

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13538 of 2025

SIFY Digital Services Limited having its Registered Office at 2nd floor
TIDEL PARK No.4, Canal Bank Road Taramani, Chennai-600113, E-mail-
goel.amit@sifycorp.com through its Authorised Officer Sanjeev Kumar
Agrawal, aged about 50 years, s/o Late Shri P.N. Agrawal, r/o G-3, Plot
No.296, Sector-4, Vaishali, Ghaziabad, Uttar Pradesh-201010,

... .. Petitioner/s

Versus

1. The State of Bihar through Additional Chief Secretary, Education
Department, Patna, Government of Bihar Vikash Bhawan, New Secretariat,
Patna-800015, Bihar, E-mail- itcell.education@gmail.com
2. The Chairman, Bihar School Examination Board (BSEB), Sinha Library
Road, (Near Sinha Library), Patna-800017, Bihar, E-mail-
coevividhbseb@gmail.com
3. The Director, State Council of Education Research and Training (SCERT)
Mahendru, Patna (Bihar), Pin No. 800006, E-mail-
directorscertbihar@gmail.com

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Chitranjan Sinha, Sr. Advocate
	:	Mr. P.N. Shahi, Sr. Advocate
	:	Mr. Sriram Krishna, Advocate
For the State	:	Mr. P.K. Shahi, Advocate General
	:	Mr. P.K. Verma, Sr. Advocate, AAG-3
	:	Mr. Sanjay Kumar Ghosarvasy, AC to AAG-3
For Respondent-BSEB	:	Mr. Satyabir Bharti, Sr. Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE ALOK KUMAR SINHA

CAV JUDGMENT

(Per: HONOURABLE MR. JUSTICE ALOK KUMAR SINHA)

Date : 14-10-2025

Heard the parties.

2. The petitioner in the writ application has prayed
for following relief(s):

*“(i) To issue an appropriate writ, order,
or direction, preferably in the nature of*



certiorari, for quashing and setting aside the impugned order dated 22.07.2025 (Annexure-P/24), whereby the Petitioner has been blacklisted till 31.03.2026 and the contract has been terminated.

(ii) To issue a writ, order, or direction in the nature of mandamus, commanding the Respondents to recall and withdraw the impugned order, and to restore the Petitioner's eligibility to participate in future tenders issued by the Respondent Department."

3. Learned Senior Counsel for the petitioner submits that the present writ petition has been filed challenging the order dated 22.07.2025 (Annexure-P/1), passed by Respondent No.1, whereby the petitioner has been debarred from participating in any future tenders issued by the Education Department, Government of Bihar, up to 31.03.2026. The said order, it is contended, is wholly arbitrary, non-speaking, and in violation of the directions passed by this Hon'ble Court in CWJC No.1292 of 2025, decided on 16.04.2025, wherein the earlier order of blacklisting dated 31.12.2024 was set aside and the matter was remanded to the authorities to reconsider the petitioner's defence in accordance with law.

4. It is submitted that the petitioner is a Public



Limited Company duly incorporated under the provisions of the Companies Act, 2013. The present petition has been instituted through Shri Sanjeev Kumar Agrawal, AGM (Operations), who is an Indian citizen duly authorized by virtue of Board Resolutions dated 20.10.2023, 07.08.2025 and Authority Letter dated 10.01.2025, copies whereof are annexed as Annexure–P/2 to P/4 to this writ petition.

5. It is submitted that on 22.09.2023, Respondent No.1 floated a Request for Proposal (RFP) bearing NIT No. Online Examination/Educational/2023/01 for “*Selection of Agency to Setup Online Examination System and Conduct Online Examinations (Computer Based Test)*”. The scope of work included end-to-end provisioning of facilities for conducting Computer Based Tests (CBT), including necessary hardware, manpower, and technical requirements (Annexure–P/5). Pursuant to the pre-bid clarifications issued on 09.10.2023 (Annexure–P/6), it was categorically stated by the respondents that the question papers would be provided by BSEB/SCERT, and the bidder was only to provide a Question Paper Authoring Tool (QP Authoring Tool).

6. Upon evaluation of bids, the petitioner was declared L1, and a Letter of Intent dated 20.12.2023 (Annexure–



P/7) was issued in its favour. The contract was formally executed on 13.03.2024 (Annexure-P/8), for a period of five years, extendable by two years, at the rate of ₹170 per candidate (excluding GST). The petitioner duly furnished the Performance Bank Guarantee of ₹10 lakhs in compliance with the contractual terms. Clause 12 of the Contract empowered the Respondent to terminate and blacklist the vendor only upon the occurrence of specified events and after issuance of a 30-day written notice, followed by a further 15 days' notice before blacklisting, as detailed in the Note appended to Clause 12.1.

