, the Respondent-Municipal Corporation held that there was clear suppression of material facts as to blacklisting of the Petitioner in the tender submitted on 18.06.2020 and in the said circumstance, the agreement was cancelled, EMD/Security Deposit was forfeited and the Petitioner was blacklisted vide Annexure P/18 dated 01.12.2020. This made the Petitioner to approach this Court challenging Annexure P/16 show cause notice and Annexure P/18 order of termination of the contract; simultaneously, blacklisting the Petitioner and forfeiting the EMD/Security Deposit.

3. Shri Tarendra Kumar Jha, the learned counsel appearing for the Petitioner addressed the Court with reference to the pleadings and materials brought on record. According to the learned counsel, the Petitioner has not done any mischief by way of suppression of facts or otherwise. The instance of blacklisting of the Petitioner by the Agra Municipal Corporation in connection with the tender is conceded; which according to the Petitioner, was quite wrong and unfounded and forms the subject matter of challenge pending before the Allahabad High Court. In view of the interim stay granted by the said Court, the order of blacklisting is not having any significance and as such, there is nothing wrong as to the non-mentioning of the same in the undertaking given by the Petitioner. It is further pointed out that, some manipulation has been done by the authorities of the Agra Municipal Corporation, consciously changing the

date of blacklisting to make it appear as of '27.05.2020', whereas it was actually passed on '27.06.2020'. The Petitioner submits the last date for submitting the bid in the instant case, pursuant to Annexure P/1 tender notification, was only on '18.06.2020' and the relevant undertaking was given on '15.06.2020'. This being the position, the subsequent blacklisting stated as done on '27.06.2020' could not have been mentioned by the Petitioner in the undertaking given before the Respondent-Municipal Corporation and as such, there is no suppression of any material fact so as to have had the agreement cancelled.

4. The learned counsel further submits that Annexure P/16 show cause notice issued by the Respondent-Municipal Corporation does not mention anything with regard to their proposal to blacklist the Petitioner and no explanation was called for in this regard. It was without giving any opportunity of hearing with regard to blacklisting, that the proceedings were finalized as per Annexure P/18 dated 01.12.2020 , which is contrary to the settled position of law. The learned counsel seeks to place reliance on the verdicts passed by the Apex Court in **Gorkha Security Services v. Government (NCT of Delhi) and Others** reported in **(2014) 9 SCC 105**, **Vetindia Pharmaceuticals Limited v. State of Uttar Pradesh and Another** passed in **Civil Appeal No.3647 of 2020** vide judgment dated **06.11.2020**, **UMC Technologies Private Limited v. Food Corporation of India and Another** passed in **Civil Appeal No.3687 of 2020** vide judgment dated **16.11.2020**, **Medipol Pharmaceuticals India Pvt. Ltd. v. Post Graduate Institute of Medical Education and Research and Another** passed in **Civil Appeal No.2903 of 2020** vide judgment dated **05.08.2020** and such other verdicts passed by the Apex Court and also by this Court. It is also pointed out by the learned counsel that, when there is a dispute of actual date of blacklisting (whether that is

'27.06.2020' as contended by the Petitioner or '27.05.2020' as contended by the Corporation concerned), the benefit of doubt will go with the Petitioner. Reliance is placed on the verdicts passed by the Apex Court in **Mahabir Auto Stores and Others v. Indian Oil Corporation and Others** reported in **(1990) 3 SCC 752** and **ABL International Ltd. and Another v. Export Credit Guarantee Corporation of India Ltd. and Others** reported in **(2004) 3 SCC 553** in this regard. The learned counsel submits that this Court has to intervene since the Respondent-Municipal Corporation has acted arbitrarily throwing all the principles of natural justice to wind. The learned counsel also submits that right from the beginning, the attitude and approach of the Respondent-Municipal Corporation was quite antagonistic and that the Petitioner was actually made to run from pillar to post. It took a lot of efforts to get the agreement executed, after declaration of the Petitioner as L-1 and in issuing the work order. The request made by the Petitioner to conduct the joint inspection was also not acted upon, so as to commence the work. The matter was simply being protracted, ultimately leading to issuance of Annexure P/16 show cause notice, followed by Annexure P/18 termination of contract; simultaneously, blacklisting the Petitioner; causing huge loss and hardship to the Petitioner.

