



CGHC010221392026



2026:CGHC:27638-DB

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 2842 of 2026**

M/s Ashok Kumar Mittal Through Its Proprietor Shri Ashok Kumar Mittal S/o Pirogilal Aged About 62 Years A Class Contractor R/o H I G - 02 M.P. Nagar Niharika Korba District- Korba Chhattisgarh.

... Petitioner**versus**

1 - State Of Chhattisgarh Through- Secretary Department Of Urban Administration And Development Mantralaya Mahanadi Bhawan Nawa Raipur, Atal Nagar, District- Raipur Chhattisgarh,

2 - Commissioner Municipal Corporation Korba Saket Bhawan I T I Chowk Korba District- Korba Chhattisgarh,

3 - Assistant Engineer Municipal Corporation, Korba District- Korba Chhattisgarh,

4 - Executive Engineer Municipal Corporation Korba District- Korba Chhattisgarh,

5 - Superintending Engineer Municipal Corporation, Korba District- Korba Chhattisgarh

6 - Raipur Construction Pvt. Ltd. Office At Ground Floor Babla Complex G.E. Road Raipur District- Raipur (C.G.)

... Respondents

(Cause title taken from Case Information System)

For Petitioner	:	Mr. Prince Agrawal, Advocate
For Respondent No.1/State	:	Mr. Prasun Bhaduri, Deputy A.G.
For Respondents No. 2 to 5	:	Mr. Shashank Thakur, Advocate

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

06/07/2026

1. The petitioner by way of present petition under Article 226 of the Constitution of India prays for following relief(s):-

“i. That, the Hon'ble Court may kindly be pleased to allow the present Writ Petition filed under Article 226 of the Constitution of India.

ii. Issue an appropriate writ, order or direction, quashing and setting aside the action of the respondent authorities whereby the technical bid submitted by the petitioner in pursuance of NIT No. 332/2026, System Tender No. 188571 (2nd Call), for the work of construction of "Gaurav Path Four-Lane B.T. Road from CSEB Chowk to Jain Chowk to ITI Chowk to Kosabadi Chowk, Korba, District Korba (Chhattisgarh)" has been rejected during the Part-I Evaluation Process without assigning any reason and without passing any speaking order (*Annexure P/1*).

iii. Issue an appropriate writ, order or direction commanding the respondents to forthwith disclose, communicate and furnish to the petitioner the complete reasons, evaluation report, noting sheets and all materials forming the basis of rejection of the petitioner's technical bid.

iv. Issue an appropriate writ, order or direction, directing the respondents to reconsider and re-

evaluate the petitioner's technical bid strictly in accordance with the terms and conditions of the Notice Inviting Tender.

v. Issue an appropriate writ, order or direction quashing all consequential actions taken pursuant to the illegal rejection of the petitioner's technical bid, including the financial bid comparison proceedings and declaration of L-1 bidder, to the extent they have been undertaken without lawful consideration of the petitioner's bid.

vi. May kindly be pleased to cancel and set aside the award, selection, approval, acceptance or any consequential work order, if issued, in favour of Raipur Construction Pvt. Ltd., pursuant to the impugned tender process, the same being founded upon an illegal rejection of the petitioner's bid.

vii. Issue an appropriate writ, order or direction directing the respondent authorities to conduct the tender process afresh from the stage of technical evaluation after duly considering the petitioner's bid in accordance with law and the tender conditions.

viii. Award costs of the present petition in favour of the petitioner.

ix. Any other relief, which this Hon'ble court deems, fit in the facts and circumstances may also be granted in favour of the petitioner.”

2. The facts as pleaded in the writ petition, in brief, are that the petitioner is an A-Class registered contractor of the Public Works Department, Government of Chhattisgarh, engaged in execution of civil construction and infrastructure works, and claims to possess the requisite technical expertise, financial capability, machinery and experience to undertake large public infrastructure projects. The respondent No.2 issued Notice Inviting Tender (NIT) No. 332/2026, System Tender No. 188571 (2nd

Call), dated 07.04.2026, inviting bids for construction of the "Gaurav Path Four-Lane B.T. Road from CSEB Chowk to Jain Chowk to ITI Chowk to Kosabadi Chowk, Korba", having an estimated contract value of ₹3,356.30 lakhs. The petitioner submitted its technical and financial bid along with all requisite documents, declarations, certificates and the prescribed Earnest Money Deposit within the stipulated time, asserting that it fulfilled all the eligibility conditions prescribed under the tender document. However, on 02.06.2026, the petitioner received an SMS communication informing that its technical bid had been rejected during the Part-I evaluation process. According to the petitioner, neither the SMS communication nor the e-procurement portal disclosed any reason or deficiency for such rejection. Aggrieved thereby, the petitioner submitted representations dated 02.06.2026, 03.06.2026 and 04.06.2026 requesting the respondent authorities to disclose the reasons for rejection and furnish the evaluation records, but no response was forthcoming.

