

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

WP(C) 1534/2026 CM(3996/2026)

C/W

WP(C) 1217/2023

M/S GOUSIA FAYAZ

...Appellant(s)/Petitioner(s)

Through: Mr. Aasif Maqbool, Advocate

Vs.

**UNION TERRITORY OF J AND K AND
OTHERS (HEALTH AND MEDICAL
EDUCATION)**

...Respondent(s)

Through: Mr. Faheem Nisar Shah, GA

CORAM:

HON'BLE MS. JUSTICE MOKSHA KHAJURIA KAZMI, JUDGE.

JUDGMENT (ORAL)

04.08.2026

1. Since both the writ petitions have been instituted by the same petitioner and involve substantially identical questions of fact and law, arising out of the same set of circumstances, they are being taken up together adjudication.

WP(C) 1217/2023:

2. By way of the instant petition, the petitioner has prayed for the following reliefs:

- I. Issue a writ in the nature of certiorari, quashing the impugned bid document bearing No. GEM/2023/B/3415527 dated 06.05.2023.*
- II. Issue a writ in the nature of mandamus, directing the respondents to allow the petitioner to continue and complete the contract time frame of two years as envisaged by NIT dated 10.09.2020 from the date of execution of contract pursuant to letter of allotment bearing No. SIMS 325 31/2019-822-32 dated 28.04.2022.*

3. Vide order dated 19.05.2023, this Court has ordered as under:

“In the meantime, subject to objections and till next date of hearing before the Bench, there shall be order of status

quo with regard to the petitioner providing sanitation services to the SKIMS”.

4. Learned counsel for the petitioner submits that, pursuant to the e-NIT dated 10.09.2020, an allotment order was issued in favour of the petitioner for a period of one year vide allotment letter dated 28.04.2022. It is further submitted that, in terms thereof, the petitioner was permitted to execute the contract till the year 2024.
5. Mr. Faheem Nisar Shah, learned Government Advocate appearing for the respondents submits that the petitioner has executed the work beyond the stipulated period of allotment dated 24.08.2022 and is still continuing to provide sanitation services at SKIMS, Soura, Srinagar. It is, therefore, contended that the grievance projected by the petitioner no longer survives for consideration and, consequently, the instant writ petition has rendered infructuous.
6. Learned counsel for the petitioner admits that the writ petition has rendered infructuous, but the interim order dated 19.05.2023, whereby the respondents were directed to maintain *status quo* with regard to the petitioner to continue to provide sanitation services at SKIMS, is still in operation. It is contended that, in terms of the said interim order, the respondents are under an obligation to seek leave of this Court before issuing any fresh tender notice.
7. In view of the foregoing discussion and in light of the submissions made by learned counsel for the parties, the instant writ petition is dismissed as having been rendered infructuous.

8. By way of the present petition, the petitioner has prayed for the following reliefs:

- I. *By issuance of writ, order or direction one in the nature of Certiorari quashing e-Tender bearing eNIT No. 03 (P-II) of 2026 dated 19.06.2026, issued by respondent No. 2 for outsourcing of sanitation and housekeeping services at Sher-i-Kashmir Institute of Medical Sciences (SKIMS), Soura Srinagar.*
- II. *By issuance of writ, order or direction one in the nature of mandamus commanding the respondents to take the GeM tender process initiated vide Bid No. GEM/2024/B/5565055 dated 07.11.2024, culminating in Reverse Auction No. GEM/2025/R/540868, wherein the petitioner emerged as the L-1 bidder, to its logical conclusion by finalizing and operationalizing the same in accordance with law.*
- III. *By issuance of writ, order or direction one in the nature of mandamus commanding the respondents to permit the petitioner to continue rendering sanitation and housekeeping services at Sher-i-kashmir Institute of Medical Sciences (SKIMS), Soura, Srinagar till the GeM tender process referred to hereinabove is finalized and operationalized in accordance with law.*
- IV. *Pending disposal of the present writ petition, direct the respondents to maintain status quo with regard to the sanitation and housekeeping services presently being rendered by the petitioner and restrain them from disengaging the petitioner or replacing him by any other agency pursuant to the impugned e-Tender.*
- V. *Pass any other writ, order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.*

9. Petitioner is aggrieved of the e-NIT No. 03 (P-II) of 2026 dated 19.06.2026 issued by respondent No. 2, whereby bids have been invited for “*Outsourcing of sanitation and housekeeping service at Sher-i-Kashmir Institute of Medical Sciences (SKIMS), Soura, Srinagar [hereinafter referred to “SKIMS”] on quality cum cost basis*”.

