

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.4044 of 2026
With
I.A. Nos.8100 & 7809 of 2026

M/s. Bajrang Pallavi JV Ground Floor, through its partner and
authorized signatory Badri Prasad Bhagat

..... Petitioner.

-Versus-

Union of India and Ors.

..... Respondents.

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

For the Petitioner : Mr. Rajiv Ranjan, Sr. Advocate

Mr. Vibhor Mayank, Advocate

For the Respondents: Mr. Prashant Pallav, A.S.G.I.

Order No.03

Date: 18.06.2026

1. I.A. No.8100 of 2026 seeks leave to amend the writ petition given the subsequent development arising due to the issuance of letter dated 17th June, 2026 for encashment/forfeiture of the bank guarantee furnished by the petitioner. Since, the main petition is yet to be admitted and this is indeed a subsequent development, we grant leave to amend the writ petition.
2. Amendment to be carried out on or before the next date.
3. I.A. No.7809 of 2026 seeks interim order staying operation of the impugned letter dated 1st June, 2026. The reason for filing this I.A. is that the respondents, based upon the letter dated 1st June, 2026, by further letter dated 17th June, 2026 are seeking to invoke and encash the bank guarantee furnished by the petitioner.
4. Though, we see no necessity to stay the letter dated 1st June, 2026 until the replies from the respondents are received or at least the respondents clarify whether the communication dated

1st June, 2026 amounts to a show-cause notice or the same constitutes a final order, we think that until further orders, petitioner's bank guarantee should not be encashed.

5. This is more so because the writ petition was taken up on 17th June, 2026 and at the request of the learned A.S.G.I we had posted the matter on 23rd June, 2026 to enable the learned A.S.G.I. to apprise this Court as to whether the impugned communication dated 1st June, 2026 amounts to a show-cause notice or whether the same constitutes a final order for forfeiture of the bid security and banning of business dealings for a period of two years. Since, we had adjourned the matter to a short date, we had not even heard Mr. Rajiv Ranjan, learned Senior Advocate appearing on behalf of the petitioner in details for any prayer seeking interim relief.
6. Learned A.S.G.I., on instructions, stated that the bank guarantee has not yet been encashed and, therefore, it is only proper that all concerned, including the Union Bank of India, Kanke Branch, Kanke, Ranchi should not act on the letter dated 17th June, 2026 with the matter of encashment of the bank guarantee amount until further orders.
7. Both the I.As. are disposed of in the above terms. No costs.

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

(Rajesh Shankar, J.)

18th June, 2026
Sanjay/Rohit
Uploaded on 18.06.2026