3. The petitioner has contended that the rejection of its technical bid without assigning any reason is arbitrary, non-speaking and violative of the principles of transparency, fairness and natural justice, thereby infringing Articles 14 and 19(1)(g) of the Constitution of India. According to the petitioner, although it was orally informed that the rejection might have been based on a blacklisting order dated 30.01.2025 issued by Hindustan Steelworks Construction Limited (HSCL), such reliance is wholly misconceived as the relevant eligibility clause of the NIT contemplates adverse actions only by departments or instrumentalities of the Government of Chhattisgarh and not by a Central Government

undertaking. It is further pleaded that the alleged HSCL blacklisting was confined only to participation in tenders floated by HSCL and its group entities and did not amount to a blanket prohibition against participation in all government tenders. The petitioner has also asserted that despite its pending representations, the respondent authorities proceeded with the financial bid evaluation and declared respondent No.6 as the successful bidder (L-1), thereby depriving the petitioner of a fair opportunity of consideration. On these premises, the petitioner has invoked the writ jurisdiction of this Court seeking quashment of the rejection of its technical bid, disclosure of the reasons and evaluation records, reconsideration of its bid in accordance with the tender conditions, and consequential setting aside of all subsequent actions taken pursuant thereto.

4. Learned counsel for the petitioner submits that although the scope of judicial review in matters relating to award of public contracts and tenders is limited, this Court can undoubtedly examine the decision-making process where the action of the State is arbitrary, unreasonable, non-transparent or violative of constitutional principles. It is contended that the respondents, being instrumentalities of the State, were under an obligation to evaluate the petitioner's bid fairly and in accordance with the terms and conditions of the Notice Inviting Tender. However, in the present case, despite the petitioner having submitted its bid along with all requisite documents, certificates, declarations and the prescribed Earnest Money Deposit, its technical bid was rejected during the Part-I evaluation process merely through an SMS communication without assigning any reason whatsoever. It is argued that neither the SMS

communication nor the e-procurement portal disclosed any deficiency, discrepancy or disqualification which formed the basis of such rejection. According to the petitioner, despite repeated representations dated 02.06.2026, 03.06.2026 and 04.06.2026 seeking disclosure of the reasons and evaluation records, the respondent authorities failed to furnish any explanation, speaking order or evaluation report, thereby depriving the petitioner of an effective opportunity to know and challenge the basis of its disqualification.

5. Learned counsel further submits that the respondents have sought to justify the rejection only in their return by alleging non-compliance with the prescribed formats of Annexures 13 and 14 and by relying upon the petitioner's alleged blacklisting by Hindustan Steelworks Construction Limited (HSCL) and the Municipal Corporation, Durg. It is contended that such reasons cannot be permitted to supplement or improve an otherwise non-speaking administrative decision, as the validity of an order has to be judged on the reasons contemporaneously recorded and communicated. It is further argued that even otherwise, the alleged blacklisting by HSCL, a Central Government undertaking, does not fall within the ambit of the disqualification clause contained in the NIT, which is confined to adverse actions by departments and instrumentalities of the Government of Chhattisgarh. Learned counsel submits that the respondents have acted arbitrarily by rejecting the petitioner's technical bid without adhering to the principles of transparency, fairness and natural justice, and thereafter proceeded with the financial bid evaluation and declared respondent No.6 as the successful bidder without first addressing the petitioner's grievance. It is, therefore, prayed that the

impugned rejection of the petitioner's technical bid and all consequential actions taken pursuant thereto be quashed, and the respondents be directed to reconsider the petitioner's bid strictly in accordance with law and the terms of the Notice Inviting Tender.

6. Learned State counsel appearing for respondent No.1 submits that the State Government has no direct role in the evaluation of bids or the decision relating to acceptance or rejection of the petitioner's technical bid, the entire tender process having been undertaken by the respondent Municipal Corporation in accordance with the provisions of the Notice Inviting Tender. It is submitted that the State has neither participated in the tender evaluation process nor passed any order prejudicial to the petitioner. Learned State counsel further submits that public procurement is governed by the terms and conditions of the tender document and the competent tendering authority is entitled to evaluate the eligibility of bidders strictly in accordance therewith. It is contended that unless the petitioner establishes arbitrariness, mala fides, bias or violation of any statutory or constitutional provision in the decision-making process, no interference is warranted in exercise of the extraordinary jurisdiction under Article 226 of the Constitution of India. It is, therefore, submitted that no relief is liable to be granted against respondent No.1, and the writ petition, insofar as it concerns the State Government, deserves to be dismissed.
7. Learned counsel appearing for respondents No.2 to 5 submits that the writ petition is devoid of merit and has been filed by suppressing material facts. It is contended that the Tender Evaluation Committee

