IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.14053 of 2020

In the matter of an application under Articles 226 and 227 of the Constitution of India.

M/s. Ram Kumar Agrawal Engineers Pvt. Ltd. .... ***Petitioner***

-versus-

State of Odisha and Ors. .... ***Opposite Parties.***

Advocates appeared in the case through Hybrid Mode**:**

For Petitioner : *Mr. Jashobanta Dash, Sr. Adv. along with Mr. Prabodh Ch. Nayak, Adv.*

For Opposite Parties. : *Mr. Tarun Pattnaik, ASC*

CORAM:

DR. JUSTICE B.R. SARANGI
MR. JUSTICE S.K. PANIGRAHI

DATE OF HEARING:-09.02.2022
DATE OF JUDGMENT: -04.03.2022

S.K. Panigrahi, J.

1. In this writ petition, the petitioner has assailed the order dated 02.06.2020 wherein the Opposite Party No.3-Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar has directed the Executive Engineer to initiate appropriate action as per Appendix XXXIV of OPWD Code pertaining to blacklisting of the petitioner.

2. Shorn of unnecessary details, the facts of the case in brief, are that a public tender was invited by the opposite party No.3- Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar for various roads and bridges in terms of an item rate tender. Since the petitioner has wealth of experience in executing several construction and related works, on the

basis of such varied experience, it participated in the tender process and got selected. An agreement was signed between the petitioner and the opposite party No.6- Executive Engineer, Rural Works Division, Patnagarh, District- Bolangir on 26.02.2014 for the construction of H.L. Bridge over River Suktel on Tamla-Mudassir Road in the district of Bolangir under “Biju Setu Yojana.” An estimated cost of Rs.6,99,97,278/- was provided with a stipulated date of completion of work fixed for 25.02.2016. The said work was completed before time and as per the drawing and design supplied by the department, and the said work was measured and the final bill was also cleared by the department.

3. On 26.02.2020, after the expiry of about four and half years from handing over the bridge for the purpose of transportation by public, some horizontal cracks appeared to have developed. The petitioner intimated such facts to the authority stating that there are some horizontal cracks developed in the S-4 grider between the soffit and outer webs. In addition, there were also some inclined cracks.

4. In the meantime, the opposite party No.3 requested the Government to consider and allow the Executive Engineer to take up the work of dismantling and related construction would be undertaken by the petitioner after diversion of the traffic. He further informed that such diversion of traffic, dismantling and related construction would be done by the petitioner at his own cost. In anticipation of the approval, the Executive Engineer instructed the petitioner to go ahead with

preparation of preliminary arrangement to take up the work. Though the petitioner took up the dismantling work of the said span without having any permission of the authority and without taking any precaution to ensure safety of the labourers by making any arrangement for centering and shuttering prior to dismantling of the slab, which led to collapse of the distressed slab on 29.04.2020 causing death of two persons on the spot, apart from causing injuries sustained by other persons. Bridges are, without a doubt, one of the marvels of engineering but any imperfection in the structure or compromise on the quality of the construction material turn into tragedy like the present one which becomes the triggering point of punitive action like blacklisting of the petitioner.

5. Learned Senior Counsel appearing for the petitioner vehemently submitted that the action on the part of the opposite parties in blacklisting his client for all times to come is arbitrary and contrary to the "doctrine of proportionality". It is submitted that the entire exercise of blacklisting the petitioner by the opposite party No.3- Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar commencing from the letter dated 02.06.2020 followed by show cause notice dated 09.06.2020 and the ultimate order dated 20.07.2021 issued by the opposite party No.7-Chief Engineer (Buildings & Bridges) Rural Works, Odisha, Bhubaneswar in banning the petitioner from participating or bidding for any work to be undertaken by the Government of Odisha and also banning from transacting business with Government of Odisha either directly in the name of proprietary bidder or indirectly under

different name and title. In the whole process, the principle of natural justice was given a complete go buy jeopardizing his right to put forth his case properly before taking a death knell like step called blacklisting.

