

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

...

WP(C) No. 2269/2026

Reserved on: 24.07.2026

Pronounced on: 30.07.2026

Uploaded on: 30.07.2026

Whether the operative part or full
Judgment is pronounced: **Full**

Sukhpuneet Singh

.....Petitioner(s)

Through: Mr. Ajay Vaid, Advocate

Versus

Jammu Development Authority
and Anr.

.....Respondent(s)

Through Mr. Atul Verma, Advocate

CORAM: HON'BLE MR. JUSTICE RAJNESH OSWAL, JUDGE

JUDGMENT

1. In terms of e-NIT No. JDA-1/2024-25/E-NIT/225 dated 22.07.2024 issued by respondent No. 2, bids were invited for the allotment of the contract for collection of parking charges at the JDA parking lots situated at Rail Head Complex, Jammu; Bahu Plaza Shopping Complex- Blocks A-1, A-2, B-1 and B-2; Yard No. 13 in front of Vishal Mega Mart; Yard No. 07 near the LIC Office and roadside; near the J&K Bank Zonal Office and the IB Parking near the SAIL Office.
2. The case projected by the petitioner in the present petition is that, in the year 2024, a similar tender was floated for execution of the contract for collection of parking charges and one Shri Anil Charak, being the highest bidder, was awarded the contract. However, the parking space

i.e. IB Parking near the SAIL Office, was not handed over to the said contractor. It is contended that the office of the Intelligence Bureau (IB) is situated adjacent to the said parking area and that the vehicles belonging to the CRPF and other security agencies have been parked there. In this regard, the previous contractor continued to make representations to the respondents, pursuant to which there were *inter se* communications between the previous contractor and the official respondents, and ultimately the contractor filed a petition under Section 9 of the Arbitration and Conciliation Act.

3. The petitioner has assailed the e-NIT (supra) on the ground that, although he intends to participate in the tender process initiated thereunder, but the respondents have again included the IB Parking slot near the SAIL Office in the tender. The petitioner contends that the said parking area has not been made available for commercial utilization, as it continues to be occupied and used by vehicles belonging to the CRPF and other security personnel
4. Through the medium of the present petition, the petitioner seeks modification of the impugned e-NIT by excluding the slot pertaining to the IB Parking near the SAIL Office, Rail Head Complex, Jammu, and by rationalizing the parking collection rates and the period of the contract through the issuance of a writ of mandamus.
5. Mr. Ajay Vaid, learned counsel appearing for the petitioner, has reiterated the submissions made in the writ petition, as noticed hereinabove. It is, however, argued that the respondents, having failed to hand over the said parking slot to the previous contractor, ought not

to have included the same in the present tender without first resolving the issue. Learned counsel submitted that the inclusion of the said parking slot renders the tender commercially unviable and discourages genuine bidders from participating in the tender process.

6. *Per contra*, Mr. Atul Verma, Advocate, appearing vice Mr. Adarsh Sharma, learned Senior Advocate for the respondents, submitted that the petitioner has no vested right to challenge the e-NIT impugned in the present writ petition. It is contended that the petition, in fact, has been filed at the behest of the previous contractor, namely, Shri Anil Charak, who had instituted proceedings under Section 9 of the Arbitration and Conciliation Act.
7. Heard learned counsel for the parties and perused the record.
8. The record depicts that the petitioner had earlier filed WP(C) No. 1884/2026 challenging the communication dated 09.07.2026, whereby bids were invited for collection of parking charges for JDA parking slots at Bahu Plaza Shopping Complex and Rail Head Complex, Jammu. In the said writ petition, learned counsel for the respondents submitted that no bidder had participated in the tender process. Accordingly, learned counsel for the petitioner sought time to seek instructions. Thereafter, it appears that the respondents issued a fresh e-NIT, which has been impugned in the present writ petition.
9. The petitioner does not allege that the terms of the impugned tender have been tailor-made to confer an undue benefit on any specific party. Furthermore, the petitioner cannot seek issuance of writ of mandamus directing the respondents to modify the impugned e-NIT by excluding

the IB Parking slot near the SAIL Office, Rail Head Complex, Jammu, solely on the premise that it is occupied by security personnel. Whether to participate in the tender process is a decision entirely at the option of the petitioner. That no bids were submitted under the preceding e-NIT for identical reasons is an administrative consideration falling exclusively within the domain of the respondents to address. In the event the present e-NIT likewise yields no response, the respondents may take such recourse as deemed fit. Nevertheless, this Court, exercising extraordinary writ jurisdiction, cannot dictate or alter the tender conditions as sought. The petitioner is merely a prospective bidder and has raised no actionable plea that the impugned conditions are arbitrary, mala fide, discriminatory, or designed to favour any particular party. In **“Meerut Development Authority v. Assn. of Management Studies”**, (2009) 6 SCC 171, the Hon’ble Apex Court has held as under:

“What is the nature of rights of a bidder participating in the tender process?”

26. A tender is an offer. It is something which invites and is communicated to notify acceptance. Broadly stated it must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. **The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available in cases where it is established that the terms of the invitation to tender were so tailor-made to suit the convenience of any particular person with a view to eliminate all others from participating in the bidding process.**

27. The bidders participating in the tender process have no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner and free from hidden agenda. One cannot challenge the terms and conditions of the tender except on the abovestated ground, the reason being the terms of the invitation to

tender are in the realm of the contract. No bidder is entitled as a matter of right to insist the authority inviting tenders to enter into further negotiations unless the terms and conditions of notice so provided for such negotiations.

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29. The Authority has the right not to accept the highest bid and even to prefer a tender other than the highest bidder, if there exist good and sufficient reasons, such as, the highest bid not representing the market price but there cannot be any doubt that the Authority's action in accepting or refusing the bid must be free from arbitrariness or favouritism.

(emphasis added)

10. In view of the foregoing discussion, no case for interference is made out. The present writ petition is found to be misconceived and, accordingly, the same is dismissed.

(Rajnish Oswal)
Judge

Jammu
30.07.2026
Karam Chand

Whether approved for reporting: Yes/No