rejected the petitioner's technical bid strictly in accordance with the terms and conditions of the Notice Inviting Tender and without any arbitrariness or mala fides. Learned counsel submits that Clause 15 of the NIT and Clause 29 of the Special Conditions specifically mandate that all certificates, annexures and other documents must be submitted in the prescribed format, failing which the bidder is liable to be disqualified and its financial bid cannot be opened. It is argued that the petitioner failed to comply with these mandatory conditions, inasmuch as Annexure-14 (Performance Certificate) was neither submitted in the prescribed format nor duly signed by the Engineer-in-Charge as required under the tender conditions. Further, Annexure-13 (Affidavit) submitted by the petitioner was also not in the prescribed format and contained material concealment regarding the petitioner's blacklisting by the Municipal Corporation, Durg. It is submitted that apart from the blacklisting order dated 30.01.2025 passed by Hindustan Steelworks Construction Limited (HSCL), the petitioner had also been blacklisted by the Municipal Corporation, Durg on 29.04.2026, which fact was deliberately withheld in the affidavit accompanying the bid, thereby attracting the disqualification clause contained in the tender document. Learned counsel contends that the petitioner not only furnished documents contrary to the prescribed format but also failed to make a truthful disclosure as required under the bid conditions, rendering it ineligible for further participation. It is further submitted that the Tender Evaluation Committee, after considering the deficiencies in the documents and the petitioner's adverse record, declared the petitioner ineligible in strict conformity with the NIT conditions. It is argued that the

scope of judicial review in contractual matters is confined to examining the decision-making process and does not permit the Court to sit in appeal over the decision of the expert Tender Evaluation Committee. Since the petitioner failed to satisfy the mandatory eligibility requirements, the rejection of its technical bid cannot be said to be arbitrary, irrational or violative of Article 14 of the Constitution. It is, therefore, prayed that the writ petition, being devoid of substance, deserves to be dismissed.

8. We have heard learned counsel for the parties and perused the pleadings and documents appended in the writ petition.
9. The Hon'ble Supreme Court in the case of **Tata Motors Limited v The Brihan Mumbai Electric Supply & Transport Undertaking (Best) and Others** passed in Civil Appeal No. 3897 of 2023 vide judgment dated 19.05.2023 held as follows :

“48. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ

jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. The courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer. (See: *Silppi Constructions Contractors v. Union of India*, (2020) 16 SCC 489).

52. Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public

exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a fresh tender notice, should be one of the guiding factors that the Court should keep in mind. This is evident from a three-Judge Bench decision of this Court in *Association of Registration Plates v. Union of India and Others*, reported in (2005) 1 SCC 679.

53. The law relating to award of contract by the State and public sector corporations was reviewed in *Air India Ltd. v. Cochin International Airport Ltd.*, reported in (2000) 2 SCC 617 and it was held that the award of a contract, whether by a private party or by a State, is essentially a commercial transaction. It can choose its own method to arrive at a decision and it is free to grant any relaxation for bona fide reasons, if the tender conditions permit such a relaxation. It was further held that the State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process, the court must exercise its discretionary powers under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should interfere.

54. As observed by this Court in *Jagdish Mandal v. State of Orissa and Others*, reported in (2007) 14 SCC 517, that while invoking power of judicial review in matters as to tenders or award of contracts, certain special features should be borne in mind that evaluations of tenders and awarding of contracts are essentially commercial functions and principles of equity and natural justice stay at a distance in such matters. If the decision relating to award of contract is bona fide and is in public interest, courts will not interfere by exercising powers of judicial review even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. Power of judicial review will not be invoked to protect private interest at the cost of public interest, or to decide contractual disputes.”

10. In the present case, the respondent Municipal Corporation issued Notice Inviting Tender No. 332/2026 for construction of the "Gaurav Path Four-Lane B.T. Road from CSEB Chowk to Jain Chowk to ITI Chowk to Kosabadi Chowk, Korba", prescribing the eligibility criteria and the documents required to be submitted by the bidders in the prescribed formats. The petitioner admittedly participated in the tender process and its technical bid came to be rejected during the Part-I evaluation. Merely because the petitioner was not informed of the reasons for rejection through the SMS communication or the e-procurement portal, it cannot ipso facto be held that the decision of the Tender Evaluation Committee was arbitrary or illegal. In their return, the respondents have specifically explained that the petitioner's technical bid was rejected on account of non-compliance with the mandatory tender conditions, namely,

submission of Annexure-14 (Performance Certificate) not in the prescribed format and without the requisite certification by the Engineer-in-Charge, submission of Annexure-13 (Affidavit) not in the prescribed format with concealment of the petitioner's blacklisting by the Municipal Corporation, Durg, and the petitioner's adverse record of blacklisting. The petitioner has failed to place any cogent material to demonstrate that these reasons are factually incorrect, that the decision of the Tender Evaluation Committee was actuated by mala fides or intended to favour any particular bidder, or that the evaluation process was so arbitrary or irrational as to warrant interference in exercise of the writ jurisdiction under Article 226 of the Constitution of India.

11. In view of the aforesaid discussion and the settled principles governing the scope of judicial review in contractual and tender matters as laid down by the Hon'ble Supreme Court, we are of the considered opinion that the petitioner has failed to make out any case warranting interference under Article 226 of the Constitution of India. We do not find any arbitrariness, mala fides, irrationality or procedural illegality in the decision-making process so as to justify exercise of the extraordinary writ jurisdiction of this Court. Consequently, the present writ petition, being devoid of merit, deserves to be and is accordingly **dismissed**.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice