

IN THE HIGH COURT AT CALCUTTA
(Constitutional Writ Jurisdiction)
APPELLATE SIDE

Present:

The Hon'ble Justice Krishna Rao

W.P.A. No. 17733 of 2025

Amal Biswas

Vs.

The State of West Bengal & Ors.

Mr. Anirban Ray, Sr. Adv.

Mr. Anujit Mukherjee

Mr. Sourav Chatterjee

Mr. Subham Saha

....For the petitioner.

Mr. Partha Chakraborty

Mr. Arghya Chatterjee

....For the State.

Hearing Concluded On : 19.06.2026

Judgment Delivered On : 10.07.2026

Judgment Uploaded On : 10.07.2026

Krishna Rao, J.:

1. The petitioner has filed the present writ petition challenging the order of termination of the contract of the petitioner being Memo No. 1515 dated 28th July, 2025. The petitioner is the sole proprietor of “URJA INFRA”. The respondent no.5 published a tender for “Kotalpara Kshusiganj Road from 0.00 Kmp to 7.90 Kmp - River side embankment protection and strengthening work – under Hooghly Construction Division in District of Hooghly during the year 2022-2023”. The petitioner has participated in the said tender process. The bid of the petitioner was duly accepted by the respondent no.2 and on 28th February, 2024, a Letter of Acceptance was issued to the petitioner.
2. During the commencement of the work, in the month of August 2024, the heavy rain caused flood resulting into stagnation of water at the work place. The respondent no.6 by a letter dated 3rd September, 2024, called upon the petitioner to rectify damages caused due to heavy rain and stagnation of water. The petitioner started repair of damaged work and was communicated to the respondent no. 6 by a letter dated 5th September, 2024.
3. By a letter dated 10th September, 2024, the respondent no.4 requested one M. Amarnatha Reddy, Professor at IIT Kharagpur to conduct a technical audit of the work being undertaken by the petitioner. On 18th September, 2024, the locale faced floods not only due to heavy rain but primarily due to sudden release of water by Damodar Valley

Corporation (hereinafter referred to as “DVC”), thereby causing devastating damages to the road constructed by the petitioner. The State has taken the decision for release of water by the DVC and no prior intimation was given to the petitioner. The loss and damage to the construction undertaken by the petitioner was such that it was not possible to the petitioner to repair or re-execute the work. The petitioner by a letter dated 27th September, 2024, informed the respondent no.6 of such situation along with photographs showing the water stagnation causing damage to the road. The petitioner submitted bills claiming for excess payment in nature of compensation towards damages incurred.

4. The Chief Engineer & Director, Road and Building Research Institute, PW (Roads) Directorate forwarded the test report of the DBM to the respondent no.6 on 3rd October, 2024, recording that “*Test Result is within acceptable limit*”. On 6th November, 2024, a meeting was held at the work site in presence of the respondent no.6 wherein it was assured the payments against the work done by the petitioner would be considered and released but no payment was released. The petitioner has sent a letter dated 19th November, 2024, requesting for release of payment and for extension of time to complete work subject to payment of bills. The respondents have neither release payment nor extended the time to complete the work, the petitioner has sent a legal notice to the respondents on 3rd December, 2024.

- 5.** Mr. Anirban Ray, Learned Senior Advocate representing the petitioner submits that on 9th December, 2024, the respondent no.6 issued a Memorandum directing the petitioner to rectify the damages to the constructed road by granting suo moto extension of time till 28th February, 2025. The petitioner by a letter dated 18th December, 2024, informed the respondents that the damages were caused due to the natural calamity and thus the petitioner is not liable for the same. By a communication dated 30th December, 2024, the respondent no.6 rejected the claim of the petitioner for compensation. By a letter dated 3rd January, 2025, the respondent no.6 informed to the petitioner that their proposal for constructing paver block was not acceptable and directed the petitioner to complete repair work as outlined in the communication dated 16th December, 2024.
- 6.** Mr. Ray submits that a meeting was held on 27th January, 2025, in presence of the officials of the respondents and the petitioner, wherein the respondent authorities have admitted to the loss and damage to the road due to heavy rain and flood. E-file had been initiated for obtaining necessary concurrence for foreclosure of the existing contract with no defect liability period in terms of the tender agreement. It is also recorded that the petitioner has executed the work as per specifications and outstanding amount would be released at the earliest subject to certain formal measurements.
- 7.** Mr. Ray submits that the respondent no.6 with the utter disregard to the decision dated 27th January, 2025, issued a letter on 2nd June,