6. He further submitted that the authority has not followed the due procedures as prescribed under the OPWD Code. The Divisional Officer shall report to the Chief Engineer if in his opinion any wrong has been committed by any contractor. On receipt of such report from the Divisional Officer, the Chief Engineer shall make due enquiry and if considered necessary, issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of receipt of the show cause notice. Thereafter, if the Chief Engineer is satisfied that there is sufficient ground, he shall blacklist the concerned contractor with the approval of the Administrative Department. After issue of the order of blacklisting of the said contractor the Chief Engineer shall intimate to all Chief Engineers of other Administrative Departments, the Registering Authority as provided under Rule 4 of PWD Contractor's Registration Rules, 1967 and Department of Information and Technology for publication in website of State Government. The Code has not been followed in letter and spirit, hence, black listing of the petitioner is unsustainable.

7. Learned Senior Counsel for the petitioner further stated that unfortunately during fixing the staging to support the slab, one slab i.e. span S-4 collapsed for which such unfortunate incident was occurred and one criminal case was

registered vide G.R. Case No.321 of 2020 arising out of Larambha P.S. Case No.48 dated 29.04.2020 pending in the court of the learned S.D.J.M., Patnagarh which is under investigation. As such, initiation of further proceeding under the provision of Appendix XXXIV of OPWD Code is not permissible. He further submitted that the petitioner is an old contractor and completed more than 100 numbers of major bridges and road works and part of the development work. The allegation regarding substandard work made against the petitioner is baseless and factually incorrect.

8. He contended that the petitioner filed show cause reply with objection to the jurisdiction of the opposite party No.6 in issuing show cause notice along with other 18 grounds. In the meantime, the contract license of the petitioner was renewed up to 31.03.2024 and the petitioner was permitted to participate in various tenders though qualified in some of them and disqualified in some other. The opposite party No.6, without disposing of the show cause reply even after one year, recommended to the opposite party No.3 for blacklisting the petitioner under Appendix XXXIV of OPWD Code.

9. He questioned the procedures followed in the instant case stating that once exercise of blacklisting had been initiated by the highest authority i.e. opposite party No.3-Engineer-in-Chief, Rural Works, Odisha, it has clearly undermined the independent exercise of power by the lower authority, which reflects unequivocally in the instant case. The opposite party No.3-Engineer-in-Chief, Rural Works, Odisha on 02.06.2020 directed to opposite party No.6-

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Executive Engineer, Rural Works Division, Patnagarh to initiate the blacklisting proceeding and the said opposite party No.6 on 09.06.2020 issued show cause notice and the impugned blacklisting order was passed by opposite party NO.7 on 20.07.2021. As per the OPWD Code, Appendix – XXXIV, the Chief Engineer-opposite party No.7 neither made enquiry nor issued show cause notice to the petitioner, hence, this is a classic case of violation of codal provision. The settled law on the issue is that if a statute has conferred a power to do an act and has laid down method in which that power has to be exercised in the same manner which has been prescribed, it cannot be otherwise than the said procedure. The apex Court has succinctly summarized this principle in ***Babu Verghese and others Vs. Bar Council of Keral and others***[1] and ***State of Uttar Pradesh Vs. Singhara Singh & others***[2].

10. While underlining the aforesaid principle, he further submitted that if the initial action is not in consonance with law, subsequent proceeding could not sanctify the same. In such a fact situation, the legal maxim *sublato fundamento cadit opus* is squarely applicable, meaning thereby, in case a foundation is removed, the superstructure falls. Reliance was placed on the Apex Court's Judgment in ***Chairman-cum-Managing Director, Coal India Ltd and others Vs. Ananta Saha and others***[3]

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[1] (1999) 3 SCC 422
[2] AIR 1964 SC 358
[3] (2011) 5 SCC 142

