

GAHC010016242026



2026:GAU-AS:6149

THE GAUHATI HIGH COURT

[THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM & ARUNACHAL PRADESH]

WRIT PETITION [C] NO. 479/2026

M/s B.K. Construction, a partnership firm having its office and principal place of business at N.S. Avenue, Hospital Road, Silchar, Pin-788005, Assam.

.....Petitioner

-VERSUS-

1. The Union of India, represented by Secretary, Ministry of Petroleum & Natural Gas, Janpath Road, New Delhi-110001.
2. Indian Oil Corporation Limited [IOCL], a Government of India Enterprise, through its Chief General Manager [LPG], Indian Oil Bhavan, Sector III, Noonmati, Guwahati-781020, Assam.
3. The Chief General Manager [LPG], Indian Oil Corporation Limited [IOCL],

Indian Oil Bhavan, Sector III,
Noonmati, Guwahati-781020, Assam.

4. The General Manager [LPG
Operations], Indian Oil Corporation
Limited, Noonmati, Guwahati-781020,
Assam.

5. The Plant Manager, Indian Oil
Corporation Limited, LPG Bottling
Plant, Dimapur, Nagaland.

.....**Respondents**

BEFORE
HON'BLE MR. JUSTICE MANISH CHOUDHURY

Advocates :

For the Petitioner : Mr. G. Khandelia, Advocate

For the Respondent no. 1 : Mr. S.S. Roy, Central Government Counsel and
Mr. S. Borthakur, Advocate

For the Respondent nos. 2, 3, 4 & 5 : Mr. M. Sharma, Standing Counsel, IOCL

Date of Hearing : 05.03.2026

Date of pronouncement of judgment : 06.05.2026

Whether the pronouncement is of the
Operative part of the judgment ? : No

Whether the full judgment has been
Pronounced ? : Yes

JUDGMENT & ORDER

1. In this writ petition preferred under Article 226 of the Constitution of India, assail is made to an Order dated 22.01.2026 issued on behalf of the respondent, Indian Oil Corporation Limited [hereinafter also referred to as 'IOC Limited' or 'IOCL' or 'the respondent Corporation', at places, for easy reference]. By the Order dated 22.01.2026, the petitioner has been placed on the Holiday List of the respondent IOC Limited whereby it has been debarred from entering into any contract with the IOC Limited for a period of one year effective from 22.01.2026 and removed from the list of approved Vendors / Contractors. By the Order dated 22.01.2026, the petitioner has been instructed to refund and deposit an amount of Rs. 3,23,404.80 to the respondent Corporation within seven days from 22.01.2026 failing which, the respondent Corporation would proceed to recover the same as per extant policy guidelines, tender conditions and applicable laws.

2. The petitioner, a partnership firm, is a Contractor and a registered Vendor with the respondent IOC Limited having Vendor Code no. 11012162. The petitioner firm has asserted that it has been a Vendor with the respondent Corporation for more than two decades and it had successfully executed civil and infrastructure works of worth more than Rupees One Hundred Crores across several divisions satisfactorily for the respondent Corporation.

3. The background facts which have led the petitioner to institute the present writ petition can be narrated, in brief, at first.

4. A tender process was initiated by the respondent no. 5 vide Tender no. RCC/ERO/37/2020-21/PT-108 for award of a contract on the subject : 'Rate Contract for Carrying out Capital and Revenue works at Retail Outlets [including KSKs], Consumer Pumps, Depots, Terminals, Lube & LPG Plants, Aviation Fueling Stations, Buildings, etc. under Tinsukia Divisional Office of Indian Oil AOD State Office'.
5. In response to the tender process, the petitioner submitted its bid. Upon evaluation of the bids, the petitioner emerged as the successful bidder. The petitioner was issued a Purchase Order bearing no. 27984726 on 15.07.2022 along with a Schedule of Rate in reference to Tender no. 7504210201 and Contract Ref. no. 12024309. The Purchase Order value was Rs. 25,41,531.83.
6. The petitioner has stated that on issuance of the Purchase Order, it duly completed the contract-work, 'Construction of Toilet and Washroom for TT crew and Security Personnel at LPG Bottling Plant Dimapur' ['the Contract-Work', for short] awarded vide Purchase Order no. 27984726 on 07.12.2022 strictly as per drawings, specifications, instructions, etc. issued by the Engineers of the respondent IOC Limited and also under continuous supervision of the Site Engineer and the Engineer-in-Charge of the respondent IOC Limited. In support of such claim, the petitioner has placed reliance on a Completion Certificate issued by the authorities in the respondent IOC Limited. In the Completion Certificate issued in reference to the Contract-Work under Purchase Order no. 27984726, it was mentioned that the date of commencement was 24.08.2022 and the date of actual completion was 07.12.2022. The authorities in the respondent Corporation issuing the Completion Certificate had certified that the Contract-Work was executed as per drawings and specifications. The situation rested in such position till 07.10.2025.

