

**HIGH COURT OF JUDICATURE AT ALLAHABAD****WRIT - C No. - 44710 of 2025**

M/S Wizitec Private Limited

.....Petitioner(s)

Versus

State Of Uttar Pradesh And 3 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Narendra Singh
Counsel for Respondent(s)	:	C.S.C.

AFR

Reserved on 18.12.2025

Delivered on 12.01.2026

Court No. - 1**HON'BLE AJIT KUMAR, J.****HON'BLE SWARUPAMA CHATURVEDI, J.****(Per Swarupama Chaturvedi, J.)**

1. Heard Sri Ashwini Kumar Yadav, learned advocate holding brief of Sri Narendra Singh, learned counsel for the petitioner and Sri Mukul Tripathi, learned Standing Counsel for the State respondents.

2. By means of present writ petition filed under Article 226 of the Constitution of India, petitioner seeks issuance of appropriate writs, orders or directions, including a writ in the nature of certiorari for quashing the impugned indefinite blacklisting order bearing Letter No. SSA/J.S.P./12226-34/2025-26 dated 26.11.2025 as well as the letter bearing No. SSA/District Resource Training/9852-60/2025-26 dated 29.09.2025, issued by Respondent No. 4, as the letter expands the scope of work of the petitioner and runs contrary to the Government Order dated 26.07.2024, and further seeks issuance of a writ in the nature of mandamus commanding the respondents, jointly and severally, to forthwith reinstate and restore the contract awarded to the petitioner for supply of 168 ECCE Educators and 40 Technical Instructors in District Shahjahanpur under Bid No.GEM/2025B5794364, to remove the petitioner's name from the blacklist maintained on the GeM portal and from all records of the State of Uttar Pradesh and its authorities, to permit the petitioner to participate in future tenders and continue the existing

contract without reference to the impugned blacklisting order.

3. The petitioner company is engaged in the business of providing manpower and outsourcing services to various government departments, and it challenges certain administrative actions taken by the respondents under the Samagra Shiksha Abhiyan, culminating in the blacklisting order dated 26.11.2025, which does not specify the period for which the petitioner company has been blacklisted.

4. The record indicates that the State Government issued Government Order No. 68-5099/178/2024 (Basic Education) dated 26.07.2024 governing contractual engagements under the Samagra Shiksha Abhiyan. Pursuant thereto, a GeM bid bearing No. GEM/2025/B/5794364 was floated on 11.01.2025 along with the Additional Terms and Conditions. The petitioner participated in the said bid process and was selected for execution of training-related work.

5. In furtherance thereof, Respondent No. 4, vide communication dated 16.06.2025, required the petitioner to publish an advertisement on the Seva Yojna portal for engagement of 168 ECCE Educators. Thereafter, vide communication dated 29.09.2025, Respondent No. 4 called upon the petitioner to prepare a merit-wise list of 504 candidates after verification of their original documents, while also raising certain issues with regard to performance. The petitioner submitted its response to the said communication on 21.10.2025.

6. Further communications were issued by Respondent No. 4 on 28.10.2025 and 31.10.2025, to which the petitioner submitted replies on the respective dates along with supporting material. Subsequently, Respondent No. 4 passed the impugned order dated 26.11.2025 placing petitioner under blacklisting, without even specifying the duration thereof.

7. Learned counsel for the petitioner submits that the impugned order dated 26.11.2025 placing the petitioner under blacklisting is arbitrary, and violative of the principles of natural justice, hence unsustainable in law. He contends that the order does not specify the period of blacklisting and, therefore, operates as an indefinite and open-ended debarment, which is impermissible in law. Reliance was placed on settled legal principles that blacklisting has serious civil consequences and must be for a defined duration supported by reasons.

8. Learned counsel further submits that the actions preceding the

impugned order were *dehors* the government order dated 26.07.2024, the bid conditions, and the additional terms and conditions. He contends that the direction issued on 29.09.2025, requiring preparation of a merit list of 504 candidates after verification of original documents amounted to an unilateral expansion of the scope of work, which was neither contemplated under the contractual framework nor part of the original engagement and non-compliance with such an extraneous requirement could not have been treated as a breach of contract.

9. Learned counsel appearing for the petitioner also contends that despite the petitioner having submitted detailed replies on 21.10.2025, 28.10.2025, and 31.10.2025, along with supporting materials, the same were neither considered nor dealt with in the impugned order. No document forming the basis of the blacklisting was supplied to the petitioner prior to passing of the blacklisting order. The impugned order itself discloses that the replies submitted by the petitioner were not considered, as the defence taken by the petitioner finds no mention therein.

10. Per contra, learned counsel appearing for the respondents supports the impugned action and submits that the petitioner failed to perform its contractual obligations, resulting in administrative difficulties in the implementation of the scheme. He further contends that repeated deficiencies were noticed in the petitioner's performance, particularly in relation to the engagement and verification process of personnel, which necessitated corrective directions by Respondent No.4.

