



Serial No. 01-03
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 478 of 2024 with
WP(C) No. 480 of 2024
WP(C) No. 37 of 2025

Date of Decision: 08.05.2025

WP(C) No. 478 of 2024

Manaksia Aluminium Company Limited
Represented by Mr. Anand Kumar Chaudhary,
8/1, Lal Bazar Street, Bikaner Building, Third
Floor, Kolkata – 700001

:::Petitioner

-Vs-

1.The State of Meghalaya represented by the
Chief Secretary to the Government of Meghalaya,
Shillong – 793001

2.The Secretary to the Government of Meghalaya,
Housing Department, Government of Meghalaya,
Shillong – 793001

3.The Director, Directorate of Housing, Housing
Department, Government of Meghalaya,
Shillong – 793001

4.M/s Meghalaya Roofing, Industrial Area, Umiam,
Meghalaya – 793103

5.Power Roofing, Umtru Road Village Amjok,
Byrnihat, Ri Bhoi – 793122



6.Mariem Commerce Limited, Umbir,
Ri-Bhoi – 793101

:::Respondents

WP(C) No. 480 of 2024

M/s Mariem Commerce,
Umbir, Ri-Bhoi District Meghalaya

:::Petitioner

-Vs-

1.The State of Meghalaya represented by the
Chief Secretary to the Government of Meghalaya,
Shillong – 793001

2.The Secretary to the Government of Meghalaya,
Housing Department, Government of Meghalaya,
Shillong – 793001

3.The Director, Directorate of Housing, Housing
Department, Government of Meghalaya,
Shillong – 793001

4.M/s Meghalaya Roofing, Industrial Area, Umiam,
Meghalaya – 793103

5.M/s Power Roofing, EPIP Byrnihat,
Ri Bhoi District
Meghalaya - 793101

6.Manaksia Aluminium Company Limited,
8/1, Lal Bazar Street.
Bikaner Building, Third Floor
Kolkata - 700001

:::Respondents

WP(C) No. 37 of 2025

M/s Meghalaya Roofing represented
by duly authorised Partner Shri. Manish
Agarwal, S/o Shri. Sushil Kumar Agarwal



of Age 36, R/o Assam Rifle Bazar,
Happy Valley, Shillong

:::Writ Petitioner

-Vs-

1.The State of Meghalaya represented by the
Chief Secretary to the Government of Meghalaya,
Shillong – 793001

2.The Secretary to the Government of Meghalaya,
Housing Department, Government of Meghalaya,
Shillong – 793001

3.The Director, Directorate of Housing, Housing
Department, Government of Meghalaya,
Shillong – 793001

4.Power Roofing, Umtru Road Village Amjok,
Byrnihat, Ri Bhoi – 793122

:::Respondents

Coram:

Hon’ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

In WP(C) No. 478 of 2024

For the Petitioner/Applicant(s):

Mr. Philemon Nongbri, Adv.

For the Respondent(s):

Mr. N.D. Chullai, AAG with
Ms. Z.E. Nongkynrih, GA (For R 1-3)
Mr. H.L. Shangreiso, Sr. Adv. with
Ms. M. Hajong, Adv. (For R 4)
Dr. N. Mozika, Sr. Adv. with
Mr. M.L. Nongpiur, Adv. (For R 5)
Mr. J. Shylla, Adv. (For R 6).



In WP(C) No. 480 of 2024

For the Petitioner/Applicant(s): Mr. J. Shylla, Adv.

For the Respondent(s): Mr. N.D. Chullai, AAG with
Ms. N.G. Shylla, Sr. GA
Ms. Z.E. Nongkynrih, GA (For R 1-3)
Mr. H.L. Shangreiso, Sr. Adv. with
Ms. M. Hajong, Adv. (For R 4)
Dr. N. Mozika, Sr. Adv. with
Mr. M.L. Nongpiur, Adv. (For R 5)
Mr. Philemon Nongbri, Adv. (For R 6).

In WP(C) No. 37 of 2025

For the Petitioner/Applicant(s): Mr. H.L. Shangreiso, Sr. Adv. with
Ms. M. Hajong, Adv.

For the Respondent(s): Mr. N.D. Chullai, AAG with
Ms. Z.E. Nongkynrih, GA (For R 1-3)
Dr. N. Mozika, Sr. Adv. with
Mr. M.L. Nongpiur, Adv. (For R 4).

i)	Whether approved for reporting in Law journals etc.:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

JUDGMENT AND ORDER

1. Before embarking upon the exercise of examining the challenge put to the main subject matter in issue, that is the tender process adopted for supply of aluminium sheets pursuant to NIQ dated 10.09.2024, through the initial contender in WP(C) No. 478 of 2024, this Court, in view of the subsequent writ applications involving the same tender process, which have been



preferred by the respondent No. 4 by way of WP(C) No. 37 of 2025, and the respondent No. 6 by way of WP(C) No. 480 of 2024, while recording individual submissions and arguments advanced in each of the respective writ petitions, shall collate the facts and render a collective finding on the entire matter. This approach is necessitated in the opinion of this Court, in view of the intertwined facts and circumstances which surround the dispute.

WP(C) No. 478 of 2024

Manaksia Aluminium Company Limited vs. State of Meghalaya & 5 Ors.

2. By this second round of litigation the writ petitioner is praying for quashing of impugned letters dated 04.12.2024 and 12.12.2024, whereby its bids have been rejected and for cancellation of the work orders issued in favour of the respondents No. 4 and 5, and for directions for acceptance of the Technical Bid of the petitioner and for opening of its Financial Bid.

3. The brief facts are that the respondent No. 3, had issued a Notice Inviting Quotation (NIQ) dated 10.09.2024, inviting bids, sealed quotations in a two-bid system, technical and financial for supply of aluminum roofing sheets. The petitioner at an earlier point of time being aggrieved with some ambiguous terms contained in the NIQ, had requested for the amendment of certain clauses contained in Clause A(13), Clause B(7) and (8), and Annexure-III(1). As the same was not fully acceded to by the respondent No.