7. On 07.10.2025, a Show-Cause Notice was issued to the petitioner in reference to Purchase Order no. 27984726. In the Show-Cause Notice, it was inter-alia mentioned that during a recent verification / inspection of the quantities executed under the Contract-Work, it was observed that certain additional items – not covered under the original Purchase Order – were executed and the same had resulted in an excess payment of Rs. 3,23,404.80 [excluding GST]. By referring to the Guidelines dated 19.01.2023 of Holiday Listing, more particularly, Clause 2.1 [a] thereof, the petitioner was asked to show-cause in writing within fifteen days as regards the alleged irregularities and as to why the petitioner should not be placed on the 'Holiday List' and be debarred from entering into any contracts with IOC Limited / be not de-listed from the list of approved Vendors / Contractors of IOC Limited. It was mentioned that the Reply, if any, should be supported by all documents and evidence which the petitioner would wish to rely in support of its Reply. It was further mentioned that in the event of failure to give any Reply within the time and manner aforesaid, it would be presumed that the petitioner had nothing to say and the matter would be proceeded accordingly.
8. On receipt of the Show-Cause Notice, the petitioner submitted its Reply on 18.10.2025 responding to the allegations made regarding alleged excess payment of Rs. 3,23,404.80 and purported irregularities in execution of the Contract-Work awarded vide Purchase Order no. 27984726. It was highlighted that the Contract-Work was a works contract and the entire works was physically executed on the site under the constant supervision of the officials of the IOC Limited. The petitioner asserted that the Contract-Work was carried out strictly as per the drawings, specifications and instructions issued by the Engineers of the IOC Limited. It was highlighted that in execution of civil works, the actual site conditions would often reveal technical variations or practical discrepancies between the paper drawings and on-ground realities. In such circumstances, modifications or additional works would become necessary for the

structural soundness and functional viability of the project. In respect of the Contract-Work also, several such adjustments were executed, but, only on verbal and on-site directions of the authorized officials of the IOC Limited present at site.

- 8.1. The petitioner had specifically referred that during the course of execution of the Contract-Work, it was observed that the initially proposed lay-out required a septic tank of higher capacity to ensure long-term functional adequacy of the toilet and washroom facilities. The said additional structure was built on the express verbal instruction of the authorities of the IOC Limited during progress of the Contract-Work. Such item was found essential for completion and was executed solely in the interests of the respondent Corporation and not for any additional profit or benefit of the petitioner as the Contractor. The petitioner had highlighted that no payment had been made for the additional work till that date even though it was carried out in good faith on assurance of the authorities in the IOC Limited that an additional Work Order would be issued. The petitioner had denied that it had received any excess payment.

- 8.2. The petitioner had asserted that the records would reflect that all measurements were jointly taken, verified, and signed by the Site representative and the authorized personnel of the IOC Limited before submission of the final bill. The final bill was duly checked, approved, and certified by the officials of the IOC Limited before release of payment. The petitioner had claimed that after completion of the Contract-Work on 07.12.2022 and expiry of the Defect Liability Period [DLP] long back without any complaint, objection, or adverse remark, a claim regarding excess payment after about three years of satisfactory completion of the Contract-Work and use of the facilities was unjust and incomprehensible. While requesting a joint re-verification of the Site and records, an objection was raised with regard to the proposal of Holiday Listing on the basis of Guidelines dated 19.01.2023. The petitioner also requested the

IOC Limited to furnish the complete set of documents, records, verification notes, and computation sheets relied upon for alleging excess payment.