10. It is stated that the petitioner is a civil contractor having expertise in providing outsourced sanitation services. In the year 2020, respondent No. 2 issued e-NIT dated 10.09.2020, inviting bids for outsourcing sanitation

services at SKIMS, Srinagar. The petitioner, along with other bidders, participated in the tendering process and was declared the successful bidder. Consequently, the work was allotted to the petitioner vide allotment order dated 28.04.2022. It is further stated that, in terms of Clause 2 of the NIT, the contract was to remain in force for a period of two years. However, the respondents restricted the tenure of the petitioner's contract to one year, thereby compelling the petitioner to approach this Court by filing WP(C) No. 1217/2023, challenging Bid Document No. GEM/2023/B/3415527 dated 06.05.2023 and also to seek a direction to the respondents to permit the petitioner to continue and complete the contractual period of two years as envisaged under the e-NIT dated 10.09.2020.

11. This court vide order dated 19.05.2023 in WP(C) 1217/2023 has directed as under:

“In the meantime, subject to objections and till next date of hearing before the Bench, there shall be order of status quo with regard to the petitioner providing sanitation services to the SKIMS”.

12. Upon the expiry of the contractual period of two years, the respondents floated a GeM Bid bearing No. GEM/2024/B/5565055 dated 07.11.2024 for outsourcing sanitation and housekeeping services at SKIMS, Soura. The petitioner, being fully eligible, also participated in the said tendering process. Upon the conclusion of the Reverse Auction bearing RA No. GEM/2025/R/540868, the petitioner emerged as the L-1 bidder, however, despite the petitioner having been declared the lowest successful bidder, the respondents neither finalized nor operationalized the said GeM tender till date. Respondents, however, have allowed the petitioner to continue to execute the said work till date.

13. It is further stated that, vide communication dated 18.11.2025, the respondents granted an extension in favour of the petitioner for providing sanitation and housekeeping services up to 31.10.2025 or till a fresh arrangement is finalized by SKIMS, Srinagar, whichever is earlier.
14. The petitioner has challenged the impugned e-NIT No. 03 (P-II) of 2026 dated 19.06.2026 primarily on the ground that, having participated in the tendering process initiated vide GeM Bid No. GEM/2024/B/5565055 dated 07.11.2024 and having been declared the L-1 bidder, the respondents were under a legal obligation either to finalize and allot the contract in favour of the petitioner or to cancel the said tender in accordance with law. It is contended that the respondents have neither cancelled the tender notification dated 07.11.2024 nor have taken any decision with regard to the award of the contract thereunder, and, in the meantime, have proceeded to issue the impugned e-NIT dated 19.06.2026.
15. Learned counsel for the petitioner has vehemently argued that the respondents have issued the impugned e-NIT dated 19.06.2026 without taking any decision with respect to the GeM Bid dated 07.11.2024, wherein the petitioner was declared the L-1 bidder. He has relied upon the judgment delivered in case titled “*Subodh Kumar Singh Rathour Vs Chief Executive Officer & Ors.*”, reported as AIR 2024 SC 3784.
16. Per contra, learned counsel for the respondents has filed an affidavit in terms of order dated 06.07.2026, wherein it is stated:

“3. That it is respectfully submitted that pursuant to the earlier GeM bid No. GEM/2024/B/5565055 dated 07.11.2024, fifty-one 51 bids were received under the prescribed two-cover system. Upon technical evaluation, only two bidders, including the petitioner, were found technically responsive. Thereafter, the financial bids were opened on 04.09.2025 and the reverse auction concluded on 08.09.2025.”

4. That it is respectfully submitted that during the intervening period, SKIMS undertook a comprehensive review of its sanitation and housekeeping requirements. Upon detailed deliberations at various administrative levels and after examining the sanitation management practices followed in reputed tertiary care hospitals of similar stature, a conscious administrative and policy decision was taken to shift from the conventional Least Cost (L-1) procurement system to the Quality-cum-Cost Based Selection (QCBS) model. The decision was taken solely in the larger public interest with the objective of improving sanitation standards, strengthening hospital infection control measures, ensuring scientific cleaning protocols, proper biomedical waste segregation, deployment of trained manpower, and provision of cleaning agents, disinfectants and other hygiene-related consumables, thereby enhancing patient care and hospital hygiene.