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11. He further submitted that in the said blacklisting order dated 20.07.2021, there was complete absence of reference of the previous order and same was passed in violation of the procedure under Appendix XXXIV of OPWD Code. The authority cannot take two contradictory decisions based on the same cause of action. Further, once the blacklisting order is superseded by another order dated 16.05.2020, the authority cannot reopen and initiate *de-novo* proceeding again for self-same cause of action against the same party arising out of same contract. As such, the action and procedures adopted by the authority is completely illegal, arbitrary and requires interference of this Court by way of judicial review of the impugned decision as it hits at the roots of Articles 14, 19(1)(g) of the Constitution of India. In the instant case, the authority has taken such action 3rd time blacklisting the petitioner based on the same cause of action which smacks arbitrariness and unreasonableness. More importantly, the order of blacklisting did not specify the ban period and the authority cannot blacklist for an indefinite duration, which amounts to civil death of the petitioner-agency. The apex Court has, time and again, deprecated such practice.

12. Learned Senior Counsel placed reliance on the apex Court's judgments in ***M/s Erusian Equipment & Chemicals Ltd. vs. State of West Bengal & Anr.,*[4] *UMC Technologies private Ltd vs. Food Corporation of India*[5]** *and* ***Gorkha Security Services vs Govt. (NCT of Delhi) & Ors*[6]** wherein it

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[4] 1975(1) SCC 70
[5] 2021(2) SCC 551
[6] 2014(9) SCC 105

is clearly held that the activity of the government has a public element and, therefore, there should be fairness and equality. Similar sentiments have also been echoed in ***TELSA Transformers Ltd. vs Odisha Power Transmission Corporation Ltd***[7]***.***

13. Per contra, learned Additional Standing Counsel for the State submitted that the designed life of the bridge was more than 100 years. But the poor-quality construction leading to prematurely-deteriorating the bridge in question developed cracks and deflection due to execution of substandard work in span S4 just after completion of 4 and ½ years of its construction. Under this circumstance, show cause was issued to the petitioner vide letter dated 09.06.2020 by the opposite party No.6- Executive Engineer, Rural Works Division, Patnagarh. In response to the same, the present petitioner had filed reply on 01.07.2020 stating therein that (i) the Appendix XXXIV of the OPWD Code cannot be invoked by two authorities and twice for selfsame cause of action; (ii) the Department cannot claim substandard work i.e. after completion of maintenance period and handing over bridge to the Department on expiry of maintenance period, particularly more than 4 years of completion; (iii) since the project was handed over on 07.09.2015 and opened for public transportation and number of large heavy loaded vehicles transported beyond permissible strength, hence, horizontal cracks occurred. However, the petitioner had agreed to rectify and restore the work, even after expiry of maintenance period,

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[7] 2016 SCC Online Ori 304

though the petitioner was not under the terms and agreement. These grounds fail to fortify the petitioner's case, since the bridge reportedly devolved cracks just after four and half years of completion, when notable bridges in the State have withstood all transportation pressure for decades.

14. He further submitted that Members of the Inspection Committee constituting the Senior Consultants and Experts in Bridge Sector, viz., Dr. V.K. Raina, Mr.A.K. Basa and Mr. B.B. Padhi were contacted for visiting the aforesaid construction site. Dr. Raina had given his consent to visit the site on 1st of March, 2020. Accordingly, he inspected the bridge site on 01.03.2020 and 02.03.2020 and submitted his inspection report. The crux of the said report reads as follows:

> "Xx xx xx xx xx xx
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> ***3.*** *During the extensive and detailed inspection, it was observed that while same superstructure dead-load and the traversing live load acted in each span, the super structure in the culprit span (span: S4) showed a very unacceptable structural distress (multiple and wide shear cracks) in the webs with some shear cracks even 6 mm. wide, very poor and porous concrete in the Deck above and in the vicinity of the Bearings as well as along the junction of the webs and soffit slab. Some of the vertical reinforcement bars in the high transverse shear zone were standing out naked and exposed, parts of which were not even covered by cement mortar of the concrete mix. Upon light hammering and breaking open the plaster in distressed portion of the culprit span, the unacceptable porous and very poor nature of concrete is clearly visible. The plaster was meat to hide the bad concrete.*
>
> ***4.*** *This indicates poor workmanship and defective construction. In fact the porous and poor concrete shows itself at a number of*

locations along the length of the junction between soffit slab and webs which has been hidden by subsequent plastering.

5. *Somewhat similar plastered poor concrete clearly shows along the junction of the soffit and webs in the superstructure of the other spans too, but fortunately the workmanship there does not seem to be as bad as in the culprit Deck of Span S4.*

6. *In the culprit span, clearly the soffit slab has almost not acted as a contiguous part of the full deck cross section. In consequence, at many locations, the soffit slab has not been contributed to the section strength against the transverse shear.*

7. *Being simply supported, the portion of the reinforced concrete deck section below neutral axis falls in tension. The soffit slab being almost non-contiguous with the rest of the section, the actual section really taking transverse shear is therefore much reduced. This <u>reduced section</u> that is actually withstanding the transverse shear, is therefore, unable to take the shear tolerably. This has resulted in dangerous shear distress, culminating the clearly visible classical inclined shear cracks in the high shear zones. The shear cracks, accentuated by the live load, have clearly occurred almost when the bridge was put to service 4.5 years ago. These cracks should have been noticed in the 2-year defects liability period itself.*

8. *<u>A distressed structure can speak about its distress only through the "language of cracks". In the present case, this language overwhelmingly speaks through these very dangerous shear cracks.</u>*

9. *Shear distress can result in sudden collapse because shear is not associated with any 'redistribution' – unlike flexure.*

10. *The zones that have cracked in classical shear, are (as they should be) close to the supports where shear is high. Flexure there being low, Mohr's principle planes of rupture, split by principle tensile stress, must therefore*

be inclined at about 45 degrees. Where shear is high and flexure is low as in the present case (2 THETA being 90 degrees, THETA= 45 degrees).

11. *The attached 22 colored photographs clearly show the details of the above-mentioned distresses in the deck of the culprit span.*

xx xx xx"

15. Learned Additional Standing Counsel for the State further submitted that the opposite party No.3 had never passed the second order of blacklisting. The letter dated 02.06.2020 issued by the opposite party No.3 is a departmental communication and a part of the enquiry which was issued following due procedures and completely in adherence to Appendix XXXIV of the OPWD Code Volume II. He further contended that the report of Dr. V.K.Raina, Senior Consultant and Expert in Bridge Sector shows that the petitioner executed substandard work. As per the said report, the porous and poor concrete can be seen at number of locations along with the length of the junction between soffit slab and webs which has been hidden by plastering. On the basis of report submitted by Dr. V.K. Raina, Senior Consultant and Expert in Bridge Sector before the opposite party No.3 on 04.03.2020, the petitioner was instructed to go ahead only for preliminary arrangement for dismantling work and make diversion road vide letter No.908 dated 29.02.2020 by the Executive Engineer, Rural Works Division, Patnagarh.

16. He stated that the opposite party No.5-Superintending Engineer, Rural Works Circle, Bolangir made site inspection on 12.03.2020 and instructed the petitioner not to go ahead with any work as centering materials for precautionary measure were not collected. He further contended that office

order No.10004 dated 16.05.2020 issued by the Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar clearly indicates that the petitioner has been debarred from participating in any new tender until further orders. The office order dated 16.05.2020 supersedes the office order No.9834 dated 14.05.2020 issued earlier. Therefore, the averment made by the petitioner regarding issuance of second blacklisting order is erroneous.