3, a writ petition being WP(C) No. 344 of 2024 was filed, praying for quashing of the NIQ dated 10.09.2024, and for other directions. The matter was then finally heard and decided on 14.10.2024, wherein this Court while dismissing the writ petition, had observed that the contentions raised as to the product not being under the list of items reserved for purchase from micro and small enterprises, were not significant enough to vitiate the tender process and that further the contention with regard to the trading license was not relevant, as the same was consequential on the bidder being eligible or awarded the contract. The petitioner thereafter, submitted its bid in a two-bid system and had also attended the bid meeting in Shillong.

4. The petitioner then after a lapse of 1 month and 25 days, on not getting any information as to the bid status had enquired and was informed that its bid had been rejected and the said details thereof, was furnished to the petitioner vide the impugned letter dated 12.12.2024, wherein it was indicated that the petitioner had not submitted a call deposit/bank draft/demand draft as stipulated in the NIQ, and that the trading license submitted, was from the State of West Bengal, and not from the concerned district, as required under Clause 13 of the General Terms and Conditions of the NIQ. Being aggrieved thereby the petitioner has preferred the instant writ petition.

5. Mr. Philemon Nongbri, learned counsel for the petitioner has submitted that the tender quotation of the petitioner has been arbitrarily



rejected, inasmuch as, with regard to the first ground of rejection, it is not a case that no deposit had been made in favour of the respondent No. 3. Learned counsel has referred to Annexure – 13 of the writ petition to show that a fixed deposit in favour of the respondent No. 3 of Rs.1,39,30,000/-, had been created which could be prematurely withdrawn, and that this also had been clarified by the Bank vide its letter dated 21.10.2024, that once a deposit is pledged in the name of a 3rd party, then the same becomes a call deposit, which can be matured at any time upon the request of the beneficiary i.e. the respondent No. 3. Thus, he submits the rejection on this ground was completely unfounded and illegal. On the second ground for rejection i.e. the non-possession of trading license, the learned counsel has relied upon the judgment of this Court dated 14.10.2024, passed in WP(C) No. 344 of 2024, and a letter dated 24.06.2015, issued by the State Government on the requirement of trading license before allotment of works to Non-Tribal Traders/Contractors/Suppliers, wherein he submits, it has been clarified that submission of tender paper does not fall under trade as per the Act, but the same was to be furnished, if the non-tribal is a successful bidder before any work involving trade is issued to him. As such, he submits these two grounds of rejection being without any basis or cogent reasoning, the rejection of the bid of the writ petitioner is arbitrary and illegal.



6. The learned counsel then submits that the tender committee had totally misdirected itself, and the same is evident from the affidavit filed by the State, where, the essential condition of Invest Meghalaya at Clause 6 of the General Terms and Conditions was brushed aside, without any discussion in the minutes of the meetings dated 14.11.2024 and 20.11.2024, inspite of the fact that none of the parties possessed a registration certificate, which was an essential condition as per Clause 6. This it is submitted, was in total derogation of the fact that this Court in the earlier round of litigation, had extensively observed and recorded submissions of the parties on this point, at Paragraphs 5 to 14 of the judgment dated 14.10.2024. This action of the official respondents, he contends, was made to safeguard the interest of the respondents No. 4 and 5, who did not possess the requisite Invest Meghalaya registration certificate, which would have otherwise rendered them technically unqualified.

7. The learned counsel has then submitted that the minutes of the meetings dated 14.11.2024 and 20.11.2024, which are enclosed in the affidavit filed by the State show that the respondent had allotted 75% of the work to the respondent No. 5, and 25% of the work to respondent No. 4, a decision which as per the financial bid condition could only have been made by the tender committee, if the rates quoted are of the same stage. It is also seen from the affidavit, he submits, that the work has been approved by the



Minister-in-Charge, whereas, nowhere in the terms and conditions of the NIQ, Minister-in-Charge has been mentioned. The entire exercise he submits, smacks of collusion between the department and the respondent No. 5, who has secured 75% of the work order, even though there is no existing clause of relaxation of the terms and conditions in the NIQ.

8. Public interest it is also contended, has been adversely affected, inasmuch as, cartelization is writ large in the proceedings with the two technically qualified bidders quoting the same price at double the market rates, whereas, as per the Aluminum Sheet specifications, the going rate is Rs.9000/- per bundle while the work order has been allotted at Rs.17,500/- per bundle. The respondents it is alleged, by rejecting the technical bid of the petitioner and not opening the financial bid, has caused a huge financial loss or wastage of public money since the quotation of the petitioner is much lower than Rs.17,500/-. The learned counsel submits that there being a serious flaw in the decision-making process, with the essential terms and conditions having been relaxed without a relaxation clause, coupled with the irrationality, arbitrariness and unreasonableness, the actions of the official respondents, has seriously breached Article 14 of the Constitution of India.

9. In support of his submissions, the learned counsel has placed reliance on the following case law:



- (i) (2023) 3 SCC 1, Vivek Narayan Sharma (Demonetisation Case) v. Union of India*
- (ii) (1994) 6 SCC 651, Tata Cellular v. Union of India*
- (iii) (2006) 11 SCC 548, B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd.*
- (iv) (2016) 16 SCC 233, Shobikaa Impex Pvt. Ltd. v. Central Medical Services Society*
- (v) (2024) 10 SCC 273, Banshidhar Construction Pvt. Ltd. v. Bharat Coking Coal Ltd.*

10. Mr. N.D. Chullai, learned AAG with Ms. Z.E. Nongkynrih, learned GA for the State respondents No. 1-3, has opened his arguments by submitting that the petitioner herein, had full knowledge of the terms and conditions of the NIQ, before submitting his bid, and therefore, a bidder who participates in a tender process and is later unsuccessful, cannot challenge the same process retrospectively. It is further submitted that the dispute sought to be made out, arises from a contractual tender process within the meaning of commercial transactions, which would be more effectively adjudicated under civil jurisdiction, rather than proceedings under Article 226 of the Constitution of India. This commercial transaction it is contended does not involve the infringement of any fundamental rights, and the writ petition does not disclose any cause of action for interference, as prima facie, there is no illegality or arbitrariness in the rejection of the petitioner's bid, as all bidders



were treated equally as per the terms and conditions of the NIQ. In this context, the learned AAG has referred to the case of *Jagdish Mandal vs. State of Orissa (2007) 14 SCC 517*.