5. That it is respectfully submitted that for implementation of the aforesaid policy decision, the competent authority constituted a Committee comprising senior officers to examine the feasibility, specifications, financial implications and operational modalities relating to High-Tech Sanitation Services. The decision to adopt the QCBS model was thus founded entirely upon administrative necessity and public interest and not upon any extraneous consideration.

6. That it is respectfully submitted that pursuant to the aforesaid policy decision, SKIMS initially floated e-NIT No. SIMS 07 (P-II) of 2025 dated 06.10.2025 under the QCBS model. Although five bidders participated, the tender could not be finalized due to technical reasons. Significantly, the petitioner neither questioned nor challenged the said tender at any stage.

7. That it is respectfully submitted that thereafter the impugned e-NIT No.03 (P-II) of 2026 dated 19.06.2026 came to be issued. The petitioner participated in the pre-bid meeting held on 25.06.2026, signed the attendance register and did not raise any objection whatsoever regarding the tender conditions, evaluation methodology or adoption of the QCBS model.

8. That it is respectfully submitted that in response to the impugned tender, eleven (11) agencies, including the petitioner, submitted their bids. The petitioner voluntarily submitted his bid vide Bid ID No. 2834447 after accepting all the terms and conditions of the tender document. The technical bids were opened on 09.07.2026.

9. That it is respectfully submitted that having voluntarily participated in the pre-bid meeting and thereafter submitted

his bid with full knowledge of the terms and conditions of the impugned tender, the petitioner is estopped from challenging the very same tender process. The petitioner cannot be permitted to approbate and reprobate simultaneously or blow hot and cold by participating in the tender process while simultaneously questioning its legality before this Hon'ble Court. Such conduct disentitles the petitioner from invoking the discretionary writ jurisdiction of this Hon'ble Court.

10. That it is respectfully submitted that pending finalization of the revised procurement model, it was considered administratively necessary to continue the petitioner's existing contract purely as an interim arrangement so as to avoid disruption of essential sanitation services in the Institute. Such continuation was only on the existing terms, conditions and rates and did not confer any vested or enforceable right upon the petitioner for award of any future contract.

11. That it is respectfully submitted that mere emergence as the lowest bidder in a reverse auction in the earlier bid dated 07.11.2024 does not create any vested or enforceable right to claim award of contract. The competent authority always retains the power to review, modify cancel or re-tender a procurement process in larger public interest. The petitioner's claim that the earlier tender necessarily ought to have culminated in award of contract is wholly misconceived. ...

12. That it is respectfully submitted that SKIMS had earlier floated e-NIT No. SIMS 20 (P-II) of 2020 dated 10.09.2020 under the conventional L-1 procurement system wherein the petitioner emerged as the successful bidder and was awarded the contract vide Allotment Order No. SIMS-325 dated 28.04.2022 for a period of one year, valid up to 27.04.2023.

13. That it is respectfully submitted that before expiry of the said contract, SKIMS initiated a fresh procurement process through GeM Bid No. GEM/2023/B/3415527 dated 06.05.2023.

14. That it is respectfully submitted that before the said tender could be finalized, the petitioner filed WP(C) No.1217/2023 seeking continuation of the contract for the entire period of two years contemplated under the original tender. This Hon'ble Court vide order dated 19.05.2023 directed maintenance of status quo, which was duly complied with by SKIMS. Consequently, the GeM tender dated 06.05.2023 could not proceed further and the bid validity expired during pendency of the proceedings.

15. That it is respectfully submitted that after the petitioner had already availed the relief sought by him by completing the contractual period of two years and even thereafter continued

under administrative extensions, the matter was examined by the Additional Secretary (Law), SKIMS, who vide legal opinion dated 08.06.2024 observed that the petitioner had already availed the relief claimed in the writ petition and that no legal embargo existed for issuance of a fresh Notice Inviting Tender. The said opinion was thereafter referred to the Department of Law, Justice and Parliamentary Affairs, Government of Jammu and Kashmir, which endorsed the said opinion and advised SKIMS to proceed with issuance of a fresh tender in accordance with law.

