

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THE HON'BLE THE ACTING CHIEF JUSTICE P.SAM KOSHY
AND
THE HONOURABLE SRI JUSTICE SUDDALA CHALAPATHI RAO**

WRIT APPEAL No.1159 OF 2026
(CNR No.HBHC010724692026)

Dated: 16.10.2026

Between:

Telangana State Power Generation Corporation Limited (TGGENCO),
through its Chairman and Managing Director and 3 others

... Appellants

AND

Sendoz Impex Limited,
Represented by its Authorised Representative
Mr. Himadri Mitra and another

... Respondents

JUDGMENT: *(per the Hon'ble the Acting Chief Justice P.Sam Koshy)*

Heard Sri A. Sudarshan Reddy, learned Advocate General appearing
for the appellants, Sri Deepak Bhattacharjee, learned Senior Counsel
representing Sri Dishit Bhattacharjee, learned counsel for respondent No.1
and Ms. N. Divya, learned Assistant Government Pleader for Energy,
appearing for respondent No.2.

2. The present is an appeal, which has been filed by the appellant-Corporation aggrieved by the interim order dated 01.10.2026 passed by the learned Single Bench in W.P.No.32830 of 2026.

3. The learned Single Bench while hearing the Writ Petition filed by respondent No.1-writ petitioner alleging that due to technical glitch that occurred in the course of submitting its bid for the tender quoted by the appellant-Corporation for transportation of 3.0 Million Tonnes of Coal per annum (two Rakes per day) from Naini Coal Mines of SCCL in Odisha to YTPS of TG GENCO through RCR Mode, directed the appellant-Corporation to permit respondent No.1-writ petitioner to submit the bid documents physically in a sealed cover before 12:00 Noon on 03.10.2026, *vide* impugned interim order dated 01.10.2026.

4. Learned Advocate General appearing for the appellant-Corporation submitted that since the entire tender process was to be carried out on the e-portal, the direction given by the learned Single Bench would create further complications and the learned Single Bench could not have granted such permission, firstly exercising the writ jurisdiction and secondly, in a tender matter, where all the documents were required to be submitted through e-portal only. Learned Advocate General also contended that, in

fact, on the relevant date i.e., 25.09.2026 itself the financial bid was opened and it was finalized on 03.10.2026 and the successful bidder has also been issued with a Letter of Intent on 06.10.2026.

5. Learned Senior Counsel for respondent No.1-writ petitioner submitted that because of technical glitch that occurred, the respondent No.1-writ petitioner was prevented from submitting the documents within the stipulated period of time and that the learned Single Bench by way of impugned interim order directed the appellant-Corporation to accept the bid documents of respondent No.1 physically in a sealed cover to be submitted before 12:00 Noon on 03.10.2026.

6. Given to the fact that the financial bid stood opened on the same day; the successful bidder has also been finalized on 03.10.2026; the Letter of Acceptance has also been issued and further, an agreement has also been executed between the appellant-Corporation and the successful bidder on 13.10.2026, we are of the considered opinion that, in fact, the interim order passed by the learned Single Bench becomes an inexecutable order. Once the interim order passed by the learned Single Bench becomes inexecutable, we are of the considered opinion that the only relief that can now be granted is to finally decide the Writ Petition itself.

7. The Writ Appeal, therefore, stands disposed of requesting the learned Single Bench to finally decide the Writ Petition itself and pass appropriate suitable orders on its own merits in accordance with law. There shall be no order as to costs.

Miscellaneous applications, if any pending, shall stand closed.

P.SAM KOSHY, ACJ

SUDDALA CHALAPATHI RAO, J

Date: 16.10.2026

Note: Issue C.C. by Monday.
B/O.MD