17. Order dated 02.06.2020 of the opposite party No.3 is just a part of the enquiry report which was issued in adherence to Appendix XXXIV of the OPWD Code Volume II. Since the quality of work undertaken by the petitioner was very poor and structure was in distressed condition, which led to collapse of distressed Slab S-4 on 29.04.2020 resulting in death of two innocent persons on the spot apart from injuries sustained by other persons, for which, such punitive action was imminent which can not be said to be arbitrary. In fact, blacklisting is a part of the action in the hands of the employer who sends a clear message which is loud and clear that such a person is prevented from entering into any legal relationship with the department/employer for the purposes of gain. There is no question of any malignant hate or revenge against the present petitioner at the behest of the opposite parties but a tool for disciplining the errant contractors.

18. The Counsel for the State further relied on ***Patel Engineering Limited -vs. Union of India and Another***[8]

[8] 2012(11) SCC 257

wherein it has been held that in many commercial decisions, personal hearing of the affected party is not mandatory to be preceded before every decision. In cases of this nature where the petitioner has forgotten his responsibilities as a contractor while executing the work in a lackadaisical fashion, the Government as an employer of contract has taken appropriate steps to arrest any future mishap endangering the lives and property of the State.

19. Heard the parties. The right to enter into a contract forms an essential part of private laws which enables an individual or partners or company to enter into a contract that governs the business relations. It also allows the parties to fix the terms and conditions of the contract. Similarly, Article 298 of the Constitution of India, empowers the Government to enter into a contract for trade or business and frames laws that give effect to such contracts. It allows the executive to frame laws governing such Government contracts. In the past, the Government has often used its power under Article 298 of the Constitution of India for allocating tenders via public-private partnerships to different companies. No employer would normally severe legal relationship unless so compelled by circumstances as it also involves its reputation. That apart, the power to blacklist a contractor, whether it is a contract for supply of material or equipment or for the execution of any other work whatsoever, is in our opinion inherent in the party allotting the contract. In fact, 'blacklisting' simply signifies a business decision by which the party affected by the breach decides not to enter into any contractual relationship with the

party committing the breach. Between two private parties the right to take any such decision is absolute and untrammelled by any constraints whatsoever. But, in the instant case, the employer is Government and the importance of procedural fairness cannot be undermined. Backlisting has been explained in Random House Dictionary, English Language (Unabridged edition), p. 154:

> *“Blacklist means a list of persons under suspicion, disfavor, censure; a list privately engaged among employers containing the names of persons to be debarred from employment because of untrustworthiness or for holding opinions considered undesirable; a list drawn up by a labour union containing the name of employees to be boycotted for unfair labour practices”*

It is true that blacklisting affects the reputation of a person put on the blacklist, it is not limited to his dealings with the Government but also in dealings with private firms and amounts to affecting his business prospects. A blacklist order leads to civil consequences. Such an order must not be passed by any authority without affording due opportunity of being heard to the person likely to be affected by such an order.

20. In other jurisdictions like in USA and UK, the legal position governing blacklisting of suppliers is no different. In USA, instead of using the expression 'Blacklisting', the term "debarring" is used by the Statutes and the Courts. The Federal Government considers 'suspension and debarment' as a powerful tool for protecting taxpayer resources and maintaining integrity of the processes for federal acquisitions.

Comprehensive guidelines are, therefore, issued by the Government for protecting public interest from those contractors and recipients who are non-responsible, lack business integrity or engage in dishonest or illegal conduct or are otherwise unable to perform satisfactorily.

21. It is an undenying fact that the authority must act in fairness while putting a person in the blacklist. The principles of natural justice are attracted in case a person is to be deprived of entering into business relationship, particularly so when such a person has reasonable expectation of making a gainful contract with the Government. The Government or instrumentalities of State are under a constitutional obligation not to discriminate. They owe a duty towards citizens to act fairly, without fear or favour. If the State unfairly puts a party on blacklist, it will amount to denial of an equal opportunity of being able to compete with his adversaries. Blacklisting any person would mean deprivation of an equal opportunity of competing with others. Thus, where valuable rights are sought to be taken away by the Government in depriving of a person dealing with it, the writ Courts cannot act as mere spectator and shall intervene to do justice to the aggrieved party. Another aspect of putting a party on blacklist is the stigma attached with it, besides depriving him of rightful gains which he would have made from the contract had he not been put on blacklist. A situation may arise when the party put on blacklist from executing the contracts in hand. In such a case, it not only puts a stigma on the contractor but also affects his civil rights. Further, plethora of judgments of the apex Court