7. It is submitted that, after the award of contract, the petitioner successfully conducted several large-scale examinations for the Department, including BSSTET 2023, CTT-1 2024, D.El.Ed 2024, Simultala Residential School Pravesh Pariksha 2024, and STET 2024, wherein over 15,25,450 candidates appeared without any complaint of irregularity. However, during the Competency Test for Local Body Teacher-II (CTT-2) Examination 2024, conducted from 23.08.2024 to 26.08.2024, a limited issue arose on the final day of the examination i.e. 26.08.2024, where certain repetition of questions occurred in six subjects. The error affected only 749 candidates out of 85,252, i.e., less than 1% of total examinees.



8. Learned Senior Counsel submits that the root cause of the said repetition was the inordinate delay on the part of SCERT in providing the question paper content. The content for the first batch of 26.08.2024 was received late in the night of 25.08.2024, and for the second batch, the content was furnished on the same day of the examination, with the last lot of questions received as late as 12:30 PM for an exam scheduled at 3:00 PM. Due to such delay, and the necessity of curating questions through the QP Authoring Tool—a time-intensive process—the petitioner was left with inadequate time for review, which inadvertently led to the said repetitions.

Subsequently, Respondent No.2, BSEB, constituted a six-member committee to examine the incident. The petitioner duly appeared before the said committee on 20.09.2024 and submitted a written analysis (Annexure–P/9).

The Committee's Report dated 08.10.2024 (Annexure–P/10) clearly held that SCERT was equally responsible for the errors, observing that the furnishing of incomplete and delayed content was the primary cause. The Committee recommended:

- (a) Re-examination in seven subjects at the petitioner's cost,
- (b) Deduction of 25% penalty from the relevant



invoice, and

(c) Warning to the petitioner that any future lapse may attract blacklisting.

9. In compliance with the said recommendations, BSEB directed the petitioner vide letter dated 22.10.2024 (Annexure–P/11) to conduct a re-examination in seven subjects for 823 candidates, which was successfully conducted on 13.11.2024, without any cost implication to the respondents. Despite this, Respondent No.1 issued a show cause notice dated 01.11.2024 (Annexure–P/12) proposing blacklisting of the petitioner. The petitioner was given less than 24 hours to respond. The petitioner promptly submitted a detailed reply on 02.11.2024 (Annexure–P/14), explaining the factual background, highlighting the delays by SCERT, and demonstrating the petitioner's bona fides by having already conducted the re-examination successfully.

However, the respondents, ignoring the reply, wrongly alleged non-submission of the same and issued another communication dated 11.11.2024 extending 15 days' time for response. It is contended that this was a mere afterthought to cure the procedural defect of having granted only 24 hours earlier. Even then, the mandatory 30 days' termination notice, followed by 15



days' blacklisting notice, as required under Clause 12, was never issued.

10. Learned Senior Counsel for the petitioner further submits that without granting any further opportunity of hearing, Respondent No.1 passed an order dated 31.12.2024 (Annexure-P/17), terminating the contract and blacklisting the petitioner indefinitely. The said order was passed without considering the Committee's findings or the petitioner's defence and was therefore perverse, disproportionate, and violative of due process. Aggrieved thereby, the petitioner approached this Hon'ble Court in CWJC No.1292 of 2025. This Hon'ble Court, vide judgment dated 16.04.2025, set aside the blacklisting order and remanded the matter for fresh consideration, observing that the incident occurred primarily due to delay by SCERT, that the petitioner had already rectified the lapse without demanding additional cost, and that the impugned blacklisting was wholly disproportionate. (Annexure-P/21)

11. Pursuant to the directions of this Hon'ble Court, the Education Department issued a letter dated 30.06.2025 (Annexure-P/22) scheduling a hearing on 08.07.2025. The petitioner, in compliance, submitted a comprehensive representation dated 02.07.2025 (Annexure-P/23), reiterating



that the repetition of questions occurred due to circumstances beyond its control and emphasizing that the re-examination had already been successfully conducted. On 08.07.2025, the hearing was held before the Secretary, Education Department, through video conferencing, as he was not physically present in his office (Annexure–P/24). During the said hearing, the petitioner once again urged the authorities to consider the findings of the six-member committee, the successful re-examination, and the absence of any mala fide intention or financial loss to the Department.