9. After submission of the Reply, the impugned Order has been passed on 22.01.2026 whereby the decision to place the petitioner on Holiday List has been communicated. By the impugned Order, as mentioned above, the petitioner has been debarred from entering into any contracts with the IOC Limited for a period of one year effective from 22.01.2026 and removed from the list of approved Vendors / Contractors. In addition, the petitioner has been instructed to refund and deposit the excess amount of Rs. 3,23,404.80 to the IOC Limited.
10. Aggrieved by and dissatisfied with the impugned Order dated 22.01.2026, the petitioner has instituted the present writ petition.
11. I have heard Mr. G. Khandelia, learned counsel for the petitioner; Mr. S. Borthakur, learned counsel on behalf of Mr. S.S. Roy, learned Central Government Counsel for the respondent no. 1; and Mr. M. Sharma, learned counsel for the respondent nos. 2, 3, 4 & 5.
12. Mr. Khandelia, learned counsel appearing for the petitioner has submitted that pursuant to the Purchase Order dated 15.07.2022, the petitioner had commenced execution of the Contract-Work on 24.08.2022 and completed the same on 07.12.2022. As regards satisfactory execution of the Contract-Work, the authorities in the IOC Limited had themselves issued a Completion Certificate. Therefore, it was arbitrary and unjust on the part of the respondent Corporation authorities to issue the Show-Cause Notice after about three years, that too, in reference to Clause 2.1 [a] of Guidelines of Holiday Listing, which were notified on 19.01.2023. Such Guidelines could not be made applicable to the petitioner retrospectively. Further, to place the petitioner on Holiday List, the respondent Corporation authorities had relied upon a verification / inspection report, which was

prepared behind the back of the petitioner. In the counter affidavit, the respondent authorities have referred to Guidelines of Holiday Listing issued in July, 2015, which were prevailing at the time of execution of the work. He has submitted that the additional work was executed at the instruction of the Site Engineer and the Engineer-in-Charge of the Contract-Work in good faith on the assurance that an additional Work Order would be issued subsequently. No additional Work Order was, however, issued. No amount of Rs. 3,23,404.80 for such additional work was ever received by the petitioner which was done as it was necessary for sustainability and longitivity of the Contract-Work. With such submissions, Mr. Khandelia has contended that the impugned Order which is akin to death knell, is not sustainable in law and therefore, the same is liable to be set aside and quashed.

13. Au contraire, Mr. Sharma, appearing for the respondent Corporation authorities has extensively referred to the statements and averments made in the counter affidavit. He has submitted that after completion of the Contract-Work on 07.12.2022 against the Purchase Order dated 15.07.2022 having Purchase Order Value of Rs. 25,41,531.83, an amount of Rs. 25,34,736.75 was paid to the petitioner. When subsequently, a verification of the Contract-Work was carried out on 25.08.2023 by the officials of the Vigilance Department, IOC Limited on the basis of a complaint, it was observed that excess payment of Rs. 3,23,404.80 was made against the Purchase Order dated 15.07.2022. He has pointed out that the respondents had also initiated and taken action against the concerned employees of the IOC Limited who were involved with the Contract-Work on the basis of the recommendations made by the Vigilance Department. The Vigilance Department had also recommended action against the petitioner. A detailed enquiry was carried out at the Site of the Contract-Work by the Vigilance Department on the basis of a complaint received. Based upon such Site visit for measurements, a Report was prepared by the Vigilance Department wherein it was concluded that

excess payment of Rs. 3,23,404.80 was made to the petitioner over and above the quantities in the Purchase Order. He has further contended that even it is assumed that the Guidelines of Holiday Listing, framed on 19.01.2023, are not applicable to the Contract-Work, the action taken for debarment is permissible under the Guidelines of Holiday Listing, framed in July, 2015. As the petitioner had indulged in an act of causing wrongful financial loss to the IOC Limited or wrongful gain to it dishonestly, the decision taken vide the impugned Order dated 22.01.2026 is just and proper.

14. I have given due consideration to the rival submissions advanced by the learned counsel for the parties. I have also gone through the materials brought on record by the parties through their pleadings apart from the decisions cited before the Court.
15. The nature of the Contract-Work awarded to the petitioner has already been mentioned above. The Purchase Order was issued on 15.07.2022 wherein the contract value was mentioned as Rs. 25,41,531.83. It is not in dispute, as reflected in the Show-Cause Notice as well as in the impugned Order, that the petitioner had completed the Contract-Work on 07.12.2022.
16. Clause 2.1[a] of the Holiday Listing Guidelines dated 19.01.2023 has provided the authority to place a party on Holiday List if the party has been found indulging in malpractices such as bribery, corruption, fraud, pilferage, bid rigging / price rigging or to cause injury to reputation or property of the Corporation, acting dishonestly to cause wrongful financial loss to the Corporation or to make wrongful gain to itself. The Holiday Listing Guidelines published on 19.01.2023 do not have any statutory flavour and could not have applied retrospectively. In the Show-Cause Notices, it is discernible that the allegation brought against the petitioner was to the effect that the petitioner acting dishonestly had caused

wrongful loss to the respondent Corporation or had made a wrongful gain to itself. It is, therefore, required to find out on what basis the respondent Corporation has arrived at a finding in affirmation of such an allegation and also the process followed to reach such a decision.