2025, by extending the time for completion of work till 6th September, 2025. Thereafter, by a letter dated 3rd June, 2025, the petitioner informed the respondents that the extension granted by the respondents is defective as the extension was granted only after three months from the date of expiry of the last extension and without taking into consideration the Minutes of Meeting dated 27th January, 2025, which is binding upon both the parties.

8. On 13th June, 2025, the respondent no.6 issued a show cause notice to the petitioner and the petitioner has submitted reply to the show cause notice on 18th June, 2025. On 2nd July, 2025, the respondent no.6 imposed penalty upon the petitioner in terms of Clause 2 of the agreement. On 8th July, 2025, the petitioner has submitted reply to the penalty imposed upon the petitioner and requested the respondents to withdraw the penalty. The petitioner only to settle the issue informed to the respondents that the proposed commencement of work for rectification will be done subject to schedule of rates being reasonably assessed at the current rate. Without considering the Minutes of the Meeting and the proposal made by the petitioner, the respondents have issued show cause notice to the petitioner on 11th July, 2025 and the petitioner has submitted reply to the said show cause notice on 21st July, 2025, intimating all the facts.

9. Being aggrieved with the act of the respondent authorities, the petitioner has preferred a writ petition before this Court being WPA No. 16831 of 2025 and on receipt of the copy of the writ petition, the

respondent no.6 has issued memo dated 28th July, 2025 and terminated and rescinded the contract and also issued notice to the petitioner for forfeiture of Earnest Money Deposit and Security Deposit.

10. Mr. Ray submits that on the same day, the petitioner has received a letter from the respondent no.5, who is a higher authority than the respondent no.6 informing the petitioner that if the petitioner resumes and completes the work, the penalty imposed under Clause 2 may be considered. He submits that the letter issued by the respondent no.6 is completely contrary to the letter issued by the respondent no.5. The petitioner also received a memo dated 28th July, 2025, issued by the respondent no.5 to the respondent no.6 permitting the respondent no.6 to take action for termination of the contract.
11. Mr. Ray has relied upon the judgement in the case of ***Subodh Kumar Singh Rathore Vs. Chief Executive Officer and Others*** reported in ***(2024) 15 SCC 461*** and submits that it is the duty of the courts to interfere in contractual matters that have fallen prey to an arbitrary action of the authorities in the guise of technical faults, policy change or public interest, etc.
12. Mr. Ray has further relied upon the judgment in the case of ***Unitech Limited and Others Vs. Telangana State Industrial Infrastructure Corporation (TSIIC) and Others*** reported in ***(2021) 16 SCC 35*** and submits that the jurisdiction under Article 226 is a valuable

constitutional safeguard against an arbitrary exercise of State power or a misuse of authority.

13. Mr. Ray has further relied upon the judgement in the case of ***Kailash Nath Associates Vs. Delhi Development Authority and Anr.*** reported in **(2015) 4 SCC 136** and submits that the principle of law is that where, by agreement, time is made of the essence of the contract, it cannot be waived by a unilateral act of a party and unless there is a consensus ad idem between the parties and a new date is agreed to, merely because a party to a contract agrees to consider time being extended for the opposite party to complete the contract, but ultimately refuses to accord concurrence would not mean that the party has by conduct waived the date originally agreed as being of the essence of the contract.