However, to the utter shock of the petitioner, Respondent No.1 passed the impugned order dated 22.07.2025 (Annexure–P/1), de-barring the petitioner up to 31.03.2026. The said order not only ignored the observations of this Hon'ble Court in CWJC No.1292 of 2025 but also relied upon new and extraneous grounds that were never part of the original show cause notice.

12. The learned Senior Counsel for the petitioner most respectfully submits that the impugned order dated 22.07.2025 (Annexure–P/24) issued by the Respondent No.1, whereby the Petitioner has been blacklisted till 31.03.2026 and the termination of the contract has been reaffirmed, is wholly arbitrary, illegal, and unsustainable in the eyes of law. The said



order is vitiated for non-application of mind, reliance on extraneous considerations, and gross violation of the principles of natural justice.

13. It is submitted that despite this Hon'ble Court having been pleased to pass a specific and reasoned order dated 16.04.2025 in CWJC No. 1292 of 2025 (Annexure-P/22), directing the Respondents to re-consider the issue afresh in light of the Petitioner's explanation and the admitted delay on part of the SCERT, the Respondents have acted in complete disregard of the said directions and have mechanically re-issued an order of debarment, thereby rendering the entire decision-making process illegal and void-ab-initio.

The learned counsel for the Petitioner further submits that the show cause notices dated 01.11.2024 and 11.11.2024 (Annexures-P/12 and P/13) merely referred to two specific deficiencies, viz.,

(i) repetition of questions in six subjects of the CTT-2 examination held on 26.08.2024, and

(ii) appearance of answer keys in 50 questions of the subject "Home Science" (Class XI-XII).

However, in the impugned order, entirely new and unconnected allegations were introduced concerning the BSTET



Examination, delay in publishing results, and minor typographical issues in the question papers—none of which were ever mentioned in the show cause notice or put to the Petitioner for rebuttal.

14. It is respectfully submitted that the law is well settled that a person cannot be penalized on grounds not mentioned in the show cause notice, as held by the Hon'ble Supreme Court in *Gorkha Security Services v. Govt. (NCT of Delhi)*, (2014) 9 SCC 105, wherein it was categorically laid down that a show cause notice must specifically mention both the allegations and the proposed action to be taken, failing which the entire proceedings stand vitiated for violation of natural justice.

The learned counsel for the Petitioner submits that even after remand by this Hon'ble Court, the Respondent authorities have failed to appreciate that the repetition of questions had occurred solely due to the inordinate delay and deficiencies on part of SCERT, which furnished the question banks at the eleventh hour, leaving no reasonable time for the Petitioner to curate or verify the papers before uploading.

15. It is further submitted that the petitioner, in compliance with the directions of the Respondents and the



recommendations of the six-member committee, had voluntarily conducted a re-examination on 13.11.2024, covering 823 candidates (including 749 affected candidates), without demanding any additional cost from the Respondents. The said re-examination was successfully concluded and the results were duly published, thereby curing any alleged breach. A true copy of the communication evidencing re-examination and compliance is annexed hereto and marked as Annexure-P/18. The learned counsel submits that Clause 12.1 of the governing agreement (Annexure-P/8) clearly stipulates that termination and blacklisting can be effected only after giving 30 days' prior written notice to the vendor to remedy the alleged breach. In the instant case, no such notice was ever issued. The impugned order thus suffers from jurisdictional error, being passed in utter violation of contractual provisions and statutory fairness.

It is also submitted that even under the note appended to Clause 12.1, blacklisting is to be a "*natural consequence*" of termination, which presupposes that the termination itself is validly effected after due notice. Since in the present case the termination itself is bad in law, the consequential blacklisting order automatically falls.

16. The learned Senior Counsel for the petitioner



further submits that the six-member committee constituted by the Respondent No.2 (BSEB) had categorically concluded that the SCERT was equally responsible for the deficiencies noticed during the CTT-2 examination, and had therefore recommended only the issuance of a warning, along with the imposition of a limited penalty to the extent of 25% of the invoice value. Despite this clear finding, the Respondents have chosen to ignore the committee's recommendation and have proceeded to impose a far more severe punishment, amounting to gross disproportion. A copy of the six-member committee report is annexed and marked as Annexure-P/19.

It is further contended that the impugned order also misreads the Petitioner's letter dated 08.07.2025 (Annexure-P/23) as an admission of fault, whereas the said letter was only an appeal for reconsideration based on the understanding that the Respondents would withdraw the blacklisting if the Petitioner assured non-repetition in future. This benign communication has been deliberately misconstrued to sustain the order of debarment.

17. Per Contra, learned counsel for the Respondents submits that the impugned order dated 22.07.2025 (Annexure-P/1) has been passed strictly in compliance with the



order dated 16.04.2025 of this Hon'ble Court rendered in C.W.J.C. No. 1292 of 2025, wherein the matter was remitted for reconsideration by the competent authority after affording due opportunity to the Petitioner. It is, therefore, contended that the impugned order is neither arbitrary nor passed in violation of natural justice, but is based on proper fact finding and material evidence on record.

18. The learned counsel for the Respondents further submits that the tender in question, Tender No. Online Examination / Education / 2023 / 01 dated 22.09.2023, was floated by the Education Department, Government of Bihar for the selection of an agency to establish a system and conduct Computer-Based Tests (CBT) for various examinations. The Petitioner's bid was accepted and a Letter of Intent bearing Ref. No. 4/V1.16-87/2023-2322 dated 20.12.2023 (Annexure-P/7) was issued, followed by a formal agreement executed on 13.03.2024 determining the terms and conditions of work. The said agreement clearly stipulated under Clause 12 the provisions for Termination and Blacklisting, which authorize the Department to terminate the contract and blacklist the vendor upon occurrence of enumerated events such as serious discrepancies, failure to provide quality services, clumsy



execution of work, or non-compliance with lawful directions, subject to issuance of a written notice of 30 days. It is also specified that blacklisting/debarment shall be a natural consequence of termination.

19. Learned counsel for the Respondents submits that during the conduct of the Competency Test-2 (CTT-2) for local body teachers scheduled between 23.08.2024 and 26.08.2024, several serious discrepancies were reported by the Director, State Council of Educational Research and Training (SCERT) through Letter No. 4095 dated 12.09.2024 (Annexure-A to the personal affidavit). The said communication pointed out repetition of questions in as many as seven subjects — Hindi, Music, Dance, Home Science, Persian (Classes IX-X), and Home Science and History (Classes XI-XII) — where multiple questions were repeated across sets, thereby compromising the sanctity of the examination.

Apart from repetition, other grave errors were detected, such as —

(a) absence of images in questions where they were essential, rendering them meaningless;

(b) misprinting of percentage signs and ratio symbols as random characters;



(c) incorrect alignment of bilingual questions leading to confusion; and

(d) typographical disarray where English answer options (A, B, C, D) were merged within Hindi text.

These errors, taken collectively, were indicative of gross negligence and lack of quality control on part of the Petitioner company.

In view of these lapses, the Respondents constituted a six-member committee vide Memo No. K.V.644/2024 dated 17.09.2024 to inquire into the discrepancies. The committee, after detailed scrutiny, submitted its report on 08.10.2024, concluding that the Petitioner company was prima facie responsible for the errors and had itself admitted fault through its email dated 21.09.2024 (01:39 PM), wherein it accepted that repetition of questions had occurred due to oversight during data processing. Copies of the report and the said email were annexed as Annexures–B and C to the personal affidavit of the Secretary, Education Department.

20. Learned counsel for the Respondents points out that the committee's findings were not based merely on conjecture but on specific data samples and technical validation, which revealed multiple instances of identical question IDs



recurring in different sets prepared by the Petitioner. The committee, therefore, recorded a clear finding of “*serious discrepancies attributable to vendor’s lapse.*” It is further submitted that in consequence of the committee’s report, show cause notices were duly issued to the Petitioner vide Letter No. 2355 dated 01.11.2024 and Letter No. 714 dated 26.10.2024, seeking specific explanations regarding the deficiencies noticed. The Petitioner submitted its reply, which was duly considered along with the opinions obtained from SCERT and Bihar School Examination Board (BSEB).

Both SCERT and BSEB, after examining the Petitioner’s response, opined unequivocally — through Letter No. 5843 dated 03.12.2024 and Letter No. K.V.784/2024 dated 16.12.2024 (Annexure–D series) — that the Petitioner was indeed at fault and primarily responsible for the flawed conduct of the examination. These communications formed the substantive basis for the Department’s subsequent decision-making process.

21. Consequently, the earlier order bearing Memo No. 2723 dated 31.12.2024 was passed, which, however, came to be set aside by this Hon’ble Court in C.W.J.C. No. 1292 of 2025, directing the Respondents to reconsider the issue afresh



after giving the Petitioner an opportunity of hearing. Pursuant to this direction, a fresh show cause notice dated 30.06.2025 was issued to the Petitioner (Annexure-P/22), and the Petitioner again submitted its written explanation dated 02.07.2025 (Annexure-P/23) as well as a representation dated 08.07.2025, both of which were duly examined.