17. Holiday Listing is similar to blacklisting or debarment. In the Holiday Listing Guidelines – 2015 of the respondent Corporation, placed before this Court, it is mentioned that the meaning of 'blacklisting', 'holiday listing', 'debarment' and 'banning' is legally one and the same. In **M/s Erusian Equipment & Chemicals Ltd. vs. State of West Bengal and another**, [1975] 1 SCC 70, it has been held that a blacklisting order does not pertain to any particular contract. The blacklisting order involves civil consequences. It casts a slur. Blacklisting tarnishes one's reputation. 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 concerned 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.
18. The fundamental purpose behind service of a show-cause notice is to make the noticee understand the precise case set up against him which he has to meet. In **Gorkha Security Services vs. Government [NCT of Delhi] and others**, [2014] 9 SCC 105, it has been held that the show-cause notice would require the statement of imputations detailing out the alleged breaches and defaults the noticee has committed, so that the noticee gets an opportunity to rebut the same. In order to fulfill the requirements of principles of natural justice, a show-cause notice should meet the twin requirements, firstly, the material / ground is to be stated which according to the department necessitates an action; and secondly, the particular penalty / action which is proposed to be taken.

19. It is discernible from the response of the respondent Corporation that a random checking of some Purchase Orders was carried out at the Sites in February, 2023 during a visit by officials of the Vigilance Department of the respondent Corporation and it was observed during such checking that excess payments were made to the Vendors / Contractors in respect of some items of the Purchase Orders. A recommendation was made by the Vigilance Officials on 11.04.2025 as regards such excess payments. To assess the quantity of excess payments, detailed measurements were said to be carried out during August, 2023 – September, 2023 by two Engineering Officers from the Divisional Office in presence of Plant Officials and Vigilance Department Officials and a Joint Inspection Report was prepared and submitted. In the Joint Inspection Report, excess payments were reported to have been made in respect of four Vendors : M/s Creation Advertising, M/s Edison International, M/s Rhino Enterprise, M/s B.K. Construction, and those excess payments were quantified. Thereafter, the Show-Cause Notices were issued to the said Vendors / Contractors on 07.10.2025, which included the present petitioner.
20. A Committee was formed as per the Holiday Listing Guidelines of the respondent Corporation for scrutinizing the Replies received from the Vendors / Contractors in response to the Show-Cause Notices. The Committee scrutinized the Replies of the four Vendors / Contractors including the petitioner herein and the facts and circumstances of the cases for decision. In order to arrive at a decision, the Committee studied and analyzed few documents namely, [i] the Show-Cause Notices issued to the four Vendors / Contractors for Holiday Listing; [ii] the Replies given by the four Vendors / Contractors including the petitioner against the Show-Cause Notices; [iii] Vigilance recommendation dated 11.04.2025; and [iv] Analysis and Report of the Vigilance Department including the Joint Inspection Report.

21. The Committee examined the Replies of the Vendors / Contractors including that of the petitioner to the Show-Cause Notices. With regard to a request to supply a copy of the Joint Inspection Report and the other documents regarding measurements by the Vendors, the Committee observed that those were internal documents of the respondent Corporation and the same could not be shared with the Vendors / Contractors. With regard to another request for joint inspection of the works executed against the Purchase Orders in presence of the Vendors, the Committee observed that joint measurements were already carried out during August, 2023 – September, 2023 by two Engineering Officers from the Divisional Office in presence of Plant Officials and Vigilance Officials and further joint re-verification in presence of the Vendors could be carried out only after obtaining approval from the competent authority. It is not known that there was any final decision of the competent authority on such joint inspection requested by the Vendors. The Committee in its Report had recommended for a minimum penalty of Holiday Listing for a period of one year. The penalty was recommended with reasoning that joint verification in the presence of the parties was not done. Recovery of excess amounts was proposed by the Vigilance Department purportedly on the ground that the four Vendors did not deny that payments were made in excess of the Purchase Order quantities. After the Report of the Committee, the impugned Order of Holiday Listing have been passed on 22.01.2026.
22. As per the General Conditions of Contract [GCC] pertaining to the Purchase Orders, 'Completion' or 'Final Completion' means the successful provision of all materials and inputs and the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract, but shall not include the obligation to rectify defects during the Defect Liability Period [DLP]. 'Completion Certificate' means the Completion Certificate issued by the Engineer-in-Charge in accordance with the provisions thereof. The

