(2026:JHHC:9725-DB)

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P. (C) No. 2253 of 2026

M/s. Arohi Elevators Pvt. Ltd., Ashok Kunj, Ashok Nagar, No. 3, P.O. & P.S. Argora, District - Ranchi through its Director Bajrang Bahadur Singh, aged about 60 years, son of Late Surya Bhan Singh, resident of C-1670, Okhala Industrial Area Phase-I, P.O. & P.S. Okhala Industrial Estate, District - South Delhi.

…. …. Petitioner

Versus

1. The Steel Authority of India Ltd., a Company registered under Companies Act, 1956 through its Chairman- cum-Managing Director, having its office Ispat Bhawan, Lodhi Road, P.O. & P.S. Delhi Lodhi Road, New Delhi.
2. Bokaro Steel Plant through its Managing Director, having its office at Bokaro Steel City, P.O. & P.S. Bokaro Steel City, District Bokaro, Jharkhand.
3. The Chief General Manager (Mechanical Maintenance), Bokaro Steel Plant, having its office at Bokaro Steel City, P.O. & P.S. Bokaro Steel City, District Bokaro, Jharkhand.
4. The General Manager (Contract Cell), SAIL, Bokaro Steel Plant, having its office at Bokaro Steel City, P.O. & P.S. Bokaro Steel City, District Bokaro, Jharkhand.
5. The Assistant Manager (L&A), Bokaro Steel Plant, having its office at Bokaro Steel City, P.O. & P.S. Bokaro Steel City, District Bokaro, Jharkhand

…. …. Respondents

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner	:	Mr Rahul Kumar, Advocate
For the Respondents	:	Mr Indrajit Sinha, Advocate
		Mr Ankit Vishal, Advocate

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02 /Dated: 07.04.2026

1. Heard the learned counsel for the parties.

2. The petitioner challenges the order dated 24.02.2026, by which the Steel Authority of India Limited (SAIL) has banned future business dealings with the petitioner for a period of two years, starting from 03.10.2025 and ending on 02.10.2027.

3. Mr Rahul Kumar, learned counsel for the petitioner, submits that the impugned order is non-speaking and demonstrates a complete lack of consideration. He contends that even the petitioner's response to the show cause

notice has not been properly considered. He argues that issuing non-speaking orders or those which fail to consider the cause shown by the petitioner violates the principles of natural justice and fair play and, therefore, must be regarded as void. On these grounds, Mr Rahul Kumar submits that the impugned order dated 24.02.2026 should be quashed.

4. Mr Indrajit Sinha, learned counsel for SAIL, submits that the charge against the petitioner was non-compliance with the provisions of the Payment of Wages Act and denial of execution of any further work orders. He pointed out that no less than two show-cause notices were issued to the petitioner, and after due consideration of the petitioner's response, the impugned order was made. Mr Sinha submitted that the petitioner's response did not deny the allegations; on the contrary, the petitioner expressed an inability to comply with the provisions of the Payment of Wages Act. He made particular reference to the petitioner's e-mail dated 16th August 2025, in which the petitioner requested the foreclosure of the contract and even offered to continue services until SAIL made alternate arrangements to terminate the contract.

5. Accordingly, Mr Sinha submitted that there was no failure of natural justice and the impugned order was entirely consistent with the contractual terms and the petitioner's request.

6. The rival contentions now fall for our determination.

7. The record shows that the petitioner was engaged by SAIL under a comprehensive maintenance contract for three Goods-cum-passengers' lifts outside the Bokaro Steel Plant on a STE basis.

8. Upon realising that the petitioner was not complying with the provisions of the Payment of Wages Act, even though the work orders had clearly stipulated such compliance, a notice was issued to the petitioner, proposing the banning of

future business dealings. The petitioner, by communication dated 16th August 2025, wrote to SAIL that their wage payment system is in sync with the labour laws and the company's policy. The CLC's BSL requirement may not align with the petitioner's established norms. Therefore, the petitioner expressed an inability to modify the whole wage payment system for a single contract. By this communication, the petitioner also requested foreclosure of the contract but agreed to continue with their services until SAIL makes alternative arrangements or terminates the contract.

9. The contents of the e-mail dated 16th August 2025 addressed by the petitioner to the SAIL are transcribed below for the convenience of reference: -

> *"Arohi Elevators arohielevators@gmail.com Sat, Aug 16, 2025 at 11:24.*
> *To: MTB Eqpt Inspn mtbbsl123@gmail.com*
> *Cc: MAHESHKUMAR LAL <mk.lal@sail.in>, KRISHNA RAY@sail.in, manoranjan jha@sail.in*
> *Dear Sir,*
> *Our wage payment system is in sync with labour laws and company's policy. The CLC requirement of BSL may not be in line with our established norms. We express our inability to modify the whole wage payment system for a single contract.*
> *Hence we would request you to foreclose the contract. We agree to continue our services till you make alternate arrangements or terminate the contract.*
> *[Quoted text hidden)*
> *Regards"*

10. Despite the above response, in which the petitioner requested foreclosure of the contract after expressing inability to modify its wage payment system, no less than two show-cause notices were issued to the petitioner regarding the ban on future business dealings.

11. In the response furnished to the show cause notices, the petitioner nowhere denied non-compliance or non-adherence but sought to raise the issue of delayed payments by SAIL and other such issues. However, what is important is the fact that there was no denial about the non-adherence to the requirements of the Payment of Wages Act and disinclination to comply with such statutory

provisions on the ground that the petitioner was unwilling "*to modify the whole wage payment system for a single contract*".

12. Therefore, considering the materials on record, including the response to flatly comply with even the statutory provisions, we do not think that there was any failure of natural justice, non-application of mind or even unfairness on the part of SAIL, issuing the impugned order, banning the petitioner from future business dealings for a period of two years.

13. The claim that the impugned order is non-speaking is quite misconceived. The reason for the ban is clearly outlined in the impugned order, supported by the email and response to the show cause notices sent by the petitioner. The impugned order was made after giving the petitioner due opportunity for rectification and after careful consideration of their response.

14. Accordingly, we are satisfied that there is no illegality, procedural impropriety, or unfairness involved in the decision-making process leading to the issuance of the impugned order. This petition is, accordingly, meritless and dismissed without any order for costs.

15. Let a copy of this order be sent to the Payment of Wages Authority at Bokaro / Dhanbad, so that the Authority can inquire into the payment structure being offered by the petitioner to its workmen.

16. The Registry to do the needful.

(M.S. Sonak, C.J.)

(Rajesh Shankar, J.)

April 07, 2026
Ranjeet / R.Kr.
NAFR
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