2026:UHC:10562-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL

THE HON'BLE ACTING CHIEF JUSTICE MR. MANOJ KUMAR TIWARI

AND

THE HON'BLE JUSTICE MR. SUBHASH UPADHYAY

November 19, 2026

Writ Petition (M/B) No.959 of 2026

Jagran Engage ----Petitioner

Versus

State of Uttarakhand & Ors. ----Respondents

Presence:-

Mr. Arvind Vashistha, learned Senior Counsel assisted by Mr. Rachit Manglik, learned counsel for the petitioner

Mr. J.C. Pande, learned Standing Counsel for the State of Uttarakhand

Mr. Lalit Miglani, learned counsel for respondent no.3-Nagar Nigam Haridwar

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The Court made the following:

JUDGMENT: **(per Hon'ble Justice Sri Manoj Kumar Tiwari, A.C.J.)**

1. By means of this writ petition, petitioner has sought the following reliefs:-

> *"(i) Issue an appropriate writ, order or direction in the certiorari quashing point 5 of Part A (General) of Khand-2 (Instructions to Bidders-ITB) and Point 8 of Clause 4.1 (Eligibility) of Khand-4 of the Notice Inviting Tender No.NNH/ADVT/UNIPOLE/2026-27/01 dated 04.11.2026 (Annexure No.2, page No.25 to 44) issued by the respondent no.3, whereby the furnishing of a No Dues Certificate issued by Nagar Nigam Haridwar has been made a pre-condition of eligibility and a bidder having outstanding dues towards Nagar Nigam Haridwar has been rendered ineligible; or, in the alternative, read down the said conditions so as not to apply to any amount which is*

disputed and pending adjudication before the competent statutory authority.

(ii) Issue an appropriate writ, order or direction in the nature of mandamus commanding the respondent no.3 to permit the petitioner to participate in the tender process under the aforesaid NIT without insisting upon the production of a No Dues Certificate, and to consider the bid of the petitioner on its merits as per law, in terms of the order dated 05.11.2026 passed by this Hon'ble Court in WPMB no.944 of 2026 (Annexure No.13, page No.93 to 95).

(iii) Issue an appropriate writ, order or direction in the nature of mandamus commanding the respondent no.3 to decide the representation of the petitioner dated 06.11.2026 (Annexure No.14, page No.96 to 97) by finally settling the account of the petitioner in terms of Clause 11 of the agreement dated 01.07.2024 and to issue the No Dues Certificate in favour of the petitioner, within such time as may be fixed by this Hon'ble Court.

(iv) Issue an appropriate writ, order or direction in the nature of mandamus commanding the respondent o.2 to decide Appeal No.04 of 2025, Jagran Engage vs. Nagar Nigam Haridwar, pending before him, expeditiously and within a time-frame to be fixed by this Hon'ble Court."

2. Petitioner is aggrieved by Condition No.5 of Section 1 and Condition No.8 of Clause 4.1(8) mentioned in the Notice Inviting Tender dated 04.11.2026 issued by Nagar Nigam, Hardiwar. By the said notice, bids were invited for grant of advertising rights. The first condition, which is challenged, provides that the firm which is blacklisted/defaulter in any government department shall not be eligible and further that defaulter of Nagar Nigam,

Haridwar or persons against whom dues of Nagar Nigam, Hardiwar are pending, shall also not be eligible to participate in the tender process. The second condition, as mentioned in Clause 4.1(8) of Section 4 of the NIT, provides that every bidder will be required to submit a No Dues Certificate from Nagar Nigam, Haridwar.

3. Petitioner contends that he was awarded contract for advertising rights by Nagar Nigam, Haridwar in 2024 and the term of that contract has now come to an end; there is a dispute between petitioner and Nagar Nigam, Haridwar, regarding which an appeal was filed before District Magistrate, Haridwar in the month of December, 2025, which is still pending. It is contended that, so long as the appeal is pending before the District Magistrate, Haridwar, petitioner cannot be termed as defaulter and the insistence of No Dues Certificate, as mentioned in Clause 4.1(8) of Section 4 of the NIT is, thus, unjustified.

4. We are not impressed by the contention raised by learned Senior Counsel for the petitioner. Whether petitioner can be treated as defaulter for non-furnishing of No Dues Certificate, cannot be examined at this stage, as petitioner’s bid has not been rejected on that ground.

5. Law is well settled that scope of judicial interference with conditions in Bid Document or Notice Inviting Tender is very limited. Hon'ble Supreme Court in the case of ***Directorate of Education & others Vs. Educomp Datamatics Ltd. & others*** reported as **(2004) 4 SCC 19** has held as under:-

> *"12. It has clearly been held in these decisions that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract. That the Government must have a free hand in setting the terms of the tender. It must have reasonable play in its joints as a necessary concomitant for an administrative body in an administrative sphere. The courts would interfere with the administrative policy decision only if it is arbitrary, discriminatory, mala fide or actuated by bias. It is entitled to pragmatic adjustments which may be called for by the particular circumstances. The courts cannot strike down the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wiser or logical. The courts can interfere only if the policy decision is arbitrary, discriminatory or mala fide."*

6. Thus, there is no scope for interference in the matter. Writ petition fails and is hereby dismissed.

7. However, we make it clear that the observation made in this order will not come in the way of petitioner if he submits bid in response to the impugned NIT.

MANOJ KUMAR TIWARI, A.C.J.

SUBHASH UPADHYAY, J.

Dt: 19.11.2026
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