'Engineer-in-Charge' means the Engineer or other officer of the Owner, Consultant or other organization for the time being nominated by the Owner in writing to act as Engineer-in-Charge for the purpose of the Contract or any specific works; and the 'Site Engineer' means the Engineer[s] / Officer[s] for the time being designated by the Engineer-in-Charge as his representative[s] in writing, and authorized by him to assist him in performing his duties and functions for the purpose of the Contract.

23. The General Conditions of Contract [GCC] also provided for the procedure to prepare the Final Bill and to make payment on the basis of the Final Bill. On the basis of the final measurement entered in the Measurement Book / Sheet, the Contractor-Vendor had to prepare and submit to the Engineer-in-Charge a Final Bill in the prescribed form with reference to the total works covered by the Contract and such Final Bill was to be drawn up by applying the applicable rates specified in the Schedule of Rates to the relative measured quantities. If there was any difference or dispute between the Contractor and the Owner as to the items, etc., the decision of the Engineer-in-Charge was to be held as final and binding upon the Contractor. The Final Bill drawn was to be submitted to the Engineer-in-Charge for certification accompanied by the Completion Certificate relating to the works. The Final Bill so drawn was checked, corrected and certified by the Engineer-in-Charge for forwarding it to the Owner for scrutiny and payment.

24. In the Show-Cause Notice, the allegation of excess payment of Rs. 3,23,404.80 was made stating that the same had emerged after recent verification / inspection of the quantities executed under the Contract-Work. But, there was no whisper about receipt of a complaint in the Show-Cause Notice. Who made the complaint was neither mentioned in the counter affidavit nor in the Show-Cause Notice nor in the impugned Order. There was also no mention in the Show-Cause Notice about existence of a

Report from the Vigilance Department wherein it was concluded about making of excess payment of Rs. 3,23,404.80.

25. In the Reply to the Show-Cause notice, the petitioner had requested to furnish the complete set of documents, records, verification notes, and computation sheets relied upon for alleging the excess payment. After receipt of the Reply and prior to the impugned Order, the respondent authorities did not furnish the copies of the complaint and the Report of the Vigilance Department wherein a conclusion was reached after an inspection at the site of the Contract-Work, without the knowledge of the petitioner and also behind the back of the petitioner.
26. In the case in hand, the petitioner has asserted that the Final Bill against the Purchase Order was submitted in the prescribed form after issuance of Completion Certificate. The Final Bill was checked, corrected and certified by the Engineer-in-Charge and was forwarded for scrutiny and payment together with the Completion Certificate. The payment of the amount due on the certified Final Bill to the extent admitted by the respondent Corporation was released to the petitioner. It is the case of the petitioner that all the works were carried out in strict supervision of the Site Engineer and the Engineer-in-Charge. After completion of the works and payment, the petitioner had duly carried out its duties during the Defect Liability Period [DLP] of one year without any complaint, objection, or adverse remark. There is no denial of the respondent IOCL authorities to the above assertions made by the petitioner.
27. From the Show-Cause Notice dated 07.10.2025 and the impugned Order dated 22.01.2026, it is evidently clear that the findings recorded in a Vigilance Report dated 11.04.2025 and a Joint Inspection Report had influenced the decision of the respondent Corporation to take the drastic measure of Holiday Listing against the petitioner as well as the decision to

recover the alleged excess payment amounts. The Vigilance Report and the Joint Inspection Report were prepared and submitted prior to the issuance of the Show-Cause Notice on 07.10.2025. The Vigilance Report and the Joint Inspection Report were prepared after carrying out inspection of the works carried out by the petitioner, which were completed in the year 2022. Both the Reports were prepared behind the back and without the knowledge of the petitioner after inspection at the Sites in February, 2023 and August, 2023 – September, 2023. Neither the Vigilance Report nor the Joint Inspection Report was brought to the notice of the petitioner at any point of time earlier to 22.01.2026.