11. It is then submitted that the writ petitioner was well aware of the requirement of a local trading license, and also the call deposit which was never submitted, as mandated by the NIQ. The Government, the learned AAG submits, as a tendering authority has the right to prescribe qualifications and other criteria which are deemed necessary, and unless these conditions are arbitrary or violate the petitioner's fundamental rights, no interference is called for, moreso, in view of the fact that the petitioner failed to meet the technical qualifications prescribed, which had rightfully resulted in the rejection of the bid. The demand for cancellation of the work order, it is argued, is unsustainable, as the said work order has already been issued and setting aside the same would cause serious prejudice to the awardees and also delay a public project. The balance convenience it is submitted, is against the petitioner and in support of this submission, reliance has been placed in the case of *Afcons Infrastructure Ltd. vs. Nagpur Metro Rail Corp. Ltd. (2016) 16 SCC 818*.

12. It is further submitted by the learned AAG that to ensure a transparent process, the respondent No. 3, had issued two corrigenda, one on 23.09.2024 and the other on 30.09.2024, and the tender had also been extended till the



15.10.2024. Pre-bid meetings it is submitted, had also been called on 23.09.2024, wherein, representatives from 6 different firms had attended and raised queries, but there was no representation from the side of the petitioner. The petitioner it is submitted, was not in possession of a valid trading license from the concerned District Council, which was necessary requirement, inasmuch as, the petitioner being a Company would be governed by the Trading by Non-Tribals Regulation, 1954. On the other ground of rejection, it has been submitted that a fixed deposit is a financial product, where one deposits money in the bank, for a fixed tenure and cannot withdraw the same before its maturity, as it is an investment tool and not a payment instrument, as compared to call deposit, which can be withdrawn on demand, or on a very short notice. The clarification issued by the bank on 21.10.2024, it is submitted, had also been received by the office of the respondent No. 3, after the closure of the NIQ on 15.10.2024, and as such, could not be entertained.

13. The tender committee, it is submitted, was duly constituted by the Government to examine and recommend the technical bids held on 14.11.2024 and 20.11.2024, and approval by the Government was obtained and intimated on 27.11.2024. He finally submits that there has been no illegality, arbitrariness or discrimination in the decision to reject the technical bid of the petitioner, and the petitioner's exclusion from the financial bid stage, is but a consequence of non-compliance with the terms and conditions



of the NIQ, and as such, he prays that the writ petition being without merit be dismissed.

14. On behalf of the respondent No. 4, the simple submission made by Mr. H.L. Shangreiso, learned Senior counsel is that the rejection of the bid of the writ petitioner by the tender committee is purely on the clear grounds of failing to meet the technical requirements enumerated in the NIQ, and as such, the process does not suffer from any legal infirmity. It is further submitted that in view of the subsequent corrigendum, registration with MSME 2020, was not required, the respondent No. 4, nevertheless had submitted a certificate showing an application under Invest Meghalaya at that time of submission of bid. The learned Senior counsel then submits that the respondent has since accepted the work order under protest dated 10.12.2024, and has also executed an agreement in furtherance thereof, though under compelling circumstances.

15. The respondent No. 5 represented by Dr. N. Mozika, learned Senior counsel assisted by Mr. M.L. Nongpiur, learned counsel has submitted that the terms and conditions of the NIQ are sacrosanct and it is the duty of every bidder to submit all documents, as per the requirements given therein. The petitioner he contends, was found ineligible, not only on account of not possessing a valid trading license, but also on the count of not submitting a Call Deposit/Bank Draft/Demand Draft, as stipulated by the NIQ. As such,



he submits the clarification sought to be submitted by the petitioner issued by the Bank, is of no significance, as a clarification from a Bank cannot change a Deposit Confirmation Advice into a Call Deposit or a Demand Draft, which was a mandatory requirement, as per the NIQ. It is also submitted that the clarification dated 21.10.2024, issued by the Bank has not cited any rules of the Bank of Baroda or Reserve Bank of India, to substantiate that once a deposit is pledged in the name of a 3rd party, then the same becomes a Call Deposit, which can be matured at any time upon the requirement of the beneficiaries.

16. Learned Senior counsel has then concluded his arguments by submitting that being one of the L1 bidders, the answering respondent has since been awarded the contract, and on receiving the work order, orders have already been placed for supply of the materials, for which advance payment has already been made. He therefore submits that no interference is called for and the writ petition is liable to be dismissed.

17. Mr. J. Shylla, learned counsel on behalf of the respondent No. 6, has not tendered any alternate arguments, but has supported the submissions made by the learned counsel for the petitioner, and submits that the tender process being flawed, the same is liable to be interfered with.



WP(C) No. 480 of 2024

M/s Mariem Commerce vs. State of Meghalaya & 5 Ors.

18. In this writ petition, the petitioner is a partnership firm under the name and style of M/s Mariem Commerce. The firm, originally constituted under a partnership deed dated 30.06.2020, underwent a change in partnership on 01.08.2024, wherein one Shri. Vijay Kumar Goel, retired and one Mrs. Threebok Kurbah, was inducted as a partner, who then executed a General Power of Attorney, in favour of one Gilbert Diengdoh, who has sworn the affidavit and verified the writ petition on behalf of the partnership firm. On its bid being rejected by the respondent No. 3, vide letter dated 04.12.2024, on the grounds that the partnership agreement was not submitted, detailed technical specifications not mentioned and trading license not submitted, the instant writ petition has been filed. All the respondents in the instant writ petition are common to WP(C) No. 478 of 2024, and the writ petitioner therein, has been arrayed as respondent No. 6 (Manaksia Aluminium Company Limited) along with the successful bidders who have been arrayed as respondents No. 4 and 5, in the instant writ petition.

19. It has been submitted by Mr. J. Shylla, learned counsel for the petitioner that the rejection of the petitioner's bid is arbitrary and contrary to the tender conditions. The learned counsel asserts that a partnership deed and



trading license are not mandatory for eligibility and that the bids submitted by the petitioner contained detailed product specifications which met all the requirements of the NIQ. Submission is also made that the evaluation process lacks transparency and contracts were awarded at higher rates to the respondents No. 4 and 5, which violated Articles 14 and 16 of the Constitution of India. It is therefore prayed by the learned counsel that directions be issued for acceptance of the petitioner's technical bid and for opening of the financial bid of the petitioner, which will reveal the arbitrary and illegal manner, in which the respondents No. 4 and 5 have been favoured with the allotment of work and issue work orders. The learned counsel has placed reliance on the judgment of *Odimar Syiemsad vs. State of Meghalaya*, **2024 SCC OnLine Megh 510**, in support of his case.

20. On behalf of the respondents except for the respondent No. 6, who has relied upon the statements and averments made in WP(C) No. 478 of 2024, similar arguments as advanced earlier, were reiterated in support of the tender process, though the respondent No. 4, voiced its grievance with regard to the allocation of only 25% of the supply order, when both the successful bidders i.e. the respondents No. 4 and 5 were technically and financially equal.



WP(C) No. 37 of 2025

M/s Meghalaya Roofing vs. State of Meghalaya & 3 Ors.

21. In this writ petition, challenge has been made to the impugned work order No. DH/Tech/11/2024/99 dated 04.12.2024, awarding 75% of the supply work in favour of the private respondent No. 4(Power Roofing), and the work order No. DH/Tech/11/2024/100 dated 04.12.2024, awarding only 25% of the supply of work in favour of the writ petitioner.

22. Mr. H.L. Shangreiso, learned Senior counsel assisted by Ms. M. Hajong, learned counsel on behalf of the petitioner has contended that the petitioner and the respondent No. 4, were both found technically and financially equal, and on all counts if there was to be an apportionment of the supply order between the two successful parties, the same should have been done on a 50-50 basis, and not in the manner that has been resorted to by the official respondents. It is submitted that the petitioner though accepting the work order had done so on the protest, and that the action of the respondents violates Articles 14, 16, 19 and 21 of the Constitution of India. The learned Senior counsel prays that directions be issued for equal distribution of the work or in the alternative to award the entire contract to the petitioner and for cancellation of the work orders, issued in favour of the writ petitioner and the respondent No. 4. In support of his arguments, learned Senior counsel has



placed reliance on the case of *Manohar Lal vs. Ugrasen, (2010) 11 SCC 557*, and the case of *Amar Nath Chand Prakash vs. Bharat Heavy Electricals Limited, AIR (1972) Allahabad, 176*.

23. In reply thereto, Mr. N. D. Chullai, learned AAG for the State respondents submits that the writ petition is barred by the principles of estoppel, acquiescence and waiver, inasmuch as, the petitioner having participated in the tender process cannot at this stage challenge the same on the ground of being aggrieved with the allotment order. It is further submitted that the writ petitioner has suppressed the fact that an agreement has already been executed with the Government for supply of the roofing sheets as allotted and on this ground alone, the writ petition is liable to be rejected. The learned AAG submits that it is a settled principle of law, that a contract is a commercial transaction and in the evaluation of tenders, principles of equity and natural justice stay at a distance, and that the power of judicial review cannot be invoked to protect private interest at the cost of public interest or for that matter, to decide contractual disputes.

24. It is then submitted that though the petitioner and the respondent No. 4, were both found to be technically qualified and also quoted the same financial bid, and thus recommended and approved as suppliers, the allotment of supply order is subject to approval by the competent authority and that the function of the tender committee is only to approve the bidders. The decision



with regard to allotment, it is asserted, lies with the head of the department and since the head of department is the Minister, approval has to be sought before the supply order is issued. The allocation of work it is contended was made in public interest and based on administrative discretion, which is the prerogative of the Government, to ensure successful completion of the supply of the roofing sheets to beneficiaries. It is then reiterated that the writ petitioner having entered into a contract, after having voluntarily accepted the same, cannot now challenge the process or decision, and that the petitioner has no right to demand a 50-50% allocation. In support of his arguments, the learned AAG has placed reliance on the judgment of this Court dated 05.11.2024 passed in *WP(C) No. 362 of 2023 and WP(C) No. 18 of 2024* in the case of *SM Energenco Limited vs. State of Meghalaya*, and the case of *Tata Cellular vs. Union of India (1994) 6 SCC 651*.

25. Heard learned counsel for all the parties in these three writ petitions. The NIQ in question as noted in the submissions of the parties, is a subject of much controversy with the conditions of the initial NIQ being challenged in WP(C) No. 344 of 2024, and inspite of corrigenda being issued amending the clauses of the tender, is being questioned again as to the fairness in the process adopted by the tender committee in allotting the work to respondents No. 4 and 5, though in unequal quantities. Even the work orders which have since been issued, have also been assailed before this Court, on the ground



that the unequal allotment of the supply order, has been made in a biased and arbitrary manner.

26. To shorten the discourse, this Court will attempt to condense the questions involved, and to examine the issues at hand as to whether judicial interference in exercise of powers under Article 226 of the Constitution of India, is warranted at all, keeping in mind the limited scope of judicial review in such commercial matters. What firstly strikes this Court is the ambiguity of the initial NIQ itself, which when put under challenge in WP(C) No. 344 of 2024, had resulted in the issuance of the corrigenda as aforementioned, but this exercise it appears, was not efficacious enough according to the petitioners in the instant writ petitions, to ensure a free and fair bidding and tendering process. Without dwelling again into the details, only the decision-making process adopted by the tender committee will be scrutinized, on the question of legality in line with the principles laid down by the Supreme Court in the celebrated case of *Tata Cellular vs. Union of India (1994) 6 SCC 651*, on the parameters as to whether the tender committee had exceeded its powers, committed an error of law, breached the rules of natural justice, abused its powers, or reached a decision which no reasonable tribunal would have reached.