and High Courts have unequivocally resonated and reminded the employers that blacklisting the contractor cannot be for an indefinite period. The order by which a contractor is blacklisted must mention the period for which he is put on the blacklist because blacklisting cannot debar a party forever as a registered contractor.

22. Reliance may be placed on ***Ms. Ponniah & Co. vs Superintending Engineer***[9]**.** The Hon'ble Supreme Court in ***VET India Pharamaceuticals Limited Vs. State of Uttar Pradesh & Another***[10] has observed that an order of blacklisting operates to the prejudice of a commercial person not only "*in praesenti*", but also puts a taint, which attaches far beyond and may well spell the death knell of the organization/institution for all times to come described as a civil death. Such observations of the apex Court fairly describe the effect of the impugned order on the petitioner. It has been argued on behalf of the State that the principles of natural justice have been fully complied with, as a show cause notice was issued to the writ petitioner and therefore an opportunity could be said to have been given to the petitioner to put forward its case before the final decision was taken. However, we need to address ourselves on the doctrine of proportionality as also the contents of the show cause notice. It is also well settled that the High Court, while exercising power of judicial review, would be reluctant to substitute its

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[9] AIR 2006 NOC 1515 (Mad)

[10] (2021) 1 SCC 804

own opinion on the quantum of penalty or punishment imposed. However, if the High Court finds the punishment as imposed shockingly disproportionate the interference with the same would be warranted even if it is a contractual dispute.

23. Although the "Doctrine of Proportionality" has been dealt with as a part of the Wednesbury's principle, the Courts have adopted a different position when it comes to the judicial intervention in terms of judicial review. It has been held that the principle entails the reasonableness test with a heightened scrutiny. In other words, to apply this doctrine, not only the decisions have to be within the limits of reasonableness, but only, there has to be a balance between the advantage and disadvantage in the outcome that has been achieved through the administrative action. Therefore, the extent of judicial review is more intense and greater on account of "proportionality" test than the 'reasonableness' test. Further, the apex Court, while applying the rule of proportionality, will think about the public and individual interest in the matter which is not done while applying the Wednesbury's principle of unreasonableness. *In* ***Gohil Vishvaraj Hanubhai and Ors. v. State of Gujarat and Ors***[11] it is held in paragraphs 24 to 27 thus:

> *"24. The next question is whether the impugned decision could be sustained judged in the light of the principles of 'Wednesbury unreasonableness'. In the language of Lord Diplock, the principle is that "a decision which is so outrageous in its defiance of logic or of accepted moral standards that no sensible*

[11](2017)13 SCC 621

person who had applied his mind to the question to be decided could have arrived at it". Having regard to the nature of the allegations and the prima facie proof indicating the possibility of occurrence of large scale tampering with the examination process which led to the impugned action, it cannot be said that the impugned action of the respondent is "so outrageous in its defiance of logic" or "moral standards". Therefore, the 2nd submission of the appellant is also required to be rejected.

25. We are left with the 3rd question – whether the magnitude of the impugned action is so disproportionate to the mischief sought to be addressed by the respondents that the cancellation of the entire examination process affecting lakhs of candidates cannot be justified on the basis of doctrine of proportionality.

26. The doctrine of proportionality, its origin and its application both in the context of legislative and administrative action was considered in some detail by this Court in Om Kumar & Others v. Union of India, (2001) 2 SCC 386.