16. That it is respectfully submitted that accordingly, the present procurement process has been initiated pursuant to an independent administrative policy decision to introduce a QCBS-based sanitation system in the larger public interest and has absolutely no nexus with the issues involved in WP(C) 1217/2023.

17. That it is respectfully submitted that the petitioner's contract was extended from time to time purely as an interim administrative arrangement to ensure continuity of essential sanitation services till finalization of the revised procurement process. Every extension order specifically stipulated that it would remain operative only till finalization and operationalization of the fresh arrangement or until further orders, whichever was earlier. Such extensions neither constituted a fresh contract nor created any legitimate expectation or vested right in favour of the petitioner.

18. That it is respectfully submitted that no assurance, promise or commitment was ever extended by SKIMS that the contract would necessarily be awarded to the petitioner. The continuation orders merely permitted continuation of services in public interest and cannot be construed as any assurance regarding future allotment.

19. That it is respectfully submitted that the allegations of mala fides, arbitrariness, favoritism, bias or colourable exercise of power are wholly false, vague and unsupported by any material whatsoever. The petitioner has not disclosed the identity of any alleged beneficiary nor placed any material on record to substantiate such allegations. On the contrary, the petitioner himself continues to provide sanitation services under interim extensions and has never been displaced by any other agency.

20. That it is respectfully submitted that the petitioner has failed to establish violation of any statutory, contractual or constitutional right. The entire writ petition proceeds on the erroneous assumption that mere emergence as an L-1 bidder confers an indefeasible right to award of contract, which

proposition is contrary to the settled principles governing public procurement.

21. That it is respectfully submitted that the petitioner has also suppressed material facts from this Hon'ble Court by concealing that he participated in the pre-bid meeting, accepted the terms and conditions of the impugned tender, voluntarily submitted his bid without any protest and never challenged the earlier QCBS tender floated by SKIMS.

17. Learned counsel for the respondents has relied upon judgment dated 15.12.2023 passed in WP(C) 2108/2022 titled “*Ghulam Qadir Bhat & Anr. Vs. UT of J&K & Ors.*”, wherein it has been held that the tender is only an invitation to offer and the other party makes an offer pursuant to the invitation to offer, as such, it is not obligatory to the authority issuing tender to accept the offer and no right is created on the basis of merely being L-1. He submits that the respondents were well within their right to cancel the tender before the acceptance was made and a right would only be arisen when a contract comes into existence. He further submits that the invitation to offer merely invites the other party to make negotiations. This offer was yet to be accepted by the respondents for a contract to come into existence which could be enforceable for the parties. It is a well settled position of law that merely by participating in the tender, no right is created in favour of the bidder and the tenderer cannot be precluded from its option to cancel the tendering process on any grounds. The tendering process, thus, can be cancelled at any stage before finalization and issuance of letter of acceptance as there was no concluded contract between the parties. Thus, the legitimate expectations on the petitioners having altered their positions on the basis of being declared L1 has no significance as there was no contract between the parties.

18. Mr. Faheem Nisar Shah, learned Government Advocate has submitted that the petitioner had approached this Court by way of WP(C) 1217/2023,

wherein this Court on 19.05.2023, had directed to maintain status quo with regard to the petitioner providing sanitation services to the SKIMS and resultantly bid document bearing No. GEM/2023/B/3415527 dated 06.05.2023 was put on hold and another tender notification bearing No. GEM/2024/B/5565055 dated 07.11.2024 was issued by the respondents, wherein the petitioner participated and was declared as L-1, however on the basis of detailed deliberations on various administrative levels and after examining the sanitation practices, decision was taken by the respondent authorities to shift from the conventional Least Cost (L-1) procurement system to the Quality-cum-Cost Based Selection (QCBS) model to strengthen the quality control with respect to the sanitation services. Resultantly, tender bid notification bearing No. GEM/2024/B/5565055 dated 07.11.2024 was put on hold. He further submits that respondents had also issued tender bid notification dated 06.10.2025 under QCBS model, in which the petitioner never participated, however the same could not be finalized due to technical reasons. He has further submitted that the petitioner is continuously executing the sanitation works since 2022 till date and pursuant to the impugned tender notification dated 19.06.2026, petitioner has not only participated in pre-bid meeting on 25.06.2026 but has also uploaded the requisite documents on 07.07.2026. Moreover, the petitioner has concealed the fact of participating in the pre-bid meeting at the time of filing this petition.