27. In the case of the petitioner in WP(C) No. 478 of 2024, the rejection of the bid was firstly on the ground that instead of a Call Deposit, a Fixed



Deposit in favour of the concerned State respondents had been created, which the petitioner contended was unfair, as Fixed Deposits are callable, and secondly, for supply of a West Bengal trading license, which was not accepted. In WP(C) No. 480 of 2024, the petitioner's bid was rejected for non-submission of a partnership agreement, incomplete supply of technical specifications, which was held to be contrary to clause 10 of the technical bid requirements and the absence of a valid trading license, which the petitioner contends is arbitrary, as a partnership deed and trading license are not mandatory for eligibility and that the bid submitted included detailed product specifications. In WP(C) No. 37 of 2025, the petitioner has contended that the challenge to the work orders awarded to it and the respondent No. 4 therein, is due to the fact that though the petitioner and the respondent No. 4 were technically and financially equal, the award of only 25% of the tender value to the petitioner and 75% to the respondent No. 4, violates Article 14, 16, 19 and 21 of the Constitution of India. Thus, in the backdrop of these challenges, the decision-making process of the tender committee, as per the stipulations and corrigenda given in the NIQ will be examined.

28. In the NIQ dated 10.09.2024, it had been stipulated at clause 3, 6 and 13 under the General Terms and Conditions as follows:

“3. Every quotationer should furnish the company/firm's name, registered no. on MIIPP, full postal address along with



contact details and email id. Letter sent by email by the Department to the address mentioned by the quotationer shall be deemed to have been received by the quotationer. Any change of details provided shall be duly informed to the Department in time.

6.All Quotationer should furnish a valid registration certificate registered under “Invest Meghalaya” (as per Meghalaya Industrial and Investment Promotion Policy 2024)

13.The Non-Tribal quotationer should furnish the Trading license from concerned District Council/Income Tax Clearance certificate for the past 3 (Three) years along with the tender papers documents mentioned herein.”

And under the Technical Bid conditions, clause 2 and 8 were as follows:

“2. Earnest Money deposit, in the form of Call Deposit /Bank Draft/Demand Draft drawn on any nationalized banks payable at Shillong pledged in favour of Director of Housing, Meghalaya, Shillong.

8.Non-Tribal Quatotioner(s) should furnish Trading License from concerned District Council and Income Tax clearance certificate from the past 3 (three) years.”



29. Thereafter, consequent to a pre-bid meeting, a corrigendum dated 23.09.2024, was issued, whereby amendments were made to the NIQ in clause 13 of the General Terms and Conditions, and clause 8 of the Technical Bid conditions, which was with regard to the furnishing of a trading license from the concerned District Council. Subsequently, on writ petition WP(C) No. 344 of 2024, being filed; on 03.10.2024, a corrigendum dated 30.09.2024, was produced before the Court, amending clause A of the General Terms and Conditions, as to the requirement of having a manufacturing unit or industry in the State of Meghalaya, which was amended to preferably having their manufacturing unit or industries in the State of Meghalaya. An amendment was also inserted to clause A of the Financial Bid Stipulation, where it has been given as follows:

<i>Clauses. NO</i>	<i>ORIGINAL CLAUSE</i>	<i>AMMENDED CLAUSE</i>
<i>Clause A. FINANCIAL BID</i>	<i>If the rate quoted by the quotationers is in the same stage <u>the provision of clause 8 (i) of the Meghalaya Procurement Preference Policy for Micro and Small Enterprises 2020 shall applied and the decision of the Tender Committee will be final and binding</u></i>	<i>If the rate quoted by the quotationers is in the same stage, the decision of the Tender Committee will be final and binding</i>



30. The clauses as it stood after the corrigenda therefore, was that as per clause 3 and 6 of the General Terms and Conditions, every quotationer was to furnish the company or firms name registered under Invest Meghalaya, as per the Meghalaya Industrial and Investment Promotion Policy, 2024. Further, provision had by way of amendment to meet the contingency of bids being submitted at par, by leaving it to the decision of the tender committee. The status of the NIQ, after the amendments, for the sake of easy reference is illustrated in the chart below:

STATUS OF NIT DATED 10TH SEPTEMBER 2024

Supply of Aluminium Roofing Sheets

<i>Sl.</i>	<i>Clause</i>	<i>Original Clause</i>	<i>Amended Clause</i>	<i>Remarks</i>
<i>1</i>	<i>NIQ</i>	<i>“bonafide resident of Meghalaya”</i>	<i>“Bonafide Citizen of India”</i>	<i>Changed</i>
<i>2</i>	<i>NIQ</i>	<i>Last date of submission of NIQ 2:00 PM on 30th September, 2024.</i>	<i>Last date of submission of NIQ 2:00 PM on 15th October, 2024</i>	<i>Changed</i>
<i>3</i>	<i>Clause A (1)</i>	<i>“having their manufacturer Units/Industries in the state of Meghalaya”</i>	<i>“Preferably having their manufacturer Units/Industries in the state of Meghalaya”</i>	<i>Changed to Preferably</i>
<i>4</i>	<i>Clause A (3)</i>	<i>“registered no. on MIIPP”</i>	<i>No Amendment</i>	<i>No change</i>



5	Clause A (6)	<i>“registration certificate registered under “Invest Meghalaya” (as per Meghalaya Industrial and Investment Promotion Policy 2024”</i>	<i>No Amendment</i>	<i>No change</i>
6	Clause A (13)	<i>“should furnish Trading license from concerned District Council”</i>	<i>No Amendment</i>	<i>No change</i>
7	Clause A (23) (2)	<i>“should not have any pending litigation/subjudice on the subject matter”</i>	<i>No Clarification</i>	
8	Clause B (8)	<i>“should furnish Trading License from concerned District Council”</i>	<i>No Amendment</i>	<i>No Change</i>
9	Clause B (12)	<i>“Within the state of Meghalaya”</i>	<i>Removed</i>	<i>Changed</i>
10	Financial Bid Clause A (3)	<i>“the Meghalaya Procurement Preference Policy for Micro and Small Enterprises 2020 shall be applied”</i>	<i>Removed</i>	<i>Changed</i>

31. From the chart above it can be seen that the requirement of registration under ‘Invest Meghalaya’ had not been subjected to any amendment, as also,



the requirement of a valid trading license. To recapitulate, the bid of the petitioner in WP(C) No. 478 of 2024 (Manaksia Aluminium Company Limited), was rejected on two counts, that is the non-furnishing of a Call Deposit and a valid trading license from the concerned District Council. The petitioner in WP(C) No. 480 of 2024 (M/s Mariem Commerce), was rejected on the ground that a partnership agreement and valid trading license was not submitted and detailed technical specifications not mentioned. Both the rejected bidders however, were not rejected for non-fulfillment of the requirement of registration under ‘Invest Meghalaya’. At this point it would be useful to recall herein, that this Court in the judgment dated 14.10.2024, passed in WP(C) No. 344 of 2024, with regard to the Meghalaya Industrial and Investment Promotion Policy, 2024, had at Paragraphs – 11, 12 and 13 thereof, taken cognizance of the importance of this policy, which had been framed for the economic development of the State and had observed as follows:-

