

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 6403/2026

M/s Karuna Enterprises, Through Its Proprietor, Office At A-164,
Jawahar Nagar Near Bhagat Singh Circle, Bharatpur Rajasthan
321001.

-----Petitioner

Versus

1. State Of Rajasthan, Through Director/ Secretary, Local Self- Government (Lsg) Department, Government Secretariat, Jaipur, Rajasthan.
2. Deputy Director (Regional), Local Self Government, Bharatpur, Rajasthan.
3. Executive Officer (Eo), Office Of The Municipal Board Sarmathura, District- Dholpur.

-----Respondents

For Petitioner(s)	:	Mr. Manoj Kumar Avasthi
For Respondent(s)	:	

HON'BLE MR. JUSTICE SAMEER JAIN

Judgment

09/04/2026

Being aggrieved by the impugned order dated 22.03.2026 issued by respondent No.3, whereby the procurement contract, dated 07.11.2025 was canceled and not only that he was debarred for the period of one year but also his security money was forfeited.

Learned counsel for petitioner has submitted that without following principles of natural justice, the contract has been terminated, securities are forfeited and the petitioner has been debarred for a period of one year by the respondent organization. It is further submitted that the said action has been done in the

backdrop of newspaper article and not on factual considerations. It is further submitted that as for provisions of RTPP Act, relying upon Sections 26 and 14, cancellation of the procurement process was without carrying out any procedure, mandatory statutory provisions defined i.e. the petitioner was to be given a termination notice and the same caused prejudice to the petitioner.

In the light of the same, it is submitted that the order is bad, perverse and arbitrary. It is further submitted that by the petitioner's repetitive communications in reply to notice, he has verified his version that the considerations made on the basis of newsletter are not trustworthy and misleading.

Heard and analysed the matter.

The impugned order dated 22.03.2026 issued by respondent No.3 has noted that on 07.11.2025, the work order was issued by the *Palika* for carrying out maintenance, sanitation and cleaning and picking up of waste from the public streets and places. It is noted that on account of breach in the contract and non-performance, notices dated 04.12.2025, 06.03.2026, 09.03.2026 and 10.03.2026 were issued for restoring the cleanliness services and ensuring that sanitation, cleanliness is maintained in the areas covered under the tender.

It is further noted that in spite of repeated notices, no satisfactory performance was carried out, by the petitioner. The concerned Collector and the competent authority taking note of the same on various newspapers and on the report given by the Inspector Cleanliness, has given last notice on 13.03.2026, which was left sans any response by the petitioner.

On account of the same, it is noted in the impugned order that public works, wherein time is essence and the work so allotted is to be done without any delay, was not carried out; resultant to which, the order forfeiting the security, debarring and termination was passed.

The contents as given by learned counsel for the petitioner that every notice was replied, but on perusal, it reflects that after serving of notice, he has cured the defects and made out cleanliness at the specified areas. In other words, he has admitted his negligence. In the instant matter, it is also noted that ample opportunities were given by way of notices; the same were admitted/responded by way of replies; considering that the matter is contractual in nature and the same cannot be interfered by writ Court; petitioner has remedy elsewhere as he is free to take action in accordance with law, this Court is not inclined to entertain the instant matter.

Accordingly, the present petition is dismissed. Pending applications, if any, stand disposed.

(SAMEER JAIN),J