5. Smt. Fouzia Mirza, the learned standing counsel representing the Respondent-Municipal Corporation submits with reference to the pleadings brought on record that, after declaration of the Petitioner as the successful bidder, Annexure R/1 letter was issued on 21.09.2020 by speed post, requiring the Petitioner to execute necessary agreement within seven days, which however came to be returned unserved on 12.10.2020 as borne by Annexure R/2. Since the Petitioner did not respond, a reminder was sent to them on 05.10.2020 giving seven days'

time again to execute the agreement. In fact, the E-mail (Annexure R/3) sent to the Petitioner was served on them on 09.10.2020. The letter dated 05.10.2020 sent to the Petitioner also came to be returned unserved on 14.10.2020 as borne by Annexure R/4 envelope. This made the Respondent-Municipal Corporation to send e-mail and letter again to the Petitioner's Office on 13.10.2020 as evident from Annexure R/5. It is pointed out that there was some difference in the address mentioned in the envelope submitted by the Petitioner at the time of submission of the bid documents bearing the address for communication sent from the Respondent-Municipal Corporation, from the address mentioned by the Petitioner in the letter-head as made out in Annexure R/6. Though in view of Section 27 of the General Clauses Act, service of notice is complete in view of the deeming provisions, it is stated that the Respondent-Municipal Corporation informed the Petitioner again vide Annexure R/7 letter dated 21.10.2020 and email dated 21.10.2020 asking the Petitioner to execute the agreement extending the time till 29.10.2020. After completing the procedural formalities, Annexure R/8 agreement was executed on 28.10.2020 and as per Annexure R/9 proceedings dated 02.11.2020, the Petitioner was required to undertake the tendered work before 01.12.2020. This being the position, there is absolutely no merit or bonafides in the contentions/submissions made on behalf of the Petitioner that the approach of the Respondent-Municipal Corporation was antagonistic or that the Petitioner was made to suffer in any manner, w.r.t. the execution of the agreement and awarding of the work, submits the learned counsel.

6. With regard to cancellation of the agreement for suppression of material facts, the learned counsel submits that, as per **Clause 9** of the Agreement, the tenderer had to submit an affidavit declaring that he was

not blacklisted and as per **Clause 20** of the Agreement, in case of violation of the terms and conditions of the Agreement, the Commissioner of Municipal Corporation Bhilai, Chhattisgarh would be having the authority to cancel the tender. The said Clauses are to the following effect:

“09. निविदाकार को ऑनलाइन के माध्यम से निम्नलिखित दस्तावेज स्कैन कर निविदादाता को एस.एल.आर. सेन्टर अनुसार प्रतितन के लिये दर प्रस्तुत करना होगा। जिसमें आवेदन शुल्क रु. 1500/- की डी. डी., ई.पी.एफ., ई.एस.आई. का जीवित प्रमाण पत्र, पैन कार्ड की छायाप्रति, आधार कार्ड, तीन साल की सी.ए. द्वारा सत्यापित ऑडिट रिपोर्ट की छायाप्रति एवं निविदादाता का नाम काली सूची में नहीं होने के आशय का शपथ पत्र, निविदादाता को उक्त प्रकृति के साफ-सफाई कार्य का किसी भी नगरीय निकाय में उक्त कार्य का निरन्तर 01 वर्ष का अनुभव एवं वित्तीय वर्ष 2019-20 का लगभग 50.00 लाख का वार्षिक टर्नओवर होना अनिवार्य होगा। उपरोक्त सभी दस्तावेज एवं निविदादाता को नियत शर्त में उल्लेखित स्कोप ऑफ वर्क के अनुसार कार्य योजना का प्रस्ताव (प्रोजेक्ट रिपोर्ट) एक बंद लिफाफे में रजिस्टर्ड डाक से भी जमा करना अनिवार्य होगा। फिजिकल दस्तावेज परीक्षण उपरांत पात्र निविदाकार के ऑनलाईन निविदा दर खोली जावेगी।”

‘20. किसी भी विवाद की स्थिति में विवाद का निराकरण एवं शर्तों के उल्लंघन के दशा में अनुबंध निरस्त करने का अधिकार आयुक्त नगर पालिका निगम भिलाई को होगा।”

7. The learned counsel submits that, it was after the execution of Annexure R/8 agreement that the Respondent-Municipal Corporation came to know that the Petitioner had been blacklisted by the Municipal