“11. First in the considered view of this Court, it is important to note that the State of Meghalaya launched the MIIPP, a policy document in the year 2024 itself, which was made with the stated objective to foster economic and human capital growth and to harness the State’s optimum potential. The policy document contains the policy roadmap, framework,



policy enablers, implementation, apart from covering other areas under different heads. A holistic perusal of the MIIPP 2024 document, reflects that the policy was designed to provide advantages to investors, to streamline administrative processes and to consolidate multifaceted initiatives under a single platform to promote economic development and employment opportunities in the State. The policy itself at clause 2.5.3 provides for the manner of registration of units which would make them eligible to avail of incentives/subsidies/reimbursements and has classified the manufacturing and service enterprises therein. As such, it is noted that this policy was framed with the deemed objective for the economic development of the State.

12. Coming to the impugned general terms and conditions given in the NIQ, as quoted above, initially the bidding was restricted to local entrepreneurs representing Industries/Units who are reputed manufacturers of aluminum roofing sheets limited to bonafide residents of Meghalaya. This was subsequently changed to include entrepreneurs who are bonafide citizens of India representing Industries/Units under the provision of the Company/Partnership Act, the MIIPP, 2024, preferably having their manufacturing Units/Industries in the State of Meghalaya duly registered under the Factories Act. After these amendments, the petitioner however still harboured grave reservations with regard to the necessity of registration under the MIIPP, and it was argued that



registration was not possible without a bidder having manufacturing facilities in the State of Meghalaya, which effectively made the petitioner an ineligible bidder.

13. Though on the first blush, the contention of the writ petitioner seemed valid, as the stipulated conditions in the NIQ appeared to have restricted the field of bidding to only the registered manufacturers under the MIIPP, however this Court cannot lose sight of the fact that the same had been occasioned, in furtherance of and in pursuance to the adoption of the policy by the State Government, in a matter concerning tender specifications and award of contracts, which is in the realm of commercial transactions. It is settled law that the scope of judicial review in such matters is very limited, and as held by the Supreme Court of India in Airport Authorities of India vs. Centre for Aviation Policy (supra) which followed the decision rendered in Michigan Rubber (India Limited) at para 30 thereof, which is extracted herein below, certain principles have been enunciated.

“30. In the case of Michigan Rubber (India) Ltd. (Supra), after considering the law on the judicial scrutiny with respect to tender conditions, ultimately it is concluded in paragraph 23 as under:

23. From the above decisions, the following principles emerge:

(a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are



amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resource to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government.”

32. The above noted requirement after the corrigenda, stood unamended except the relaxation allowed that the manufacturers or industries preferably were to have units in the State of Meghalaya. This Court in the judgment



quoted above was also aware as to the limitations of judicial review in such commercial matters, as such, had quoted the conditions or principles that were to be taken into consideration before interference in such matters. However, as it is reflected from the materials on record, all the tenderers who are in contention and parties in these writ petitions, did not fulfil this requirement, and the respondent No. 4, on this requirement had only furnished an application for registration. This to the mind of the Court is strange, inasmuch as, this aspect as can be made out had been examined by the respondent tendering authority, which saw no reason to amend or do away with the condition of registration under the MIIPP. On this count, the tender committee seemed to have overstepped its mandate in considering the bidders technically qualified by not insisting on this compliance when the same was an important eligibility criteria in the NIQ, that to, in the absence of any clause of relaxation of the terms and conditions thereof. From the part of the successful bidders and also the State respondents, what has been addressed is only the deficiency in the bid of the writ petitioner in WP(C) No. 478 of 2024, and no mention has been made about the non-submission of the registration under MIIPP by the successful bidders.

33. The minutes of the proceedings of the tender committee held on 20.11.2024, which has been produced by the State respondents annexed at Annexure -7 to the affidavit also is silent on this aspect and records that the



respondents have satisfied all the conditions. The only material findings recorded in these minutes, are the grounds for rejection of the bids of the writ petitioner and the respondent No. 6(M/s Mariem Commerce), and that both the respondents No. 4 and 5, had quoted exactly the same rate at Rs.17,500/- per bundle of aluminium sheets and as such, were both declared qualified as approved suppliers and duly recommended by the tender committee to supply the materials.

34. Reverting back to the amendments made, it is noted that in the corrigendum dated 30.09.2024, an amendment had been inserted in the Financial Bid clause A, whereby instead of the condition, if the rate quoted by the quotationers should be at the same stage, the provision of clause 8 (i) of the Meghalaya Procurement Preference Policy for Micro and Small Enterprises 2020, would be applied, and the decision of the tender committee final and binding, the same had been amended that in such situations, if the rate of the quotationers is in the same stage, the decision of the tender committee would be final and binding. In WP(C) No. 37 of 2025, a pointed challenge has been made by respondent No. 4 (M/s Meghalaya Roofing) as petitioner, that the allocation of work order was not on the decision of the tender committee, but had been made on a decision of the Minister In-charge, as is revealed in Para – 10 of the affidavit filed by the State respondents. In the said affidavit, the State respondents inspite of the stipulation of the



amended NIQ as regard this requirement, have stated that *“The function of the Tender Committee is to approve the bidders. The decision with regard to the allotment of the supply order lies with the head of the department and since the head of department is the Minister, approval has to be sought from such Minister before the supply order is to be issued.”* This averment therefore, in the view of this Court flies in the face of clause A of the Financial Bid, whereby the tender Committee was to be the final authority, in case of two bidders being equal. As such, the decision to allot 75% of the supply order to the respondent No. 5 (Power Roofing) and 25% to the respondent No. 4 (M/s Meghalaya Roofing), does not appear to have been made on any rational basis, considering the fact that both the bids were at par. This also in opinion of the Court, is a decision taken without jurisdiction, notwithstanding the fact that the respondent No. 4, has already accepted the supply order initially under protest, though has now preferred a writ petition against the unequal allocation.

