

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF MAY, 2022

BEFORE

THE HON'BLE MR.JUSTICE S.G.PANDIT

WRIT PETITION NO.39350/2019 (GM-TEN)

BETWEEN:

M/S. CREST FACILITY MANAGEMENT
NO.6A, RAMABAI AMBEDKAR ROAD
NEAR SOURABH HALL
BEHIND PUNE RAILWAY STATION
PUNE-411001.

REGIONAL OFFICE AT:
DBS HOUSE, 26
CUNNINGHAM ROAD
BANGALORE-560052.

REP. BY ITS PROPRIETOR
MR. MAHESH KHANDELWAL.

...PETITIONER

(BY SMT. ANJANA C.H., ADV.-ABSENT)

AND:

1. UNION OF INDIA
MINISTRY OF RAILWAY
REP. BY ITS SECRETARY
NEW DELHI-110001.
2. DIVISIONAL RAILWAY MANAGER (COMMERCIAL)
SOUTH WESTERN RAILWAY
BENGALURU DIVISION
BENGALURU-560023.

3. SENIOR DIVISIONAL COMMERCIAL MANAGER
SOUTH WESTERN RAILWAY
BENGALURU DIVISION
BENGALURU-560023.

...RESPONDENTS

(BY SRI ABHINAY Y.T., ADV.)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE COMMUNICATION DATED 05.04.2019 ISSUED BY THE R3 VIDE ANNEX-G, BY WHICH THE PETITIONER WAS DEBARRED.

THIS PETITION COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP THIS DAY, THE COURT MADE THE FOLLOWING:-

ORDER

There is no representation for the petitioner.

Learned counsel Sri.Abhinay Y.T. for respondents present. Perused the writ petition papers.

2. On perusal of the writ petition papers, it is seen that the petitioner is before this Court questioning the correctness and legality of communication/Annexure-G bearing No.B/C.79/CS-39/KJM & BNC/GMU/CFM/2019 dated 05.04.2019, whereby the petitioner was debarred from

participating in any Catering contracts of the Indian Railways.

3. The respondent-Railways invited tenders for Housekeeping, Catering and Loading Unloading support services and the petitioner was one of the successful tenderers in pursuance of the tender notice dated 31.07.2018 in so far as catering services is concerned. Even though the petitioner's tender was accepted, on the ground that tenderer/petitioner failed to execute the work, the petitioner was debarred under the impugned letter dated 05.04.2019 vide Annexure-G. A perusal of Annexure-G impugned letter dated 05.04.2019 would not indicate issuance of any notice before debarring the petitioner from participating in any of the contracts of the Indian Railways.

4. Sri.Abhinay Y.T., learned counsel for the Railways fairly submits that no notice was issued to the petitioner prior to communication dated 05.04.2019 (Annexure-G).

5. Blacklisting or debarring of a Contractor from participating in any contract would result in civil consequence. In that, a person against whom debarment or blacklisting is passed, he would not be in a position to participate in any of the contracts and his right to life would be affected. When an action of the authorities would result in civil consequences, a prior notice indicating the reason for blacklisting or debarment shall be communicated and on receiving the reply, such blacklisting or debarment order shall be passed. In the instant case, since there was no notice before debarring or blacklisting the petitioner from participating in catering service of the respondent-Railways, I deem it appropriate to quash Annexure-G dated 05.04.2019, with liberty to the respondent to take appropriate action, after affording an opportunity to the petitioner. Hence, the following order:

6. Annexure-G/communication bearing No.B/C.79/CS-39 & 41/KJM & BNC/GMU/CFM/2019 dated 05.04.2019 is quashed.

7. The respondent-Railway authorities are at liberty to take action against the petitioner, after affording an opportunity to the petitioner, in accordance with law.

With the above, the writ petition stands disposed of.

**Sd/-
JUDGE**

mpk/-*
CT:bms