22. The learned counsel for the Respondents emphasizes that even in the representation dated 08.07.2025, the Petitioner categorically admitted its lapse, stating inter alia that *“It was only in the last exam (CTT-2) where an issue of question repetition occurred due to lack of time and unintentional manual error...”* and further undertook *“to ensure that such mistakes are never repeated.”* This admission clearly demonstrates that the Petitioner’s fault was neither disputed nor denied, and hence, the Respondents acted within their contractual and administrative competence.

It is further submitted that the impugned order dated 22.07.2025 (Memo No. 391) was thus passed after full compliance with the directions of this Hon’ble Court, after due notice, opportunity of hearing, and consideration of all relevant records and representations. The impugned order is a reasoned and speaking order, detailing the sequence of events, the nature of



deficiencies, and the basis for the decision to blacklist the Petitioner till 31.03.2026.

23. Learned counsel for the Respondents contends that the mistakes committed by the Petitioner were not minor or technical in nature but grave operational failures that directly affected the integrity of a large-scale State-level examination, causing cancellation and re-conduct of seven subject papers, leading to administrative delay and financial loss. Therefore, invocation of Clause 12 of the Agreement and the consequential blacklisting were lawful, justified, and proportionate to the nature of default.

It is further contended that the principle of proportionality has been duly observed, inasmuch as the Petitioner has been blacklisted only till 31.03.2026, i.e., for a limited period, and not permanently. The Department consciously refrained from imposing any monetary penalty in addition to the blacklisting, thereby exercising measured discretion in conformity with law.

24. The learned counsel for the Respondents finally submits that the Petitioner cannot seek relief in equity when it has admitted fault on multiple occasions and when its lapses have been established by independent bodies like SCERT, BSEB, and a duly constituted committee. The impugned order



thus does not suffer from any legal infirmity, arbitrariness, or procedural violation, and the writ petition, being devoid of merit, deserves to be dismissed in limine.

ISSUES IN QUESTION:

1. Whether the impugned order dated 22.07.2025 blacklisting the petitioner till 31.03.2026 was passed in violation of the principles of natural justice or without affording due opportunity of hearing and does it suffers from arbitrariness, mala fides, or absence of material evidence justifying the action of blacklisting?

2. Whether the lapses committed by the petitioner in the conduct of the Competency Test–2 examination were minor and technical in nature or amounted to serious operational failures adversely affecting the examination process?

3. Whether the petitioner's express admission of mistake in its email dated 21.09.2024 and letter dated 08.07.2025 establishes acknowledgment of fault, thereby justifying the respondent's decision to take disciplinary action?

4. Whether the action of blacklisting the petitioner till 31.03.2026 is disproportionate to the nature and gravity of the default, and whether it violates the doctrine of proportionality?



5. Whether the impugned order was passed in accordance with Clause 12 of the Agreement dated 13.03.2024 and in compliance with the directions issued by this Hon'ble Court in C.W.J.C. No. 1292 of 2025?

FINDINGS:

Issue 1: Whether the impugned order dated 22.07.2025 blacklisting the petitioner till 31.03.2026 was passed in violation of the principles of natural justice or without affording due opportunity of hearing and does it suffers from arbitrariness, mala fides, or absence of material evidence justifying the action of blacklisting?

The contention of the petitioner that the impugned order has been passed in violation of the principles of natural justice or without affording a reasonable opportunity of hearing is wholly unfounded. The records of the case reveal that a show cause notice dated 30.06.2025 was duly issued to the petitioner prior to the passing of the impugned order, calling upon it to furnish its explanation regarding the discrepancies noticed in the conduct of the Competency Test-2 examination. The petitioner duly submitted its written reply dated 02.07.2025 and subsequently made a representation dated 08.07.2025, both of which were duly considered by the competent authority before



arriving at the final decision.

It is further evident from the materials placed on record that the petitioner had also, in its email communication dated 21.09.2024, categorically admitted its fault with respect to the repetition of questions in multiple subjects during the said examination. The admission of such lapse was reiterated in its representation dated 08.07.2025, wherein the petitioner accepted that the error had occurred “*due to lack of time and unintentional manual error*” and assured that necessary corrective measures would be taken in future. Such unambiguous admission of fault clearly negates any suggestion of arbitrariness or absence of material evidence.

Moreover, the decision to blacklist the petitioner was not taken in isolation but was preceded by a detailed fact-finding process. A six-member committee, constituted vide memo no. K.V.644/2024 dated 17.09.2024, conducted an inquiry, examined the report submitted by the petitioner, and held the agency responsible for grievous discrepancies which resulted in cancellation and re-conduct of examinations in seven subjects. The opinions furnished by the SCERT vide letter no. 5843 dated 03.12.2024 and by the BSEB vide letter no. K.V.784-2024 dated 16.12.2024 also concluded that the petitioner was at fault. Thus,



the impugned order was passed only after comprehensive consideration of the inquiry report, the petitioner's replies, and expert opinions from the statutory bodies.

In view of these facts, it is clear that the principles of natural justice were duly complied with and the petitioner was afforded adequate opportunity to present its case. There is no material on record to substantiate any allegation of mala fides or arbitrariness. The impugned order is a reasoned administrative decision, based on documentary evidence, factual findings, and admitted lapses on the part of the petitioner.

Accordingly, this Court finds that the impugned order dated 22.07.2025 does not suffer from violation of natural justice, arbitrariness, or lack of material evidence, and has been passed in due compliance with law and after observance of fair procedure.

Issue 2: Whether the lapses committed by the petitioner in the conduct of the Competency Test–2 examination were minor and technical in nature or amounted to serious operational failures adversely affecting the examination process?

Upon careful examination of the records and materials placed before this Hon'ble Court, it is evident that the lapses



committed by the petitioner in the conduct of the Competency Test–2 (CTT-2) examination cannot, by any stretch of reasoning, be termed as minor, technical, or inadvertent. On the contrary, the evidence demonstrates that the irregularities were serious operational failures that struck at the very foundation of the examination system, thereby undermining its fairness, reliability, and integrity.

The letter no. 4095 dated 12.09.2024 issued by the Director, State Council of Education Research and Training (SCERT) brought to the notice of the Bihar School Examination Board (BSEB) multiple grave discrepancies in the examination conducted by the petitioner. It was found that questions were repeated in several subjects — including Hindi, Persian, Music, Dance, Home Science, and History — at both Class 9–10 and Class 11–12 levels. In addition to the repetition of questions, there were missing images, incorrect symbols in mathematical content, erroneous use of characters in place of ratios and percentages, and improper alignment of bilingual question papers.

These defects were not confined to isolated instances but were systemic and widespread across multiple subjects. As a result, the examination of seven subjects had to be cancelled and fresh



examinations were ordered, causing substantial administrative inconvenience, financial burden, and delay in the overall assessment process. Such large-scale disruption cannot be characterized as a mere technical defect or clerical oversight.

The matter was thoroughly examined by a six-member inquiry committee constituted under memo no. K.V.644/2024 dated 17.09.2024, which held its meeting on 04.10.2024 and submitted its report on 08.10.2024. The committee, after analyzing the materials and the petitioner's own report, recorded categorical findings that the petitioner had failed to ensure quality control and adequate scrutiny of the question bank and the computer-based test system. The committee further noted that the petitioner, through its email dated 21.09.2024, admitted its fault in respect of question repetition and other discrepancies.

The subsequent opinions of both SCERT (letter no. 5843 dated 03.12.2024) and BSEB (letter no. K.V.784-2024 dated 16.12.2024) confirmed the committee's conclusion that the lapses were serious and attributable solely to the petitioner's negligence and inadequate supervision.

Given these findings, the lapses committed by the petitioner were not minor deviations but amounted to serious operational failures, leading to cancellation and rescheduling of



examinations — an eventuality that gravely affected thousands of candidates and tarnished the credibility of the examination process. The magnitude of the default clearly justified disciplinary action by the respondent authority in exercise of its contractual and administrative powers.

Accordingly, this Court finds that the failures of the petitioner were grave, systemic, and detrimental to the sanctity of the examination process, and therefore cannot be categorized as minor or technical lapses. The respondent's action in treating these lapses as serious operational failures stands fully justified.

Issue 3. Whether the petitioner's express admission of mistake in its email dated 21.09.2024 and letter dated 08.07.2025 establishes acknowledgment of fault, thereby justifying the respondent's decision to take disciplinary action?

Upon consideration of the materials available on record, this Hon'ble Court finds that the petitioner's categorical admission of error in its own communications — namely, the email dated 21.09.2024 and the letter dated 08.07.2025 — constitutes an unequivocal acknowledgment of fault, which fully justifies the respondent's decision to initiate and conclude disciplinary proceedings culminating in the order of blacklisting.



The record reveals that after the conduct of the Competency Test-2 (CTT-2) examination, serious discrepancies were reported, leading to the constitution of a six-member inquiry committee vide memo no. K.V.644/2024 dated 17.09.2024. In the course of this inquiry, the petitioner, through its email communication dated 21.09.2024 (01:39 PM), admitted to the occurrence of repeated questions across several subjects, attributing it to “*unintentional manual error*” and lack of adequate time. The said email was placed before the committee, which took specific note of this admission while recording its findings.

The petitioner, in its subsequent representation dated 08.07.2025, reiterated this admission in clear terms, acknowledging that “*it was only in the last exam (CTT-2) where an issue of question repetition occurred due to lack of time and some unintentional manual error*” and further assuring that “*We’d take all the necessary steps to ensure such mistakes are never repeated.*” These statements, emanating directly from the petitioner, leave no room for ambiguity or denial of responsibility.

Such voluntary and repeated acknowledgment of fault, made both contemporaneously during inquiry proceedings and later in



response to the show cause notice, demonstrates the petitioner's acceptance of the lapses and their causal connection to the irregularities in the examination process. In law, an admission made by a party, especially when made voluntarily and without coercion, constitutes the best form of evidence against the maker thereof and requires no further corroboration unless successfully retracted with plausible justification, which is conspicuously absent in the present case.

The respondent authority, while exercising its contractual and administrative powers under Clause 12 of the Agreement dated 13.03.2024, was therefore fully justified in treating the petitioner's admission as conclusive proof of operational failure and in taking consequential disciplinary action. The impugned order of blacklisting was passed not on conjecture or suspicion, but on self-admitted lapses duly supported by documentary evidence, inquiry reports, and expert opinions from both SCERT and BSEB.

In view of the foregoing, this Court holds that the petitioner's express admission of mistake in its email dated 21.09.2024 and letter dated 08.07.2025 amounts to acknowledgment of fault in unequivocal terms, and such acknowledgment serves as a valid and sufficient basis for the respondent to impose disciplinary



action. The respondent's decision, therefore, stands on firm legal and factual foundation and cannot be said to be arbitrary or unjustified in any manner.

Issue 4: Whether the action of blacklisting the petitioner till 31.03.2026 is disproportionate to the nature and gravity of the default, and whether it violates the doctrine of proportionality?

Having examined the facts, records, and sequence of events leading to the issuance of the impugned order dated 22.07.2025, this Hon'ble Court finds no merit in the petitioner's contention that the action of blacklisting till 31.03.2026 is disproportionate or violative of the doctrine of proportionality. On the contrary, the record reflects that the respondent authority has acted with due care, reasonableness, and in strict conformity with both contractual provisions and judicial directions.

At the outset, it is pertinent to note that the initial order of blacklisting, passed vide memo no. 2723 dated 31.12.2024, had imposed blacklisting of the petitioner for an indefinite period. The said order was subsequently set aside by this Hon'ble Court in C.W.J.C. No. 1292 of 2025, with a direction to the competent authority to reconsider the matter after granting proper opportunity of hearing and after assigning reasons supported by



relevant material. Pursuant thereto, the Education Department reconsidered the entire matter, issued a fresh show cause notice dated 30.06.2025, obtained the petitioner's reply dated 02.07.2025 and representation dated 08.07.2025, and thereafter passed the impugned order on 22.07.2025, restricting the period of blacklisting only till 31.03.2026.

This deliberate reduction of the blacklisting duration—from an indefinite period to a time-bound measure—demonstrates that the authority has exercised its discretion judiciously, keeping in view the principle of proportionality. The penalty now imposed is neither excessive nor arbitrary; rather, it is commensurate with the gravity of the proven misconduct.

The admitted lapses on the part of the petitioner in the conduct of Competency Test-2 (CTT-2) resulted in large-scale discrepancies, cancellation of examinations in seven subjects, and consequential re-examination, thereby affecting thousands of candidates and causing administrative dislocation. Such lapses go to the root of the examination process, striking directly at its credibility and fairness. In this backdrop, disciplinary action, including temporary blacklisting, is both justified and necessary to uphold institutional integrity and public interest.



The doctrine of proportionality requires that the administrative action must balance the gravity of the offence with the severity of the penalty. Here, the respondent's decision satisfies that test — the duration of blacklisting is limited, reasonable, and reviewable after a definite period. It serves as a deterrent against negligence while affording the petitioner a fair opportunity to rehabilitate and resume business after the prescribed term.

Further, the decision is not punitive in isolation but based on self-admitted lapses, corroborated by inquiry findings, and expert opinions of SCERT and BSEB holding the petitioner responsible. Hence, the respondent's action is grounded in evidence and cannot be termed arbitrary or disproportionate.