35. This Court has also noted the contention raised by the unsuccessful tenderers on the accepted identical bid amount of Rs.17,500/- per bundle of roofing sheets by the tender committee, which is far above the market rate, thus adversely affecting public revenue and interest. Pointed averments has been made in this regard, that had the Financial Bids of the unsuccessful bidders been opened, this fact would have been clearly exposed. Categorical



statements have also been made in this regard by the petitioners in WP(C) No. 478 and 480 of 2024 that the prevailing rate for such aluminium sheets was Rs.9000/- per bundle, which was the rate quoted by them. This Court though noting these submissions, however, will limit the scrutiny only to the decision-making process on the set parameters.

36. In the case of *Vivek Narayan Sharma & Ors. (Demonetisation Case- 5 J.) vs. Union of India & Ors.* reported in (2023) 3 SCC 1, the scope of judicial review has been exhaustively discussed. It has been held, following the case of *Tata Cellular(supra)*, that the duty of the Court is to confine itself to the question of legality, as to whether a decision-making authority exceeded its powers, committed an error of law, committed a breach of the rules of natural justice, reached a decision which no reasonable tribunal would have reached or abused its powers. The Court thus, is only concerned with the manner in which those decisions had been taken, keeping in mind the principles that have been laid down in the *Tata Cellular* case, wherein at Para – 94 thereof, it has been given as follows:

“94. The principles deducible from the above are :

(1) The modem trend points to judicial restraint in administrative action.

(2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.



(3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.

(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract.

Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

(5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.

Based on these principles we will examine the facts of this case since they commend to us as the correct principles.”

37. On the aspect of the relaxation that has been afforded to the successful tenderers, a judgment, which is relevant for the instant case is ***B.S.N. Joshi***



and Sons Limited vs. Nair Coal Services Limited reported in (2006) 11 SCC 548, at Para – 66 thereof, it has been held as follows:

“66. We are also not shutting our eyes towards the new principles of judicial review which are being developed; but the law as it stands now having regard to the principles laid down in the aforementioned decisions may be summarized as under:

i) if there are essential conditions, the same must be adhered to;

ii) if there is no power of general relaxation, ordinarily the same shall not be exercised and the principle of strict compliance would be applied where it is possible for all the parties to comply with all such conditions fully;

iii) if, however, a deviation is made in relation to all the parties in regard to any of such conditions, ordinarily again a power of relaxation may be held to be existing;

iv) the parties who have taken the benefit of such relaxation should not ordinarily be allowed to take a different stand in relation to compliance of another part of tender contract, particularly when he was also not in a position to comply with all the conditions of tender fully, unless the court otherwise finds relaxation of a condition which being essential in nature could not be relaxed and thus the same was wholly illegal and without jurisdiction;

v) when a decision is taken by the appropriate authority upon due consideration of the tender document submitted by all the tenderers on their own merits and if it is ultimately found that successful bidders had in fact substantially



complied with the purport and object for which essential conditions were laid down, the same may not ordinarily be interfered with;

(vi) the contractors cannot form a cartel. If despite the same, their bids are considered and they are given an offer to match with the rates quoted by the lowest tenderer, public interest would be given priority;

(vii) where a decision has been taken purely on public interest, the court ordinarily should exercise judicial restraint.”

The above quoted judgment has also been followed in the case of *Shobikaa Impex Pvt. Ltd. & Anr. vs. Central Medical Services Society & Ors.* reported in (2016) 16 SCC 233.

38. In the recent case of *Banshidhar Construction Pvt. Ltd. vs. Bharat Coking Coal Ltd. & Ors.* reported in (2024) 10 SCC 273, the Supreme Court while examining the decision-making process and finding the same to be flawed, due to deviation from an essential term of a contract, while summarizing the law with regard to principles of judicial review of administrative action in general and of Government contracts in particular, at Para – 32 and 33 thereof, on the question of an agreement having already been entered into in Para – 37 had held as follows:

“37. The submissions made by the learned counsel for the respondents that the project in question being infrastructure



project and also one of the mega projects, this Court may not interfere more particularly in view of the fact that agreement has already been entered into between the respondent BCCL and the Special Purpose Vehicle of Respondent 8, cannot be accepted, when we have found that the impugned decision of the respondent BCCL was grossly arbitrary, illegal, discriminatory and violative of Article 14 of the Constitution of India. As held earlier, the Government bodies/instrumentalities are expected to act in absolutely fair, reasonable and transparent manner, particularly in the award of contracts for mega projects. Any element of arbitrariness or discrimination may lead to hampering of the entire project which would not be in the public interest.”

39. In the light of the above noted judgments, reverting back to the case at hand, what is clearly discernable or rather apparent, is that the tender committee, firstly ignored Clause 6 of the General Terms and Conditions regarding ‘Invest Meghalaya’ registration, inasmuch as, the respondents No. 4 and 5 though lacking the required registration, were still awarded the contract. This requirement it is noted, was never amended in the NIQ by the corrigenda that had been issued amending other clauses, which implies and underlines the importance of this clause. Another glaring irregularity is on the apportionment of the quantity of supply between respondents No. 4 and 5 at 25% and 75% respectively of the contract worth Rs.69 Crores. As observed earlier, Clause A of the Financial Bid had been amended to meet



the situation, wherein if the same rate is quoted by the tenderers, the decision of the tender committee would be final and binding, but however, the respondents have stated on affidavit, that this apportionment had been done at the instance of the Minister In-charge, which clearly shows that the tender committee itself had violated a crucial clause of the NIQ by abdicating its authority.

40. As such, in view of the patent flaws in the decision-making process by the tender committee, which has resulted in procedural impropriety, compromised fairness and transparency, which is reflected in the minutes of the proceedings of the tender committee held on 20.11.2024, this Court though not sitting in appeal over the decision of the tender committee is constrained to hold that the tender process adopted by the respondents suffers from arbitrariness, procedural impropriety and also in violation of Article 14 of the Constitution of India.