Corporation Agra, which made the Respondent-Municipal Corporation to enquire upon the same by sending Annexure R/10 letter dated 25.10.2020 to the Municipal Corporation, Agra. This was responded by the Municipal Corporation, Agra stating that the Petitioner was blacklisted by them vide order dated '27.05.2020' and that FIR was registered against the Petitioner's Company for the offence punishable under Sections 420 and 406 of the Indian Penal Code, on the basis of written complaint made on 30.05.2020, copies of which were forwarded as per Annexure R/11. It was on the basis of said proceedings that Annexure P/16 show cause notice was issued to the Petitioner, which was replied by them as per Annexure P/17 disputing the actual date of blacklisting and as to the pendency of the proceedings before the Allahabad High Court challenging the order of blacklisting and the FIR. The explanation offered by the Petitioner was found not satisfactory and a finding was rendered to the effect that there was clear suppression of material facts, which led to termination of the agreement, forfeiting the EMD/Security Deposit and also ordering blacklisting vide Annexure P/18 dated 01.12.2020. This being the position, the proceedings pursued by the Respondent-Municipal Corporation are well based on the materials collected, which hence cannot be said as arbitrary or malafide in any manner.

8. It is the case of the Respondent-Municipal Corporation, that granting of interim stay of further proceedings pursuant to the order impugned, by the Allahabad High Court in respect of blacklisting and registration of the FIR does not have any relevance or significance with regard to suppression of material facts for identifying the successful bidder by the Respondent-Municipal Corporation. It is also pointed out that the Agra Municipal Corporation had blacklisted as many as four

Contractors including the Petitioner on 27.05.2020 as borne out by Annexure R/13. After this, another letter was obtained from the Agra Municipal Corporation vide Annexure R/14 dated 01.12.2020 to the effect that, the date of blacklisting of the Petitioner ordered on '27.05.2020' was virtually caused to be corrected at the instance of the Petitioner by using 'fluid' to make it appear as if it were of '27.06.2020'. It was after considering all the relevant facts that the proceedings were finalized by issuing Annexure P/18 ordering blacklisting on 01.12.2020. According to the learned counsel, the instance of cancellation of the agreement, forfeiture of EMD/Security Deposit; simultaneously, blacklisting of the Petitioner vide Annexure P/18 dated 01.12.2020 was because of the fraud practised by the Petitioner. Fraud vitiates everything and no natural justice can be read into the instance covered by fraud. Reliance is placed on **State of Haryana and Others v. Northern Indian Glass Industries Limited** reported in **(2015) 15 SCC 588** cited in this regard.

9. As per the verdict passed by the Apex Court in **Gorkha Security Services** (supra) (paragraph-22), the learned counsel submits that, even if the proposal to blacklist is not specifically stated in the show cause notice, it can be inferred from the contents and this being the position, no interference is warranted in respect of Annexure P/18 as well. **Ram Chandra Singh v. Savitri Devi and Others** reported in **(2003) 8 SCC 319** is cited, where 'fraud' is explained and to point out that suppression also amounts to fraud. Rejection of the bid for suppression is sought to be justified with reference to the verdict passed by the Apex Court in **Silppi Constructions Contractors v. Union of India and Another** reported in **2019 SCC Online SC 1133** where rejection of the bid for suppressing the adverse remark by the bidder was upheld. Reference is also made to **State of Madhya Pradesh and Another v. U.P. State Bridge**

Corporation Limited and Another reported in **2020 SCC Online SC 1001** to contend that scope of judicial review in contractual matters is quite limited.

10. The Petitioner was admittedly identified as the successful bidder pursuant to the tender floated by the Respondent-Municipal Corporation, based on the input data provided by the Petitioner as to his credentials and this includes the 'undertaking' given on 15.06.2020. It has been brought on record from the certified copies of the proceedings issued by the Agra Municipal Corporation that the Petitioner was blacklisted by them as per order dated '**27.05.2020**' and that a criminal case was registered for various offences in relation to embezzlement of money. Of course, there is some dispute from the part of the Petitioner that the actual date of blacklisting is '27.06.2020' and not '27.05.2020'. The factual position was ascertained by the Respondent-Municipal Corporation from the Agra Municipal Corporation, who made it clear that, the blacklisting was ordered by them on '27.05.2020' and that the date was wrongly manipulated/corrected by the Petitioner by using 'fluid' in the relevant proceedings. The factual data was put to the Petitioner by the Respondent-Municipal Corporation vide Annexure P/16 show cause notice and it was after considering the explanation offered by the Petitioner vide Annexure P/17, that the proceedings were finalized as per Annexure P/18, cancelling the agreement and forfeiting the EMD/Security Deposit. Insofar this part is concerned, the proceedings have been pursued by the Respondent-Municipal Corporation quite in accordance with law and also in conformity with the provisions of the natural justice.