28. When the petitioner requested to furnish those reports to him in the Reply submitted in response to the Show-Cause Notice, there was disinclination on the part of the respondent Corporation to supply it to the petitioner on the ground that those were internal reports of the respondent Corporation whereas it was all the more necessary to supply the copies of the Vigilance Report and the Joint Inspection Report to the petitioner prior to taking any adverse action against him for adherence to the principles of natural justice, which calls for affording them a real, meaningful and effective opportunity to meet the case set up against him. Even while serving the impugned Order dated 22.01.2026, the copies of the Vigilance Report and the Joint Inspection Report were not supplied to the petitioner. The petitioner was kept in dark about the manner in which the excess amount for recovery had been arrived at. The respondent Corporation in the impugned Orders did not traverse the contention of the petitioner made in the Reply that some extra works were carried out while executing the Purchase Order at the instructions of the Engineer-in-Charge and the Site Officials and it was assured that the amounts incurred towards the extra works would be adjusted.
29. The proceedings initiated by a show-cause notice to a noticee, for the purpose of blacklisting the noticee, must be in strict compliance with the

principles of natural justice. For such compliance, a real, meaningful and effective opportunity must have to be afforded to the noticee to show-cause against the same. A fair hearing to the noticee proposed to be blacklisted is an essential pre-condition for a proper exercise of the power to place the noticee on the blacklist.

30. An adjudicatory authority, be it administrative or quasi-judicial, is not to base its decision if such decision has an impact on right of a party, on any material unless the person against whom it is going to be used has been apprised of it and given an opportunity to respond to it. If the authority is to rely on any material or document for its decision against a party, then the same must be brought to his notice and he should be given an opportunity to respond to it. It is regarded as the fundamental principle of natural justice that no material ought to be relied on against a party without giving him an opportunity to respond to the same. The right to know the material on which the authority is going to base its decision is an element of the right to defend oneself. If without disclosing any material to the party, the authority takes it into its consideration, and decides the matter against the party basing on such material then the decision is vitiated for its amounts to denial of a real, meaningful and effective opportunity to the party to meet the case against him.
31. In **T. Takano vs. Securities and Exchange Board of India and another**, [2022] 8 SCC 162, a show-cause notice was issued to the appellant based on a report after conducting an investigation. The appellant responded to the show-cause notice stating inter alia that the investigation report was not received by him. The respondent authority denied to share the investigation report with the appellant stating that the report is an internal document. The investigation report was found to have been taken into consideration by the respondent authority in arriving at its satisfaction for taking action against the appellant. In that context, the Hon'ble Supreme Court has observed that as the investigation report has been relied upon

at the stage of adjudication by the authority, then the principle of natural justice required its due disclosure.

32. In **Southern Painters vs. Fertilizers & Chemicals Travancore Ltd. and another, 1994 Supp. [2] SCC 699**, the Hon'ble Supreme Court has referred to a dissenting opinion rendered in a Full-Bench decision of the Kerala High Court in **V. Punnen Thomas vs. State of Kerala, AIR 1969 Ker 81**. In the dissenting view, it was inter-alia observed that an ex parte adverse adjudication that the petitioner committed irregularities in connection with the tender on the basis of a report of an officer without notice and an opportunity of being heard to the petitioner and putting his name in the blacklist and debarring him from taking any work by way of punishment is against all notions of fairness. The Hon'ble Supreme Court has affirmed that the minority view as the law. It has been held in the case that the deletion of the appellant's name from the list of approved contractors on the ground that there were vigilance report against it could only be done consistent with and after due compliance with the principles of natural justice.
33. From the facts and circumstances obtaining as above, it is evidently established that the respondent IOCL authorities had arbitrarily denied the petitioner a real, meaningful and effective opportunity of being heard before being visited with the drastic penalty of the Holiday Listing for a period of one year by the impugned Order dated 22.01.2026. To take the action of Holiday Listing, the respondent IOCL authorities had referred to the Holiday Listing Guidelines dated 19.01.2023, which were issued much after the execution of the concerned Purchase Orders. By non-disclosure of the findings in the Vigilance Report and the Joint Inspection Report to the petitioner and at the same time, placing reliance on them to reach a satisfaction for taking the drastic measure of Holiday Listing and recovery, the respondent IOCL authorities had proceeded with in clear violation of the principles of natural justice and such an action is to be termed as one

against all notions of fairness. For the above reasons, the impugned Order dated 22.01.2026 is found not sustainable having failed to stand the scrutiny of law. Therefore, the impugned Order dated 22.01.2026 is liable to be set aside and quashed and it is accordingly, set aside and quashed.

34. Consequently, in view of the discussions and observations made, the findings reached at, and the order made, as above, the writ petition stands allowed. There shall, however, be no order as to cost.

JUDGE

Comparing Assistant