41. In view of the findings arrived at, it is also necessary to put on record that the writ petitioner (Manaksia Aluminium Company Limited) in WP(C) No. 478 of 2024, and M/s Mariem Commerce (petitioner) in WP(C) No. 480 of 2024, also are on the same boat, as they are also lacking in the eligibility criteria. Thus, as all the tenderers for the contract did not meet the eligibility criteria, the tender committee in all fairness should have cancelled the entire process, instead of going beyond its mandate in relaxing the eligibility when



there existed no relaxation clause, and also abdicating its authority with regard to the allocation of the supply order in unequal amounts between the successful bidders.

42. The judgments placed by the State respondents, in view of the discussions made hereinabove, are of no assistance to their case. For instance, in the case of *Afcons Infrastructure Ltd.(supra)*, at Paras – 11-13 thereof, the Supreme Court made it clear that Courts should not interfere with how a project owner or employer accepts or rejects a tender or bid, unless there is clear evidence of bad faith, favouritism or extreme unfairness. Similarly, in the case of *Jagdish Mandal(supra)*, at Para – 22 thereof, it has been held that Courts should not interfere in Government contract or tender decisions, unless there is clear evidence of dishonesty, bias or extreme unfairness. In the instant matter, however, the State respondents having failed to demonstrate that the tender process was fair and transparent, and the tender or decision-making process, showing clear signs of arbitrariness and irrationality, this Court is constrained to interfere with the same.

43. As a footnote, in the considered view of this Court, it is also necessary to record an observation with regard to the requirement of a trading license before allotment of works to non-tribal traders/contractors and suppliers. Though, undoubtedly a Trading Licence is a mandatory requirement for non-tribal traders/contractors and suppliers under the ‘Trading by Non-Tribals



Regulation’, which has been enacted by all the three Autonomous District Councils, however, in its implementation, it would be gainful to refer to a circular being No. DCA.36/91/323 dated 24.06.2015, issued by the District Council Affairs Department of the Government of Meghalaya, which is reproduced in its entirety below and should serve as a guide in framing this condition or requirement in future NIT’s or NIQ’s.

**GOVERNMENT OF MEGHALAYA
DISTRICT COUNCIL AFFAIRS DEPARTMENT**

No. DCA.36/91/323

Dated Shillong, the 24th June, 2015.

***From:- Smti. E.M. Lyngdoh,
Under Secretary to the Govt. of Meghalaya.***

To

- 1) All Administrative Department.***
- 2) All Heads of Department.***

***Subject:- Requirement of Trading License before allotment of works to
the Non-Tribal Traders/Contractors/Suppliers***

Sir,

***In suppression of this Department’s letters No.DCA.36/91/56
dated 26th May, 1994 and No.DCA.36/91/82 dated 26th August, 1994, I am
directed to say that under the “Trading by Non-Tribals Regulations” enacted
by all the 3(three) District Councils in the State under Paragraph 10 of the***



Sixth Schedule to the Constitution of India, Non-Tribals are banned from carrying out any trade or business or rendering any service of profit within the territorial jurisdiction of the respective Autonomous District Councils without a valid trading license issued by the District Council concerned. This also includes all trading or businesses or rendering of any service for profit by the Non Tribals with the State Government of Meghalaya, Central Government Offices and Organizations, and offices and organizations of other State Government and Union Territories located within the Sixth Schedule areas of the respective District Councils.

In view of the above, you are requested not to allot any work to the Non-Tribal Contractors/firms/Companies/Suppliers/Stockist/Bonded Warehouse/Private Carriage Contractors/Co-operative Societies etc. except under a valid Trading License issued by the respective District Council.

Submission of tender paper does not fall under trade as per the Act. However, if a Non-tribal becomes a successful bidder he has to furnish trading license from the concerned District Council before any work involving trade is issued to him.

It is also clarified that if the execution of work or supply is within the Schedule areas of the State, trading License from the concerned District Council is to be insisted upon irrespective of the location of the registered office/establishment of the parties to the contract.

The above may kindly be brought to the notice of all the subordinate officers under your control with the direction that they should strictly adhere to the instructions.

Yours faithfully,

*Under Secretary to the Govt. of Meghalaya
District Council Affairs Department*



Memo No. DCA.36/91/323(A)

Dated Shillong, the 24th June, 2015.

Copy forwarded to:

- 1. The P.S. to Chief Minister for information of the Chief Minister.*
- 2. The P.S. to Minister, District Council Affairs Department for information.*
- 3. Director, Indian Council of Agricultural Research, ICAR Research Complex for NEH Region, Umroi Road, Meghalaya-793103 with reference to his letter No.RC/EC/237-NAIP/Agril Engg/2013-14 dated 25th March, 2014.*
- 4. The Secretary, Executive Committee, Khasi Hills Autonomous District Council, Shillong.*
- 5. The Secretary, Executive Committee, Garo Hills Autonomous District Council, Tura.*
- 6. The Secretary, Executive Committee, Jaintia Hills Autonomous District Council, Jowai.*

By order etc.,

*Under Secretary to the Govt. of Meghalaya,
District Council Affairs Department.*

(Emphasis supplied)



44. As per the above noted circular, submission of a tender paper does not fall under trade as per the Act, but if a non-tribal becomes a successful bidder, a trading license issued from the concerned District Council before any work involving trade is issued is necessary.

45. Though it is settled law that a writ court should refrain or restrain itself from interfering in tender matters, and the principles of equity should not be brought into play, however, taking into consideration the entire facts and circumstances of the case at hand, judicial review of the decision-making process is warranted to interfere with the arbitrary and illegal manner of award of the contract.

46. Accordingly, for the reasons aforementioned, the entire tender process pursuant to the NIQ dated 10.09.2024, is hereby set aside. The consequential work orders issued to the respondents No. 4 and 5 therefore, shall accordingly also stand cancelled. However, keeping in mind that the matter concerns the providing of free roofing sheets to Below Poverty Line families, which is vital to their shelter and well-being and in the greater public interest, the State respondents are directed to immediately float a fresh NIQ, citing clear and unambiguous requirements in the terms and conditions thereof, and further endeavor to complete the entire process preferably within a period of 3(three) months from the date of this order.



47. This batch of writ petitions as ordered above, accordingly stand closed and disposed of, leaving the parties to bear their own costs.

Judge

Meghalaya
08.05.2025
"D.Thabah-PS"