11. Learned counsel submits that sufficient opportunities were provided to the petitioner through multiple communications dated 29.09.2025, 28.10.2025, and 31.10.2025 to explain its conduct, and that the petitioner had submitted replies thereto. He further contends that blacklisting is an administrative measure taken to protect public interest and to prevent engagement of agencies whose performance is found to be unsatisfactory. Learned counsel argued that the decision to blacklist the petitioner was taken after due consideration of the material on record.

12. The principal question that arises for consideration before this Court is whether Respondent No.4 had the authority, under the GeM Incident Management Policy, to pass an order of indefinite blacklisting, and whether the impugned order dated 26.11.2025 is vitiated for arbitrariness in action and also for it being in violation of the principles of natural

justice, inasmuch as the material forming the basis of the decision was not supplied, the petitioner's submissions were not considered, and the order fails to specify the duration of blacklisting.

13. This Court now examines the facts on record, the submissions advanced by the learned advocates for the parties, and the settled legal position as laid down in the judgments cited, for the purpose of answering the aforesaid issues.

14. On a careful examination of records, including the communications exchanged between the parties, the replies submitted by the petitioner, and the contents of the impugned order, it is evident that blacklisting order is passed for indefinite time period. The impugned order does not specify the period of blacklisting and failed to refer or consider the detailed replies and supporting documents submitted by the petitioner. It also appears from records that the requirement to prepare a merit list of 504 candidates after verification of original documents was not in the original engagement terms.

15. Supreme court in **M/s. Erusian Equipment & Chemicals Ltd. v. State of West Bengal & Anr. (1975) 1 SCC 70**, has held that the purpose of serving a show cause notice is giving a person opportunity to meet the allegations which were the basis for the authority who was contemplating blacklisting. The judgment observes that:

“12. Under Article 298 of the Constitution the executive power of the Union and the State shall extend to the carrying on of any trade and to the acquisition, holding and disposal of property and the making of contracts for any purpose. The State can carry on executive function by making a law or without making a law. The exercise of such powers and functions in trade by the State is subject to Part III of the Constitution. Article 14 speaks of equality before the law and equal protection of the laws. Equality of opportunity should apply to matters of public contracts. The State has the right to trade. The State has there the duty to observe equality. An ordinary individual can choose not to deal with any person. The Government cannot choose to exclude persons by discrimination. The order of blacklisting has the effect of depriving a person of equality of opportunity in the matter of public contract. A person who is on the approved list is unable to enter into advantageous relations with the Government because of the order of blacklisting. A person who has been dealing with the Government in the matter of sale and purchase of materials has a legitimate interest or expectation. When the State acts to the prejudice of a person it has to be supported by legality.

... ..

20. Blacklisting has the effect of preventing a person from the privilege and advantage of entering into lawful relationship with the Government for purposes of gains. The fact that a disability is created by the order of blacklisting indicates that the relevant authority is to have an objective satisfaction. Fundamentals of fair play require that the person concerned should be given an opportunity to represent his case before he is put on the blacklist.”

16. The Supreme Court in *Gorkha Security Services v. Government (NCT of Delhi) and Others*, (2014) 9 SCC 105, has dealt with the question of law pertaining to the form and content of show cause notice, that is required to be served, before deciding as to whether the noticee is to be blacklisted or not and held that a show cause notice proposing blacklisting must specifically indicate such proposed action, as blacklisting entails serious civil consequences and the affected party must be put to clear notice to enable an effective response.

17. Supreme Court in *Gorkha Security Services (Supra)* observed that:

“16. It is a common case of the parties that the blacklisting has to be preceded by a show cause notice. Law in this regard is firmly grounded and does not even demand much amplification. The necessity of compliance with the principles of natural justice by giving the opportunity to the person against whom action of blacklisting is sought to be taken has a valid and solid rationale behind it. With blacklisting many civil and/ or evil consequences follow. It is described as “civil death” of a person who is foisted with the order of blacklisting. Such an order is stigmatic in nature and debars such a person from participating in Government Tenders which means precluding him from the award of Government contracts.”

18. The Apex Court in *Kulja Industries Ltd. v. Chief General Manager, Western Telecom Project Bharat Sanchar Nigam Limited and others*, (2014) 14 SCC 731, has observed that:

“25. Suffice it to say that “debarment” is recognised and often used as an effective method for disciplining deviant suppliers/contractors who may have committed acts of omission and commission or frauds including misrepresentations, falsification of records and other breaches of the regulations under which such contracts were allotted. What is notable is that the “debarment” is never permanent and the period of debarment would invariably depend upon the nature of the offence committed by the erring contractor.”

