



**HIGH COURT OF TRIPURA  
AGARTALA**

**WP(C) No.193 of 2026**

Shri Sudip Kumar Roy, Son of Lt. Nikunja Bihari Roy, Owner of sole proprietorship concern "Shree Guru Bandhu Drugs", At 77-A Laxmi Bari Road, by Lane Shri Krishna Mandir, Banamalipur, West Tripura, Agartala-799001.

..... Petitioner(s).

**V E R S U S**

1. The State of Tripura, represented by the Secretary, Dept. of Health & Family Welfare, New Secretariat Complex, Agartala, West Tripura.
2. The Director of Health Services, Government of Tripura, P.N. Complex, Gurkhabasti, Agartala, Tripura (West)-799006.

.....Respondent(s).

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| For Petitioner(s) | : Mr. Gautam Kumar Nama, Advocate.                                                                            |
| For Respondent(s) | : Mr. S.M. Chakraborti, Advocate General,<br>Mr. Karnajit De, Addl. G.A.,<br>Ms. Pinki Chakraborty, Advocate. |

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**HON'BLE THE CHIEF JUSTICE MR. M.S. RAMACHANDRA RAO  
HON'BLE MR. JUSTICE BISWAJIT PALIT**

CAV reserved on : **09.04.2026.**

Judgment delivered on : **08.05.2026.**

Whether fit for reporting : **NO.**

**JUDGMENT & ORDER**

***(M.S. Ramachandra Rao, C.J.)***

1) Heard Mr. Gautam Kumar Nama, counsel appearing for the petitioner and Mr. S.M. Chakraborti, learned Advocate General assisted by Mr. Karnajit De, Addl. Government Advocate appearing for the respondents-State.

2) The petitioner is a permanent resident of Agartala, Tripura and is engaged in the business of supply of medicine, medical equipment, devices etc.



3) The Department of Health and Family welfare of the State of Tripura (respondent no.1) through the Director of Health Services, Govt. of Tripura (Respondent no.2) had issued an e-tender vide No.5-II(1)/Store/ Med/ DHS/2026-27 dt.28.11.2025 for procurement of certain medicines .

4) In Section III (Eligibility of Bidder) of the said e-tender, the respondents had imposed two conditions regarding eligibility of bidders. They were:

(a) *A manufacturer or importer is only eligible to participate in the e-tender.*

(b) *If authorised distributor is engaged by the manufacturer or importer for execution of supply, the authorized distributor of the bidder must be from Tripura and payment/bill/supply order will be done in favour of the bidder (manufacturer or importer).*

5) Challenging the said conditions, the petitioner filed this Writ Petition.

6) Petitioner contends that restricting participation to only manufacturers/importers and permitting distributors to bid but mandating that all payments/bills be processed only in favour of manufacturers/importers are arbitrary, illegal and violative of Art.14 , Art.19(1) (g) of the Constitution of India and create a monopoly in favour of large scale manufacturers. He contends that the identity of the bidder (Manufacturer vs. Authorised distributor) does not affect the quality of the product. According to him, any condition that artificially restricts participation to a specific seller is manifestly arbitrary. By excluding authorised distributors from direct participation and



payment, the respondents have created an uneven playing field that favours large scale manufacturers over established local businesses.

7) The petitioner had got issued a legal notice of respondents on 31.6.2025 raising the above concerns seeking amendment of tender conditions and the respondents replied on 19.1.2026 denying the allegations of petitioner and declining to amend the tender conditions in the manner sought by petitioner.

8) The respondents contend that the Health Department, being highly concerned about public health, has been consistently inviting tenders only from Manufacturers/Importers to ensure uncompromising quality, improved cost benefit, high quality control and direct accountability; and certain other States like Kerala, Chattisgarh and Assam also follow the same procedure.

9) Heard the counsel for the petitioner and the learned Advocate General for the respondents.

10) The scope of judicial review with regard to tender conditions was considered in *M/s Michigan Rubber (India) Ltd. Vs State of Karnataka and others*<sup>1</sup>.

The Supreme Court held that 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; that certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor

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<sup>1</sup> (2012) 8 SCC 216



has the capacity and the resources to successfully execute the work; and if the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, interference by Court is very restrictive since no person can claim fundamental right to carry on business with the Government.

It held that a Court before interfering in tender or contractual matters, in exercise of power of judicial review, should pose to itself the following questions;

- (i) *whether the process adopted or decision made by the authority is mala fide or intended to favour someone; or whether the process adopted or decision made is so arbitrary and irrational that the court can say: “the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached”? and*
- (ii) *whether the public interest is affected.*

It held that if the answers to the above questions are in negative, then there should be no interference under Article 226.

11) In ***Union of India Vs. Bharat Forge Limited***<sup>2</sup> this principle was reiterated and it was held that the terms of the invitation to tender are not open to judicial scrutiny and the courts cannot whittle down the terms of the tender as they are in the realm of contract unless they are wholly arbitrary, discriminatory or actuated by malice.

12) Applying the parameters for judicial review as above, we do not find anything arbitrary or illegal in the prescription of the impugned conditions in the e-tender by the respondents.

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<sup>2</sup> (2022) 17 SCC 188



13) It cannot be said that the justification offered by the respondents i.e., that restricting the bidding only to manufacturers/importers to ensure uncompromising quality, improved cost benefit, high quality control and direct accountability, is whimsical or arbitrary. It cannot be said that this condition is unreasonable and that no responsible authority could have reached. In fact the stand taken is consistent with protection of general public from harm and is undoubtedly in public interest.

14) Once the first condition is upheld, and it is held that there is no arbitrariness in restricting the bidders to manufacturers/importers and consequently the petitioner, who does not fall in this category and is a mere distributor, is ineligible to participate in the e-tender, it is unnecessary to go into the validity of the second condition (*If authorised distributor is engaged by the manufacturer or importer for execution of supply, the authorized distributor of the bidder must be from Tripura and payment/bill/supply order will be done in favour of the bidder (manufacturer or importer).*)

15) Therefore, we find no merit in the Writ Petition and it is accordingly dismissed. No costs.

16) Pending application(s), if any, also stands disposed of.

**(BISWAJIT PALIT, J)**

**(M.S. RAMACHANDRA RAO, CJ)**