



2026:UHC:1019-DB

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

HON'BLE THE CHIEF JUSTICE SRI MANOJ KUMAR GUPTA
AND
HON'BLE SRI JUSTICE SUBHASH UPADHYAY

WRIT PETITION (M/B) NO. 92 OF 2026

17TH FEBRUARY, 2026

M/s Zero Waste Incorporation Petitioner

Versus

Nagar Palika Parishad Respondent

Counsel for the petitioner : Mr. B.D. Pande, learned counsel

Counsel for the respondents : Mr. Rajeev Singh Bisht, learned
counsel

The Court made the following:

JUDGMENT: (per Sri Manoj Kumar Gupta, C.J.)

1) Heard Mr. B.D. Pande, learned counsel for the petitioner and Mr. Rajeev Singh Bisht, learned counsel for the respondent Nagar Palika Parishad. With their consent the present writ petition is being disposed of at this stage itself without inviting a formal counter-affidavit.

2) The petitioner has assailed an order dated 27.01.2026 issued by Executive Officer, Nagar Palika Parishad, Barhahat, Uttarkashi, which states that the contract of the petitioner firm in respect of the removal, processing and management of solid waste within the limits of Nagar Palika Parishad has come to end on 31.03.2025, and despite several notices, the petitioner has failed to



remove the garbage dumped at Tambakhani. Consequently, the Nagar Palika held an emergency meeting on 13.01.2026, and in pursuance of the decisions taken in the said meeting, the petitioner was issued notice on 14.01.2026 directing it to ensure removal of the garbage by 20th January, 2026. However, the petitioner failed to take any action. The petitioner firm was issued another notice on 21.01.2026 but again the petitioner firm did not remedy the situation. Consequently, the Nagar Palika again convened a meeting on 21.01.2026, and it resolved to impose penalty on the petitioner firm for violating the terms and conditions of the Solid Waste Management Rules 2016, and to take steps for removal of the garbage from the amount deposited by the petitioner firm as security, and in case any additional liability is incurred in that regard to recover the same as arrears of land revenue from the petitioner firm.

3) The communication mentions that apart from the above decision the Nagar Palika also resolved to debar the petitioner firm from participating in any tender in future during the tenure of the present Board.

4) The petitioner has also assailed the e-tender notice dated 28.01.2026 issued by Nagar Palika Parishad inviting fresh tenders for the same work.



5) After making submissions at some length, Mr. B.D. Pande, learned counsel for the petitioner stated at the Bar that he is confining the challenge to the latter part of the order dated 27.01.2026 by which the petitioner firm has been debarred from participating in any contract in future till the life time of the present Board. He submits that the said part of the order entails serious civil consequences, inasmuch as the petitioner firm would stand debarred from participating in any tender in future issued by other entities also.

6) Further contention of learned counsel for the petitioner is that although the petitioner firm does not dispute that it could not fulfill its obligation under the contract but, at the same time, the petitioner firm has a valid explanation for not been able to discharge its obligations. He submits that certain obligations were also required to be fulfilled by Nagar Palika Parishad under the Solid Waste Management Rules 2016, which it had failed to fulfill. The same has also added to the reason for failure on part of the petitioner to discharge its obligation. He submits that no show-cause notice was issued to the petitioner firm requiring it to show cause with regard to the action of debarment, therefore, the petitioner firm could not submit any explanation and this has resulted in serious prejudice to the petitioner firm.



7) Learned counsel for the respondent Nagar Palika Parishad has invited our attention towards a notice dated 17.01.2026 (Annexure-7) in submitting that while issuing the said notice the petitioner firm was put to caution that in case it does not fulfill its obligations under the contract and removes the garbage dumped at the site stated above, it would also result in blacklisting of the firm.

8) We have perused the said notice and we find that although it mentions that in case of failure on part of the petitioner firm in discharging its obligations under the contract it would be blacklisted but, as stated above, it was only a notice cautioning it of the action which might follow in case the violation continues. However, the said notice does not seek any explanation from the petitioner firm with regard to any proposed action for blacklisting of the firm. Such a notice, in our considered opinion, does not fulfill the requirement of a show-cause notice, the very object of which is to put the person to notice about the proposed action and to enable the party to submit its defence in response thereto.

9) A party under a contract may have not fulfilled its obligation resulting in cancellation of the contract / agreement but there could be mitigating factors, which if considered, may not necessarily result in blacklisting. Since



2026:UHC:1019-DB

in the instant case, the order of blacklisting has been passed without any proper show-cause notice, therefore, we are of the opinion that the latter part of the order cannot be sustained and is, accordingly, quashed. To the aforesaid extent, the writ petition stands allowed. We, however, clarify that the quashment of the latter part of the impugned order would not entitle the petitioner firm to claim any right to participate in pursuance of the tender notice dated 28.01.2026, which was for the same work, and for which the last date for filing of tender has expired on 09.02.2026. However, for future tenders, the benefit of the instant order would certainly be available to the petitioner until there is no fresh order against it in respect of blacklisting.

10) The respondent Nagar Palika Parishad will have liberty to issue fresh show-cause notice to the petitioner firm seeking its explanation and thereafter pass a fresh order strictly in accordance with law.

11) Pending application(s), if any, also stand disposed of.

MANOJ KUMAR GUPTA, C.J.

SUBHASH UPADHYAY, J.

Dt: 17TH FEBRUARY, 2026
Negi