19. The Supreme Court has followed the same principle in *Vetindia Pharmaceuticals Ltd. v. State of Uttar Pradesh and Another*, (2021) 1 SCC 804, and held that the show cause notice must clearly indicate that

the contemplated action is blacklisting. The Court observed that:

“12. In view of the aforesaid conclusion, there may have been no need to go into the question of the duration of the blacklisting, but for the arguments addressed before us. An order of blacklisting operates to the prejudice of a commercial person not only in praesenti but also puts a taint which attaches far beyond and may well spell the death knell of the organisation/institution for all times to come described as a civil death. The repercussions on the appellant were clearly spelt out by it in the representations as also in the writ petition, including the consequences under the Rajasthan tender, where it stood debarred expressly because of the present impugned order. The possibility always remains that if a proper show-cause notice had been given and the reply furnished would have been considered in accordance with law, even if the respondents decided to blacklist the appellant, entirely different considerations may have prevailed in their minds especially with regard to the duration.”

20. In the judgement rendered in **Vetindia Pharmaceuticals Ltd. (Supra)**, the Supreme Court has reiterated the same principle and further observed that:

“13. This Court in Kulja Industries Ltd. v. Western Telecom Project BSNL [Kulja Industries Ltd. v. Western Telecom Project BSNL, (2014) 14 SCC 731] , despite declining to interfere with an order of blacklisting, but noticing that an order of permanent debarment was unjustified, observed : (SCC p. 744, para 28)

“28.2. Secondly, because while determining the period for which the blacklisting should be effective the respondent Corporation may for the sake of objectivity and transparency formulate broad guidelines to be followed in such cases. Different periods of debarment depending upon the gravity of the offences, violations and breaches may be prescribed by such guidelines. While it may not be possible to exhaustively enumerate all types of offences and acts of misdemeanour, or violations of contractual obligations by a contractor, the respondent Corporation may do so as far as possible to reduce if not totally eliminate arbitrariness in the exercise of the power vested in it and inspire confidence in the fairness of the order which the competent authority may pass against a defaulting contractor.”

21. After perusal of records, hearing counsel for parties and having examined the settled legal position as above, we proceed to apply the same to the facts of the present case.

22. The respondents assert that blacklisting was taken in public interest, but absence of any document to provide basis for such extreme action, failure to consider petitioner’s defense, and indefinite nature of the blacklisting order indicates towards the arbitrariness and unfairness in

action, which cannot be permitted in law. The blacklisting order impugned in the petition does not disclose any duration and therefore the order is legally unsustainable and liable to be quashed as arbitrary, disproportionate, and violative of Articles 14 and 19(1)(g) of the Constitution.

23. Debarment has been recognized as a method of disciplining deviant suppliers, however, an order of debarment can never be for an indefinite period as it is in the present case. Therefore, in the light of settled legal principles, the Court must balance the need to protect public interest with procedural fairness, ensuring that administrative measures such as blacklisting are neither excessively punitive nor devoid of reasoned legal justification. Indefinite blacklisting order cannot be legally justified as it carries serious civil consequences and therefore, it must be based on clear reasons, a defined duration, and adherence to principles of natural justice. The impugned order is against the principle of law established by the Supreme Court in **Kulja industries ltd. (supra)** and **Vetindia Pharmaceuticals Ltd. (supra)**.

24. Another significant question for consideration is whether the authority that issued the blacklisting order was competent to do so. The Government Order dated 26.07.2024 makes the provision that any discrepancy or complaint concerning the selection process must be submitted to the District Magistrate through the District Basic Education Officer and this makes it indicative of a fact that the District Magistrate is empowered to consider and decide disputes related to the selection of candidates. The dispute started with the fact that there were complaints regarding selection of candidates and, therefore, it was appropriate that the District Magistrate decided the dispute regarding allegations against the petitioner, which led to the blacklisting order. In our considered view the District Basic Education Officer, having put allegation on the petitioner for wrong selection of candidates cannot be the authority to pass the order for blacklisting as he cannot be judge in his own cause.

25. In the present case, the impugned blacklisting order was issued by Respondent No.4, who, in our considered view, in the light of the Government Order, does not possess the authority to adjudicate such issues. The District Basic Education Officer's role is limited to forwarding complaints to the District Magistrate, who is the designated as decision-making authority. Therefore, the blacklisting order passed by the District Basic Education Officer is bad for want of lawful authority and

hence, deserves to be quashed.

26. In view of the foregoing discussion and the settled legal position, the impugned order dated 26.11.2025 cannot be sustained and is hereby **quashed** and the writ petition is **partly allowed to that extent**.

27. The matter is remitted to the District Magistrate, Shahjahanpur for fresh consideration in accordance with law, after affording petitioner a fair opportunity of hearing. The petitioner is directed to submit a fresh representation to the District Magistrate, Shahjahanpur raising all the grounds on the point of letter dated 29.09.2025 along with a certified copy of this order within four weeks from today. In the event, petitioner moves such a representation, as directed hereinabove, the District Magistrate concerned shall pass a reasoned order on the letter and decide the issue of blacklisting and all ancillary issues within a further period of four weeks.

28. It is further provided that for a period of eight weeks or till decision is taken by the District Magistrate, whichever is earlier, petitioner shall be entitled to participate in future tenders.

29. No order as to costs.

(Swarupama Chaturvedi,J.) (Ajit Kumar,J.)

January 12, 2026

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