14. Mr. Partha Chakraborty, Learned Advocate representing the respondents submits that due to non-continuance with the construction work of the road by the petitioner includes the maintenance thereof, the road has been severely damaged and general public of the said area submitted a mass representation to the respondent authorities with the request for urgent repair of the damaged road. On receipt of mass representation, the respondent authorities requested the petitioner for taking necessary steps for urgent repair of the said road. He submits that the authorities have also issued reminders to the petitioner for repair of the road but the petitioner failed to do so.

- 15.** Mr. Chakraborty submits that by a letter dated 5th September, 2024, the petitioner informed the respondents that the petitioner has already started taking steps for repair of the damaged road with the consultation with the Assistant Engineer and as per the direction of the respondent authorities. He submits that inspite of communication, the petitioner failed to repair the damaged road. Thus, the respondents have no other alternative but to issue show cause notices to the petitioner for completion of the work. He submits that even after receipt of show cause notice, the petitioner failed to take any steps for repairing of the road and proper work for concerned river side embankment protection and strengthening of the road.
- 16.** Mr. Chakraborty submits that being dissatisfied with the act of the petitioner for not commencing the work inspite of several reminders followed by the show cause notices, the respondents have issued show cause notices under Clause-II of the tender condition and non-compliance of the show cause notice by the petitioner, the respondents have issued notice under Clause-III of the tender conditions.
- 17.** Mr. Chakraborty submits that as the petitioner failed to repair the road inspite of several opportunities, accordingly tender of the petitioner was terminated. The respondents taking into consideration of the betterment of livelihood of the people at large of the said area, the road needed to be restored in an useable condition and for that purpose the respondents have already floated fresh tender.

- 18.** On 28th February, 2024, Letter of Acceptance-cum-Work Order was issued to the petitioner for construction of Kotalpara Kshusiganj Road from 0.00 Kmp to 7.90 Kmp – River side Embankment Protection and strengthening work - under the Hooghly Construction Division in District of Hooghly during the year 2022-2023. The time for completion of the said work was 9 months. The petitioner has commenced the work as per work order. During execution of work, due to heavy rain and stagnation of water in the month of August, 2024 and September, 2024, the work undertaken by the petitioner caused grave damages. As the contract work period of the petitioner was in existence, the respondents have directed the petitioner to rectify the damages and the petitioner commenced repair of the damaged work.
- 19.** In the meantime on 18th September, 2024, the locale faced floods not only due to rain but primarily due to sudden release of Water by the Damodar Valley Corporation due to which the road constructed by the petitioner also got damaged.
- 20.** The respondents have obtained technical audit report from Mr. M. Amarnatha Reddy, Professor of IIT, Kharagpur and on 3rd October, 2024, a report on the conducting test of Bitumen Content of DBM, Gradation of DBM, in connection with the work for construction of Kotalpara Khusiganj Road from 0.00 Kmp to 7.90 Kmp – Riverside Embankment Protection and Strengthening work, under the Hooghly Construction Division in the District of Hooghly during the year 2023-2024 is submitted wherein the *“Test result is within acceptable limit as*

per TABLE 500-13 OF MORTH". From the report, it is clear that the road constructed by the petitioner with respect to the contract awarded to him is in accordance with the specifications and there are no fault of the petitioner for use of any degrades materials.

- 21.** On 19th November, 2024, the petitioner made a request to the respondent authorities for release of payment and for extension of time as the time for completion of work was going to be expired on 29th November, 2024. On 9th December, 2024, the respondent no.6 directed the petitioner to rectify the damages and granted extension till 28th February, 2024. On 27th January, 2025, a meeting was held in presence of the respondent authorities and the same was recorded in the Minutes of Meeting which reads as follows:

**"Minutes of Meeting held on 27/01/2025 at 12:00 PM
in the office of the Engineer-in Chief & Ex-officio
Secretary, Public Works Department 8th Floor,
Nabanna, Howrah on present condition of
Kotalpara Khusiganj Road from 0.00 Kmp to 7.90
Kmp – River Side Embankment and strengthening work**

The meeting has been presided over by the Engineer-in-Chief, PWD. The list of officers and members present is separately enclosed.

