

24.08.2026
Item No.16
Court. No. 12
(gc)

**MAT 1280 of 2026
With
CAN 1 of 2026**

**Union of India & Ors.
VS
Vindhya Industries Private Limited & Anr.**

*Mr. Pinaki Ranjan Chakraborti,
Mr. Subrata Santra*

...for the Appellants.

*Mr. Sourojit Dasgupta,
Mr. Ashis Kumar Mukherjee,
Mr. Saurabh Prasad,*

...for the Respondents.

1. Leave to cure the defect.
2. The appeal arises out of a judgment and order dated July 10, 2026 passed in WPA No.12217 of 2026. The writ petitioners were unsuccessful bidders, whose bid was cancelled in the technical round. The railway authority was of the view that the mandatory documents as required under the general instructions, viz., Certificate of Local content as per Form-1 under clause 51 of Chapter-III had not been filed. The mandatory clause was not complied with. The said clause fell within an essential requirement in the eligibility criteria. The writ petitioners/respondents, were thus disqualified.
3. Learned advocate for the railway submits that the order of His Lordship amounted to interference with the tender conditions. The writ court could not have interpreted the clauses to suit the purpose of the

bidder. Under the general instructions, Form 1 which was not filed was mandatory in nature and uploading of the document was optional, because physical copies thereof were required to be submitted. The learned Judge mistook the same to be a non-essential clause.

4. It is further contended that the writ petitioners also did not file any document on plain paper. The learned advocate's submission should not be relied upon. As per the records available with the appellants, no declaration in respect of Local content as per Form-1 under clause 51 of Chapter-III, had been submitted at all.
5. It is next contended that other bidders had been rejected on similar grounds. The financial bid was opened and the L-1 bidder was declared.
6. The writ petitioners could not be allowed to participate in the bidding process after all steps were complete and third party rights had been created. Reference is made to Clause 51 of Chapter III of the tender document in support of the contention that, the format for self-certification under Form-1 regarding Local content was to be submitted along with the bid, without which the offer would be rejected.
7. Under such circumstances, the writ court had interfered with the decision of the tendering authority on an incorrect interpretation that the said document

was not an essential requirement and the deficiency could be cured later.

8. Mr. Bag, learned advocate for the respondents/writ petitioners submits that the certificate in plain paper had been submitted. Non-furnishing of the certificate under Form-1 on a hundred rupees non-judicial stamp paper was a clerical mistake, which could always be cured. Secondly, the authority had admitted that the self-certification in plain paper had been submitted. He refers to the order of His Lordship which recorded the stand of the authority that, Form-1 in plain paper had been submitted by the respondents/writ petitioners.
9. Mr. Bag further submitted that the reason for rejection was non-submission of Form-1 on a hundred rupees non-judicial stamp paper and not for non-submission of Form-1 at all. Mr. Bag further refers to the decision of the Delhi High Court in the matter of ***ABC Beverages Private Limited – versus – Indian Railway Catering & Tourism Corporation (IRCTC) Ltd. & Anr.*** reported in ***2017 SCC OnLine Del 9426***, which has also been considered by His Lordship.
10. However, the issues which have come up before us are factual disputes which are to be decided on the basis of the records and affidavits. First of such dispute being, whether the self-certification of Local content as required under Form-1 had at all been submitted

even in plain paper. We frame this issue on the ground that submission of a learned advocate before Court cannot bind the party. In the event the learned advocate who appeared before His Lordship had made an incorrect statement, the authority has a right to controvert the same by producing document to rebut such submission. Secondly, we find the self-certification under Form-1 is mandatory requirement. His Lordship had drawn a distinction and had come to a finding that the said clause was a non-essential, upon interpretation of the clause 3 of commercial compliance. This issue needs a deeper probe.

11. Moreover, other parties whose technical bids were rejected on the same ground are likely to be affected, inasmuch as, they deserve to be similarly treated. If the respondents alone are allowed to participate in the bidding process, those bidders will be prejudiced. Finally, third party right has already been created and the L-1 bidder has been declared. Under such circumstances, the said successful bidder is required to be heard.
12. Last of all, the writ petition proceeded on the basis that the bid in the plain paper had been submitted but, no such document has been produced before us by the respondents. All factual disputes require further hearing by the writ court, upon exchange of affidavits. The writ petitioner will add the L-1 bidder as also the other bidders who were rejected on the

same ground, within a week from receipt of information in this regard from the railway authorities. Railway authorities will supply such names within two weeks from date. They will be served with the copy of the writ petition and the application for addition of party. The railway authorities will also produce records in support of the contention that the document in plain paper had not been submitted. However, the decision of His Lordship will not be restricted only to whether the document in plain paper had been submitted but, also the mandatory nature of the document as per tender notice and whether the court could have considered the same to be a non-essential clause. His Lordship will decide the writ petition afresh, upon hearing all the parties and upon giving them opportunity to file their respective affidavits and will fix the dates accordingly. However, till finalization of the writ petition, work order should not be issued.

13. Accordingly, the appeal and the connected application are disposed of.
14. Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)

(Arjun Ray Mukherjee, J.)