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WP-47314-2025

IN THE HIGH COURT OF MADHYA PRADESH
AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE VISHAL MISHRA

ON THE 18th OF FEBRUARY, 2026WRIT PETITION No. 47314 of 2025*M/S RELIABLE MOVERS**Versus**UNION OF INDIA AND OTHERS*

.....
Appearance:

*Shri Atul Choudhari - Advocate for petitioner.**Shri Arnav Tiwari - Advocate for respondents No.2 and 3.*

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WITH

WRIT PETITION No. 47665 of 2025*M/S RELIABLE MOVERS THROUGH AVINASH**Versus**UNION OF INDIA AND OTHERS*

.....
Appearance:

*Shri Atul Choudhari - Advocate for petitioner.**Shri Arnav Tiwari - Advocate for respondents No.2 and 3.*

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ORDER

This common order shall govern disposal of the aforesaid writ petitions, as the facts involved herein are similar. For the sake of convenience and in order to effectively address the issue involved herein, the facts relevant for adjudication are being culled out and taken from WP No. 47314 of 2025.

2. The petition being WP No. 47314 of 2025 is filed seeking the



following reliefs :

(i) To issue a writ of certiorari by quashing the contract termination notice/termination order dated 12.11.2025 (Annexure P/1) issued by respondent No.3 in the interest of justice.

(ii) To issue a writ of mandamus directing the respondents No.1 and 2 to produce the entire record of M/s Reliable Movers Infinity Firm regarding Contract No.GEMC-511687706244541 so that it can be ascertained that when the blacklisting order was served on the petitioner in the interest of justice.

(iii) Any other order which may deem fit may kindly be granted.

3. Challenge is made to the order dated 12.11.2025 (Annexure P/1) passed by respondent No.3 terminating the contracts awarded to the petitioner on the ground that he was blacklisted when the bid was submitted by him.

4. Briefly stated, the facts of the case are that the petitioner is doing business in the individual capacity as a proprietorship firm in the name of Reliable Movers. The petitioner firm is a sole proprietorship firm having registration certificate with Government of India, Ministry of Micro Small and Medium Enterprises. Earlier the petitioner was a partner of Reliable Movers Infinity. The petitioner was having 80% share-holding in the said partnership. There was a forgery played by other partner who tried to take over the entire business of the petitioner due to which the entire business came to halt and one Avinash Shrivastava and other partner of the firm to whom contract was awarded by the Railways on 03.01.2024 and due to non-performance of contract, the contract awarded to M/s Reliable Movers Infinity by the respondents was terminated and the firm was blacklisted including the proprietor of the firm in their individual capacity vide blacklisting order dated 12.09.2025. The same was communicated to the



petitioner on 16.09.2025. It is a case of the petitioner that on the date of submission of bid in the present matter, the order of blacklisting was not in the knowledge of petitioner firm as the same was not served on the petitioner firm. It is submitted that the order of blacklisting dated 12.09.2025 was challenged by filing a writ petition being WP No. 44163 of 2025 (Avinash Shrivastava vs Union of India) which was disposed of by the Division Bench of this Court placing reliance upon the judgment of Hon'ble Supreme Court in Gorkha Security Services vs Government (NCT of Delhi) reported in (2014) 9 SCC 105 and has quashed the order of blacklisting; however, liberty is granted to the respondents to initiate appropriate proceedings in accordance with law.

5. It is argued that once the order of blacklisting has been quashed by the Division Bench of this Court in WP No. 44163 of 2025 vide order dated 19.11.2025 then the grounds considered by the respondent-authority while passing the impugned order of termination are not available any more. Even otherwise, the order of blacklisting with respect to partnership firm could not be applied to a work contract in a proprietorship firm. Thereafter, prayer is made to quash the impugned order.

6. On notice being issued, reply has been filed by the respondents No.1 to 3 raising a preliminary objection regarding maintainability on the ground that as these are contractual matters arising from the contract entered into between the parties, the petition under Article 226 of the Constitution of India is not maintainable. The remedy is elsewhere. It is contended that the termination order is based on misrepresentation on the part of the petitioner.



The petitioner has submitted declaration at the time of bid submission on the GeM portal stating that he was not blacklisted/debarred. However, the debarment order existed against M/s Reliable Movers Infinity dated 12.09.2025 wherein the petitioner himself was a partner having 80% shareholding in the said partnership and in the individual capacity, he was also debarred. The order was communicated vide registered e-mail on 12.09.2025 i.e. one day before the bid closing date i.e. 13.09.2025. Therefore, the declaration by the petitioner was found to be virtually incorrect which amounts to misrepresentation. Hence, the impugned order passed by the authorities terminating the contract and debarring the petitioner is just and proper. Prior to issuance of the termination/debarment order, the notice was issued to the petitioner and after fulfilling the requirements for passing of termination/debarment order, the order impugned has been passed by the authorities. He has relied upon the judgment passed by the Hon'ble Supreme Court in the case of Tata Motors Limited vs Brihan Mumbai Electric Supply & Transport Undertaking (BEST) reported in 2023 SCC OnLine SC 671 and has submitted that the courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. On these grounds, he has prayed for dismissal of the writ petition.

7. Heard learned counsels of the parties and perused the record.

8. The sole question which crops up for consideration is whether termination of the contract of the petitioner in the facts and circumstances of the case vide impugned order passed by the respondents-authorities, is valid or not ?



9. It is an admitted position that earlier the petitioner was a partner in proprietorship firm and the firm was operated in the name of M/s Reliable Movers Infinity. The contracts were awarded by the Railways. Due to non-compliance of the same, the contracts were terminated and the firm was blacklisted, even the partners of the firm were blacklisted in their individual capacity. Thereafter, the petitioner in the capacity of M/s Reliable Movers Infinity has applied for obtaining contract to the respondent-authority. The said contract was awarded to the petitioner by the Railways on 13.09.2025 and the agreement was entered into between the parties. Thereafter, termination order has been passed on 12.11.2025 on the ground that the petitioner has misrepresented and has not given a declaration with respect to blacklisting with regard to M/s Reliable Movers Infinity wherein he was also a partner. It is a specific case of the petitioner that the debarment order dated 12.09.2025 was not communicated to the petitioner at the time of submitting the bid documents. The second argument is that the blacklisting order was assailed before this Court by filing a writ petition being WP No. 44163 of 2025 and the Division Bench of this Court vide order dated 19.11.2025 has quashed the blacklisting order; therefore, the ground on the basis of which the termination order was passed does not sustain any more and was not available to the respondent-authority for terminating the contracts. It is argued that in view of the liberty granted by the Division Bench of this Court, no further action was taken by the respondents.

10. A specific question was raised to the respondents' counsel that what action they have taken against the petitioner after passing of the order by the



Division Bench of this Court, to which he has fairly submitted that the reply submitted by them is silent about the same. Further, the argument raised before this Court that this Court is having limited jurisdiction to deal with the contracts matter is not available to the respondents for the reason that the basis on which the impugned order of termination has been passed was not available to the respondents once the order of blacklisting was quashed by the Division Bench of this Court vide order dated 19.11.2025. Therefore, this Court has a jurisdiction to entertain the writ petition as the fundamental rights of the petitioner are being violated. The termination order has been passed on the grounds which are not available to the respondents.

11. Under these circumstances, the impugned order dated 12.11.2025 (Annexure P/1) is unsustainable. The same is hereby quashed. The respondents are directed to permit the petitioner to carry out the contracts which were awarded on 13.09.2025.

12. In above terms, the petitions stand allowed and disposed of finally. No order as to costs.

(VISHAL MISHRA)
JUDGE