Name of Work - Kotalpara Khusiganj Road from 0.00 Kmp to 7.90 Kmp – River Side Embankment Protection and Strengthening work

Tender No :- 33/Hooghly Construction Division/SEWC-II/PWD of 2023-24

Administrative Approval No:- GO2324011172PD dated 06-12-2023 (CP – 1 to 3)

Administrative Approval Amount:-
Rs248039931.00

Estimated Amount put to Tender:-

Rs233070148.00

Tendered Amount:- Rs256260628.00**Contractual Rate:-** 9/95% Above**Work Order No.:** 371 dated 28.02.2024 of the
Superintending Engineer, Western Circle No-II. PWD
(CP 4 to 5)**Date of Commencement:-** 29/02/2024**Schedule of completion:-** 29/11/2024**Name of Agency:-** URJA INFRA, Khidirpur, Post
Office Chhabaghati, District Murshidabad, Pin
742201, West Bengal**Brief History of the work:-**

The Assistant Engineer, Hooghly Construction, Sub-Division – II, PWD, who was present from the beginning of the project work, has informed that the entrusted agency completed the following works before the monsoon:-

- Upto to 75 mm Dense Bituminous Macadam – I (DBM-I) layer from Chainage 0.000 km to 5.360 km, 5.500 Km to 6.620 Km and Ch. 7.290 Km to 7.900 km
- Up to Wet Mix Macadam (WMM) from Chainage 5.360 km to 5.500 km and 6.620 km to 7.290 km

Assistant Engineer has also stated that the different layers of the road crust were executed as per the work specifications.

High rainfall and discharge in the Damodar River led to flood-like situations in the first week of August 2024. Water levels rose to 500-800 mm below the road crust in many stretches, causing depressions. The executed DBM layer from 3.570 Km to 4.270 Km was totally damaged thereafter. The Chief Engineer, West Zone, PWD has sent a proposal for Technical Audit to the Professor

Amarnath Reddy, IIT Kharagpore on 10/09/2024, Again devastating flood was occurred in between September 17-22, 2024. Floodwaters from the Damodar River, situated on the left side of the road, suddenly overflowed and inundated the road in certain stretches. As a result, seepage through embankments caused settlements and depressions at hard crust levels and pavement surfaces. Embankment settlements occurred at various locations due to piping action. Professor Amarnath Reddy, IIT Kharagpur, visited the site on 18 October 2024, Professor Amarnath Reddy, IIT Kharagpur, has submitted a scope of work on 05/12/2024 for evaluation of on-going road construction which is under consideration of the department,

The quality of the executed work is currently under review by the Road and Building Research Institute.

Present Condition :-

The road has been severely damaged due to flooding and the subsequent passage of a large number of heavily loaded commercial vehicles over the damaged road. Approximately 1.5 Km of the road remain in good condition, while the remaining portion is in a dilapidated state. Public agitation is escalating daily.

View of Agency :-

The agency, URJA INFRA, has been directed to rectify the work; however, they have stated that it would be very difficult for them to undertake such repair work.

Decision :-

*An E file has been initiated for obtaining necessary concurrence for fore closer of the existing contract with no Defect Liability Period (DLP) under Clause 3B of the tender agreement 2911(ii) vide File No. **PWD-25/8/2025-DIR(PWD)-Dept. of PWD (Computer No. 1110493)**. According to the report from the working wing, the work completed so far has been executed in accordance with the work specifications, and measurements have been recorded in the Measurement Book (MB). Payment has also been made, except for the full rate of*

Dense Bituminous Macadam (DBM) and payment for a certain quantity of earthwork carried out, which are pending due to post-level measurement and subsequent calculations.

However, the Road and Building Research Institute will cross-check the work and submit a report at the earliest.

The concerned Executive Engineer has been directed to make necessary preparation for the immediate repair of the road by inviting a fresh Notice Inviting e-Tender (NIeT) under the Non-Plan Head, subsequent to the decision to close the present tender.”

- 22.** As per the said Minutes of Meeting, the respondents have already moved proposal for foreclosure of the existing contract with no defect liabilities and for inviting a fresh Notice Inviting e-Tender. The respondent authorities after the period of five months from the decision taken in the meeting issued a notice to the petitioner on 2nd June, 2025, by *suo moto* extension of time up to 6th September, 2025, for immediate rectification of work executed by the petitioner.
- 23.** Now the question whether after taking a decision for foreclosure of the work awarded to the petitioner and initiation of fresh tender, the respondents can *suo moto* extend the time for rectification of the work executed by the petitioner.
- 24.** Before the meeting held on 27th January, 2025, the Chief Engineer (HQ) by a letter dated 24th January, 2025, requested the Chief Engineer and Director, Road and Building Research Institute to carry out thorough inspection of the work and requested to submit report. On 3rd April,

2025, the Research Officer and the Chief Engineer, Road and Building Research Institute submitted report wherein it is concluded that *“Distress noticed during inspection may be co-related with prolonged water stagnation (if any), Slope stability and seepage analysis, which are beyond the present scope of work of R & BRI”*.

25. In the letter dated 2nd June, 2025, the respondents have not stated about the decision taken by the authorities in the meeting held on 27th January, 2025. The respondent authorities have filed report as well as affidavit-in-opposition to the writ petition but the authorities have not explained with regard to the Minutes of Meeting dated 27th January, 2025. In the meeting, the authorities have admitted that the road has been severely damaged due to flooding and the subsequent passage of a large number of heavily loaded vehicles over the damaged road. The experts have also submitted test report wherein it is stated that the test result is within the acceptable limit as per table 500-13 of MORTH.
26. The respondents have relied upon the mass representation submitted by the resident of the said area with respect to damage road but the said mass representation is of the month of August, 2024. In the meeting dated 27th January, 2025, the public agitation is also taken into consideration.
27. In the case of ***Kailash Nath Associates (supra)*** the Hon’ble Supreme Court held that:

28. It is not the case of the respondent authorities that the Minutes of the Meeting is not concluded one or the said decision is taken without any authority or the decision dated 27th January, 2025, is withdrawn. The meeting was attended by the following officials:

<u>ATTENDANCE SHEET</u>			
Sub: Meeting on Kotalpara - Khushiganj road from 0.00 Kmp to 7.90 Kmp in the district of Hooghly			
Venue : Office of the Engineer-in-Chief & Ex-officio Secretary, Public Works Department, 8th Floor, Nabanna, Howrah			
			Date : 27.01.2025 Time : 12.00 Noon
Sl. No.	Name	Designation	Signature
1.	DILIP KR. BAIJYA	ENC & EO Secy	<i>[Signature]</i>
2.	Amit Kumar Biswas	CE, HO, PW-DE	<i>[Signature]</i> 27.01.25
3.	Pooja Nath	CE / WB / PSD	<i>[Signature]</i> 27.01.25
4.	Anurag Kumar Singh	SE, HC-II, PW	<i>[Signature]</i> 27.01.2025
5.	Sujay Roy Pratikha	EE, Hooghly Const Div, PWD	<i>[Signature]</i> 27.01.25
6.	Anirban Gh	AP / HCD-II / PWD	<i>[Signature]</i> 27.01.25
7.	Anant Biswas	Joint Infra Agency	<i>[Signature]</i> Anant
8.	Anita Nath	JOINT INFRA AGENCY	<i>[Signature]</i> Anita Nath

- 29.** If all the competent officials were present and have taken a decision consciously, thus the authorities after the period of more than five months without any justification cannot suo moto extend the time for rectification of the work.
- 30.** The other aspect in the matter is that on 28th July, 2025, the respondent no.6 has issued the impugned order of termination of contract and forfeited the Earnest Money Deposit and Security Deposit, subsequently the respondent no.5 who is the higher authority *informed* the petitioner if the petitioner took up rectification and complete the work in all aspect, then the penalty which has been imposed may be considered. Again on the same day, the respondent no. 5 informed the respondent no. 6 that the respondent no. 6 may take necessary action in terms of the Clause 3 of 2911 of the agreement. The said communication reveals that before taking decision by the respondent no. 5, the respondent no. 6 has issued the impugned order.
- 31.** As regard to the maintainability of the writ petition in the case of ***Unitech Limited (supra)***, the Hon'ble Supreme Court held that:

“39. A two-Judge Bench of this Court in ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., analysed a long line of precedent of this Court to conclude that writs under Article 226 are maintainable for asserting contractual rights against the State, or its instrumentalities, as defined under Article 12 of the Indian Constitution.

39.1. *Speaking through N. Santosh Hegde, J. the Court held :*

“27. ... the following legal principles emerge as to the maintainability of a writ petition:

(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.

(b) Merely because some disputed questions of fact arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all cases as a matter of rule.

(c) A writ petition involving a consequential relief of monetary claim is also maintainable.”

This exposition has been followed by this Court, and has been adopted by the three-Judge Bench decisions of this Court in State of U.P. v. Sudhir Kumar and Popatrao Vyankatrao Patil v. State of Maharashtra.

39.2. *The decision in ABL International, cautions that the plenary power under Article 226 must be used with circumspection when other remedies have been provided by the contract. But as a statement of principle, the jurisdiction under Article 226 is not excluded in contractual matters.*

39.3. *Article 23.1 of the development agreement in the present case mandates the parties to resolve their disputes through an arbitration. However, the presence of an arbitration clause within a contract between a State instrumentality and a private party has not acted as an absolute bar to availing remedies under Article 226.*

39.4. *If the State instrumentality violates its constitutional mandate under Article 14 to act fairly and reasonably, relief under the plenary powers of Article 226 of the Constitution would lie. This principle was recognised in ABL International.*

“28. However, while entertaining an objection as to the maintainability of a writ petition under Article 226 of the Constitution of

India, the court should bear in mind the fact that the power to issue prerogative writs under Article 226 of the Constitution is plenary in nature and is not limited by any other provisions of the Constitution. The High Court having regard to the facts of the case, has a discretion to entertain or not to entertain a writ petition. The Court has imposed upon itself certain restrictions in the exercise of this power. And this plenary right of the High Court to issue a prerogative writ will not normally be exercised by the Court to the exclusion of other available remedies unless such action of the State or its instrumentality is arbitrary and unreasonable so as to violate the constitutional mandate of Article 14 or for other valid and legitimate reasons, for which the Court thinks it necessary to exercise the said jurisdiction.”

39.5. *Therefore, while exercising its jurisdiction under Article 226, the Court is entitled to enquire into whether the action of the State or its instrumentalities is arbitrary or unfair and in consequence, in violation of Article 14. The jurisdiction under Article 226 is a valuable constitutional safeguard against an arbitrary exercise of State power or a misuse of authority.*

39.6. *In determining as to whether the jurisdiction should be exercised in a contractual dispute, the Court must, undoubtedly eschew, disputed questions of fact which would depend upon an evidentiary determination requiring a trial. But equally, it is well settled that the jurisdiction under Article 226 cannot be ousted only on the basis that the dispute pertains to the contractual arena. This is for the simple reason that the State and its instrumentalities are not exempt from the duty to act fairly merely because in their business dealings they have entered into the realm of contract. Similarly, the presence of an arbitration clause does (sic not) oust the jurisdiction under Article 226 in all cases though, it still needs to be decided from case to case as to whether recourse to a public law remedy can justifiably be invoked.*

39.7. *The jurisdiction under Article 226 was rightly invoked by the Single Judge and the*

Division Bench of the Andhra Pradesh High Court in this case, when the foundational representation of the contract has failed. Tsiic, a State instrumentality, has not just reneged on its contractual obligation, but hoarded the refund of the principal and interest on the consideration that was paid by Unitech over a decade ago. It does not dispute the entitlement of Unitech to the refund of its principal.”

32. In the case of **Subodh Kumar Singh Rathore (supra)**, the Hon’ble Supreme Court held that:

“128. *The sanctity of public tenders lies in their role in upholding the principles of equal opportunity and fairness. Once a contract has come into existence through a valid tendering process, its termination must adhere strictly to the terms of the contract, with the executive powers to be exercised only in exceptional cases by the public authorities and that too in loathe. The courts are duty bound to zealously protect the sanctity of any tender that has been duly conducted and concluded by ensuring that the larger public interest of upholding bindingness of contracts are not sidelined by a capricious or arbitrary exercise of power by the State. It is the duty of the courts to interfere in contractual matters that have fallen prey to an arbitrary action of the authorities in the guise of technical faults, policy change or public interest, etc.*

129. *The sanctity of contracts is a fundamental principle that underpins the stability and predictability of legal and commercial relationships. When public authorities enter into contracts, they create legitimate expectations that the State will honour its obligations. Arbitrary or unreasonable terminations undermine these expectations and erode the trust of private players from the public procurement processes and tenders. Once a contract is entered, there is a legitimate expectation, that the obligations arising from the contract will be honoured and that the rights arising from it will not be arbitrarily divested except for a breach or non-compliance of the terms agreed thereunder. In this regard we may make a*

reference to the decision of this Court in Sivanandan C.T. v. High Court of Kerala wherein it was held that a promise made by a public authority will give rise to a legitimate expectation that it will adhere to its assurances. The relevant portion reads as under:

“18. The basis of the doctrine of legitimate expectation in public law is founded on the principles of fairness and non-arbitrariness in Government dealings with individuals. It recognises that a public authority's promise or past conduct will give rise to a legitimate expectation. The doctrine is premised on the notion that public authorities, while performing their public duties, ought to honour their promises or past practices. The legitimacy of an expectation can be inferred if it is rooted in law, custom, or established procedure.

*

*

*

45. The underlying basis for the application of the doctrine of legitimate expectation has expanded and evolved to include the principles of good administration. Since citizens repose their trust in the State, the actions and policies of the State give rise to legitimate expectations that the State will adhere to its assurance or past practice by acting in a consistent, transparent, and predictable manner. The principles of good administration require that the decisions of public authorities must withstand the test of consistency, transparency, and predictability to avoid being regarded as arbitrary and therefore violative of Article 14.”

- 33.** In the case is hand, the petitioner has challenged the order of termination. It is the specific case of the petitioner that once the respondent authorities have taken a decision in the meeting for foreclosure of the work after considering the whole aspect of the matter and taking into consideration of report that the petitioner is at no fault of the damages occurred to the work executed by the petitioner and after the period of five months without recalling or withdrawing the

decision of the meeting dated 27th January, 2025, the respondent authorities in an arbitrary manner suo moto extended the time and directed the petitioner to rectify the damages. The petitioner has filed the writ petition on the ground of arbitrary act of the respondent authorities.

34. Considering the above, the impugned Memo No. 1515 dated 28th July, 2025, is set aside and quashed.

35. WPA No. 17733 of 2025 is allowed.

Parties shall be entitled to act on the basis of a server copy of the Judgment placed on the official website of the Court.

Urgent Xerox certified photocopies of this judgment, if applied for, be given to the parties upon compliance of the requisite formalities.

(Krishna Rao, J.)