This Court drew a distinction between administrative action which affects fundamental freedoms[10] under Articles 19(1) and 21 and administrative action which is violative of Article 14 of the Constitution of India. This Court held that in the context of the violation of fundamental freedoms;

> *"54. ….. the proportionality of administrative action affecting the freedoms under Article 19(1) or Article 21 has been tested by the courts as a primary reviewing authority and not on the basis of Wednesbury principles. It may be that the courts did not call this proportionality but it really was.*

This Court, thereafter took note of the fact that the Supreme Court of Israel recognised proportionality as a separate ground in administrative law to be different from unreasonableness.

27. It is nobody's case before us that the impugned action is violative of any of the fundamental freedoms of the appellants. We are called upon to examine the proportionality of the administrative action only on the ground of violation of Article 14. It is therefore necessary to examine the principles laid down by this Court in this regard.

Xx xx xx xx"

24. It is also well settled that even though the right of the writ petitioner is in the nature of a contractual right, the manner, the method and the motive behind the decision of the authority whether or not to enter into a contract is subject to judicial review on the touchstone of fairness, relevance, natural justice, non-discrimination, equality and proportionality. All these considerations that go to determine whether the action is sustainable in law have been sanctified by judicial pronouncements of the Supreme Court and this Court which are of seminal importance in a system that is committed to the rule of law. A fair hearing to the party being blacklisted thus becomes an essential pre-condition for a proper exercise of the power and a valid order of blacklisting. In addition, the State has to examine the principle of proportionality while examining the instant case since the blacklisting period is not specified.

25. Thus, having regard to the aforesaid discussion, we have reached to the conclusion that the decision of the State to blacklist the petitioner has been done in a hush hush manner without giving a proper hearing. Further, the application of the doctrine of proportionality has not been kept in mind in proper perspective while awarding a punitive measure like

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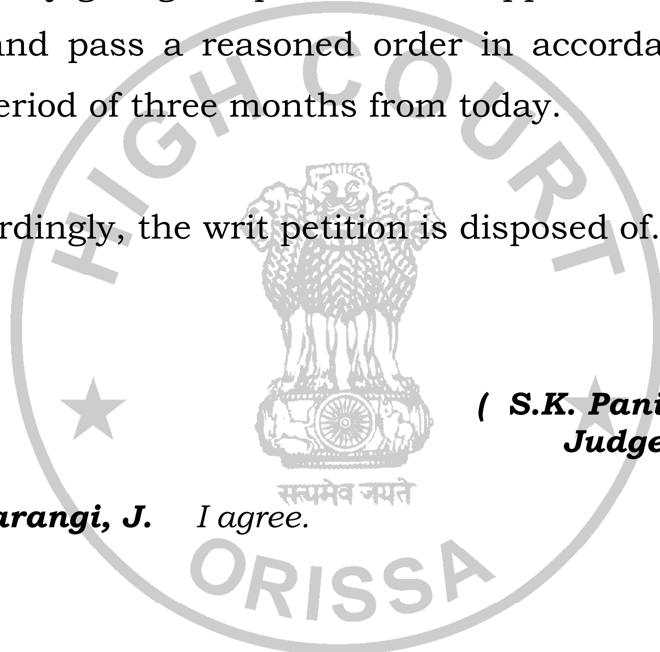
blacklisting without a period specified in the impugned order. In addition, there seems to be violation of codal procedures, in so far as procedural formalities are concerned. In the result, this writ petition succeeds to the extent that the impugned order of blacklisting the petitioner deserves a revisiting by the State authority.

26. In the light of the above discussion, the opposite party No. 3 is directed to re-examine the entire issue in proper perspective by giving the petitioner an opportunity to put forth his case and pass a reasoned order in accordance with law within a period of three months from today.

27. Accordingly, the writ petition is disposed of.



(S.K. Panigrahi)
Judge

Dr. B.R. Sarangi, J. *I agree.*

(Dr. B.R. Sarangi)
Judge

Orissa High Court, Cuttack,
Dated the 4th March, 2022/B. Jhankar