11. The question is to whether the order of interim stay passed by the Allahabad High Court in the writ petition challenging the order of

blacklisting ordered by the Agra Municipal Corporation is having any relevance in the given context ?

12. The challenge raised before the Allahabad High Court with regard to the order of blacklisting may or may not come to be answered in favour of the Petitioner. Even if it is answered in favour of the Petitioner, it can be to the effect that the blacklisting was bad. But here the question is something different i.e. whether the factum of blacklisting was pointed out by the Petitioner while participating in the tender or whether any element of suppression was there on his side ? Insofar as the order of blacklisting was passed on '27.05.2020' as asserted by the Agra Municipal Corporation through the certified copies of the documents (the proceedings filed by the Petitioner are not stated as certified copies, as put-forth by the learned counsel for the Respondent-Municipal Corporation) and the 'undertaking' was filed by the Petitioner on 15.06.2020 stating that he was not blacklisted by any entities, it amounts to suppression of a material fact. This is more so, since by stipulating such a Clause, the Respondent-Municipal Corporation has intended not to have any blacklisted person to participate in the race. By virtue of the interim order passed by the Allahabad High Court, the further proceedings pursuant to blacklisting by the Agra Municipal Corporation stand stayed; but the order of blacklisting the Petitioner will remain, till it is set aside by the Court/Competent Forum. If the Petitioner was actually blacklisted on the date of submission of the undertaking, it was quite obligatory for the Petitioner to have stated it, with liberty to add that, it had already been stayed by the Court in appropriate proceedings. The effect of the said proceedings would have been subjected to scrutiny by the Respondent-Municipal Corporation before proceeding with further steps for execution of the agreement and to issue the work order; which course was

tampered with at the instance of the Petitioner. The point to be considered by this Court is as to the correctness and sustainability of the 'decision making process' and not the 'decision', in view of the settled position of law.

13. In view of the discussions made above, the only possible conclusion is that there was clear suppression of material fact from the part of the Petitioner when the 'undertaking' was given on 15.06.2020 as to the blacklisting ordered by the Agra Municipal Corporation and as such, it was quite within the power and authority of the Respondent-Municipal Corporation to have cancelled the agreement in terms of Clause 20 of the Agreement with further consequences, as ordered. If the Petitioner is aggrieved in any manner with regard to the forfeiture of the EMD/Security Deposit or as to the dispute with reference to the date of blacklisting, it is a matter which has to be considered and decided on the basis of further evidence, which cannot be done in the proceedings under Article 226 of the Constitution of India. Hence, the challenge raised in this regard stands repelled.

14. However, with regard to the blacklisting ordered by the Respondent-Municipal Corporation as per Annexure P/18, it is relevant to note that absolutely no such proposal is mentioned in Annexure P/16 show cause notice, which in fact is only with regard to cancellation of the agreement and termination of the contract. The observation made by the Apex Court in **Gorkha Security Services** (supra) that though the blacklisting is not specifically mentioned, it can be inferred in the circumstance and the observation made therein does not support the Respondent-Municipal Corporation as the proposal to infer the same is not substantiated. On the other hand, specific declaration of law made by

the Apex Court as per the said judgment and the other case law cited is to the effect that, blacklisting of a bidder is of serious consequences, which virtually prevents the party from participating in any further bids and this will cast a stigma in respect of the deals with contracts as well. In the said circumstance, it was quite obligatory for the Respondent-Municipal Corporation to have issued a specific notice as to why the Petitioner shall not be blacklisted, giving an opportunity of hearing to explain.

15. During the course of hearing, Smt. Fouzia Mirza, the leaned counsel representing the Respondent-Municipal Corporation submitted that, if the process of blacklisting of the Petitioner is found to be defective in any manner, the Respondent-Municipal Corporation is ready to issue a separate notice in this regard and shall consider the question of blacklisting afresh.

16. For the reasons mentioned above, we hold that the 'blacklisting' of the Petitioner as per Annexure P/18, having not given any opportunity of hearing in this regard, is bad and not sustainable. The challenge raised against the Annexure P/16 show cause notice and Annexure P/18 order cancelling the agreement stands repelled, whereas the challenge raised against Annexure P/18 with regard to the 'blacklisting' ordered against the Petitioner stands interdicted. This is with liberty to the Respondent-Municipal Corporation to pursue further steps for 'blacklisting', if thought fit, by issuing a proper notice and calling for explanation, if any, in this regard.

17. All the writ petitions are disposed off accordingly.

Sd/-
(P. R. Ramachandra Menon)
Chief Justice

Sd/-
(Parth Prateem Sahu)
Judge