19.Mr. Aasif Maqbool, learned counsel for the petitioner submits that the documents in terms of the impugned eNIT dated 19.06.2026 have been uploaded after approaching this Court.

20.Heard learned counsel for the parties, considered the submissions and perused the material on record.

21. The main grievance of the petitioner is to the extent that the petitioner had participated in the notification bearing No. GEM/2024/B/5565055 dated 07.11.2024, wherein he was declared as L-1, however, despite that neither the said notification dated 07.11.2024 has been cancelled nor any decision has been taken by the authority till date. The respondents were under an obligation to allot the contract to the petitioner in terms of notification bearing No. GEM/2024/B/5565055 dated 07.11.2024. Respondents have stated in their affidavit that in order to improve and strengthen the quality control of the sanitation services, the tender notification dated 07.11.2024 was done away with and another tender dated 06.10.2025 was issued, wherein neither the petitioner participated nor has shown any grievance with respect to the same. In the impugned tender notification dated 19.06.2026, petitioner has not only participated in the pre-bid meeting on 25.06.2026 but also uploaded the requisite documents on 07.07.2026, as such, the petitioner has no right to approach this Court, when he has already participated in the tendering process. Perusal of the record reveals that the petitioner has not only participated in pre-bid meeting on 25.06.2026, but also uploaded the requisite documents on 07.07.2026.

22. The petitioner had earlier approached this Court by filing a writ petition seeking extension of the contract for a further period of two years, i.e., up to the year 2024. Pursuant to the interim order directing maintenance of status quo, the petitioner continued to provide sanitation and housekeeping services. It is an admitted position that the petitioner not only executed the contract up to the year 2024 but has, in fact, continued to render the said services even thereafter till date. Thus, the petitioner has already availed the benefit flowing from the interim protection granted by

this Court far beyond the period originally claimed in the earlier writ petition.

23.Scope of the judicial review in tender matters has been considered by Hon'ble Supreme Court in its various decisions. Hon'ble Supreme Court in the case of "*Tata Cellular Vs Union of India*" reported as 1994 6 SCC 651, while considering the scope of judicial review in tender matters, elucidated the following principles:

94. *The principles deducible from the above are:*

- 1) *The modern trend points to judicial restraint in administrative actions.*
- 2) *The Court does not sit as a court of appeal but merely reviews the decision-making process.*
- 3) *The Court lacks the expertise to correct administrative decisions. If a review is permitted, it would be substituting its decision, which may be fallible.*
- 4) *The terms of the invitation to tender cannot be open to judicial scrutiny as they are in the realm of contract. Decisions to accept or award contracts are reached through several tiers and are qualitative, often made by experts.*
- 5) *The Government must have the freedom of contract. Fair play in administrative actions is necessary, but decisions must be free from arbitrariness, bias, or mala fides.*
- 6) *Quashing decisions can impose heavy administrative burdens and unbudgeted expenditures on the administration and lead to increase and unbudgeted expenditure.*

24.After *Tata cellular (supra)*, there is a long series of judgments of the Supreme Court on the scope of judicial review in tender matters, some of them are *Jagdish Mandal v. State of Orissa*, (2007) 14 SCC 517, *Midhigan Rubber v. State of Karnataka*, (2012) 8 SCC 216, *Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.*, (2016) 16 SCC 818, *M/s Agmatel India Pvt. Ltd. v. M/s Resoursys Telecom*, 2022 Legal

Eagle (SC) 98, Airport Authority of India v. Centre for Aviation Policy, Safety & Research (CAPSR), (2022) SCC Online SC 1334.

25. The Supreme Court in the case of *Balaji Ventures Pvt. Ltd. V. Maharashtra State Power Generation Company Ltd.*, 2022 LiveLaw (SC) 295 has observed that “*the eligibility criteria in the tender document applied to all bidders. The owner has the freedom to set criteria unless they are arbitrary or mala fide. Bidders cannot challenge criteria that do not suit them. Courts have limited roles in reviewing tender conditions, as it is an offer to compete*”. In *Airport Authority of India (supra)*, it has been observed by the Supreme Court that “*tender terms are within the domain of the tenderer and not open to judicial scrutiny unless arbitrary, discriminatory, or mala fide. The Government must have a free hand in setting terms.*”

26. This Court further finds that the respondents have satisfactorily explained the circumstances under which the GeM Bid dated 07.11.2024 was not taken to its logical conclusion and a fresh tender process came to be initiated. Significantly, the petitioner neither challenged the decision of the respondents in abandoning the said bidding process nor questioned the issuance of the subsequent tender notification of the year 2025. Having consciously accepted the respondents' action and continued to execute the contract by virtue of the earlier interim order, thereby enjoying the fruits of the tender process initiated in the year 2022 not only for its stipulated tenure but for an additional period of more than two years, the petitioner cannot now be permitted to invoke the extraordinary writ jurisdiction of this Court to assail the subsequent tender process.