Accordingly, this Court holds that the blacklisting of the petitioner till 31.03.2026 is a measured, proportionate, and legally sustainable action, duly aligned with the doctrine of proportionality. The respondent has exercised its authority in a fair, reasonable, and balanced manner, and therefore, the impugned order does not warrant any interference.

Issue 5: Whether the impugned order was passed in accordance with Clause 12 of the Agreement dated 13.03.2024 and in compliance with the directions issued by this Hon'ble Court in C.W.J.C. No. 1292 of 2025?



Upon a thorough examination of the contractual provisions, the sequence of proceedings, and the materials placed on record, this Hon'ble Court finds that the impugned order dated 22.07.2025 was passed strictly in conformity with Clause 12 of the Agreement dated 13.03.2024 and in faithful compliance with the directions issued by this Hon'ble Court in C.W.J.C. No. 1292 of 2025.

Clause 12 of the Agreement between the petitioner and the Education Department specifically empowers the Department to terminate the agreement and blacklist or debar the vendor in the event of certain defaults, including (a) material breach of contractual obligations, (e) failure to provide quality services, (f) serious discrepancy or delay in performance impacting departmental functioning, and (h) failure to abide by lawful directions of the Department. The clause further mandates that, before imposing blacklisting, the Department shall issue a notice giving 15 days' time to the vendor to explain its position.

In the present case, the records demonstrate scrupulous adherence to these requirements. A show cause notice dated 30.06.2025 was duly served upon the petitioner, providing adequate opportunity to submit its explanation regarding the grave lapses that occurred during the conduct of the



Competency Test–2. The petitioner availed such opportunity by submitting a written reply dated 02.07.2025 and a representation dated 08.07.2025, both of which were considered in detail by the competent authority prior to the issuance of the impugned order.

The impugned order itself expressly records that it has been passed pursuant to and in continuation of the directions issued by this Hon'ble Court in C.W.J.C. No. 1292 of 2025, wherein the earlier order of blacklisting dated 31.12.2024 was set aside with liberty to the authority to proceed afresh after due notice and hearing. The subsequent proceedings undertaken by the Department — including issuance of a fresh show cause notice, consideration of the petitioner's reply, and reduction of the blacklisting period to 31.03.2026 — clearly reflect compliance with both the contractual safeguards and judicial directions.

Furthermore, the factual foundation for invoking Clause 12 stands well-established. The petitioner's admitted lapses in the conduct of the CTT–2 examination, as acknowledged in its email dated 21.09.2024 and letter dated 08.07.2025, coupled with the findings of the six-member inquiry committee and corroborative opinions from SCERT and BSEB, conclusively establish breach of contractual obligations, poor quality of



service, and serious discrepancies affecting the Department's functioning — all of which squarely fall within the contingencies contemplated under Clause 12.

Thus, both procedurally and substantively, the impugned order conforms to the terms of the agreement and to the judicial mandate previously issued. The action of the respondent cannot, therefore, be said to be beyond the scope of its contractual authority or in derogation of the directions of this Hon'ble Court.

Accordingly, this Court holds that the impugned order dated 22.07.2025 has been validly passed under Clause 12 of the Agreement dated 13.03.2024 and is in complete compliance with the order and observations made in C.W.J.C. No. 1292 of 2025. The action is thus legally sound, procedurally fair, and immune from challenge on the ground of non-compliance.

25. Upon a comprehensive appraisal of the pleadings, records, and contractual framework, this Hon'ble Court finds no illegality, procedural infirmity, or arbitrariness in the impugned order dated 22.07.2025. The respondent authorities acted strictly within the ambit of Clause 12 of the Agreement dated 13.03.2024, and in faithful compliance with the directions issued in C.W.J.C. No. 1292 of 2025, by affording



due notice, opportunity of hearing, and passing a reasoned order based on verified material and the petitioner’s own admission of fault. The blacklisting period, now rationalized till 31.03.2026, cannot be termed disproportionate considering the gravity of the lapses that jeopardized the integrity of the Competency Test–2 examination. Consequently, the action of the respondent is found to be just, fair, and in accordance with law, warranting no interference by this Hon’ble Court.

26. Accordingly, this Hon’ble Court is of the considered opinion that the writ petition lacks merit and is hereby dismissed. There shall be no order to costs.

(P. B. Bajanthri, CJ)

(Alok Kumar Sinha, J)

Gaurav Sinha/-

AFR/NAFR	AFR
CAV DATE	08.10.2025
Uploading Date	14.10.2025
Transmission Date	NA