27. The principles which emerge from a series of decisions of the Supreme Court are as under:

- i. The tender inviting authority is free to set eligibility criteria and conditions unless they are arbitrary, discriminatory, or mala fide.*
- ii. The author of the tender document is best suited to understand and interpret its requirements.*
- iii. If two interpretations are possible, the author's interpretation must be accepted.*
- iv. If the tender authority follows healthy standards and norms, court interference is limited.*
- v. Courts reviewing the decision-making process, not act as courts of appeal.*
- vi. There should be no cancellation of awards due to procedural errors or wrongful exclusion; unsuccessful bidders can seek damages in civil court.*
- vii. Courts have no role in imposing fair, wiser, or logical decisions on tender authorities.*
- viii. In most cases, the Supreme Court upholds the views of the tender inviting authority unless the terms are arbitrary, discriminatory, or mala fide.*

28. The Hon'ble Supreme Court in *Silppi Constructions Contractors v. Union of India and others*, (2020) 16 SCC 489, has held thus:

19. This Court being the guardian of fundamental rights is duty bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. The Courts must realize their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give 'fair play in the joints' to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer.

29. This Court is also of the considered opinion that the conduct of the petitioner attracts the principle of estoppel. In context of a tender participation, the legal principle established is that a party who participates in a tender process cannot subsequently challenge the terms and conditions of that tender. This principle is rooted in the idea that the participation implies acceptance of the terms and conditions laid out in the tender documents. If a party has participated without protest, then they are generally estopped from raising the objections later on. The principle is based on the legal doctrine of estoppel, which prevents a party from asserting a claim or a right that contradicts what they have previously stated or agreed to by their actions. This legal framework ensures fairness and predictability in the tender process, preventing parties from opportunistically challenging terms and conditions, after engaging and participating in the process. The record reveals that the petitioner has participated voluntarily in the pre-bid meeting and has also submitted his documents in the impugned tender process bearing eNIT No. 03 (P-II) of 2026 dated 19.06.2026, issued by respondent No. 2 for outsourcing of sanitation and housekeeping services at SKIMS, Soura Srinagar and, having subjected himself thereto, cannot simultaneously challenge the very tender process in the present writ petition.

30. This Court is fortified with the judgment of the Hon'ble Apex Court rendered in the case titled "*New Bihar Biri Leaves co. Vs State of Bihar*" reported as (1981) 1 SCC 537. In paragraph 48 of the Judgement supra, the Apex Court has been pleased to observe as follows:-

"It is a fundamental principle of general application that if a person of his own accord, accepts a contract on a certain terms and works out the contract, he cannot be allowed to adhere to and abide by some of the terms and conditions which proved

advantageous to him and repudiate the other terms of the same contract which might be disadvantageous to him. The maxim is qui approbate and non reprobate (one who approbates cannot reprobate). This principle, though originally borrowed from Scots Law, is now firmly embodied in English Common Law. According to it, a party to an instrument or transaction cannot take advantage of one part of a document or transaction and reject the rest. This is to say, no party can accept and reject the same instruments or transactions. ’’

31.The petitioner herein has suppressed material facts from this Court by deliberately omitting/strategically avoiding to disclose that he had participated in the pre-bid meeting held on 25.06.2026, as well as uploaded the documents on 07.07.2026 after filing of this petition. Such suppression of material facts disentitles the petitioner to any discretionary relief under Article 226 of the Constitution.

32.In view of what has been discussed herein above, the instant petition, being devoid of any merit, is dismissed along with the connected application(s).

(MOKSHA KHAJURIA KAZMI)
JUDGE

SRINAGAR:
04.08.2026
“Adil Ismail”

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| ❖ Whether the Judgment is Speaking? | Yes |
| ❖ Whether the Judgment is Reportable? | No |