

HIGH COURT OF JAMMU & KASHMIR AND LADAKH  
AT SRINAGAR

WP(C)NO. 2117/2026 C/W  
WP(C)NO. 2115/2026

**Zogila Roadways through its  
Proprietor and Anr.**

**...Petitioner(s)**

Through: Mr. Nisar Ahmad Bhat, Adv.

**Vs.**

**Union of India and Ors.**

**...Respondent(s)**

Through: Mr. T.M.Shamsi, DSGI, with Mr. Faizan Ahmad  
Ganaie, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE WASIM SADIQ NARGAL, JUDGE.**

**ORDER**

29.09.2026

**01.** The record reveals that this Court vide Order dated 29<sup>th</sup> August, 2026, has called upon Mr. T.M.Shamsi, learned DSGI, to apprise the Court as to on what basis the Micro, Small and Medium enterprises have been left out from any exemption or concession with respect to participation in the tendering of contract by reference to the annual turnover requirement.

**02.** The petitioners, in the instant petition, claim to be registered Micro Business Enterprises registered with the Ministry of Micro, Small and Medium Enterprises, (MSME), Government of India and on the strength of the registration status, they

claim to be entitled to the envisaged incentives governing and underlying the Micro, Small and Medium Enterprises Development Act, 2006. The further case of the petitioner is that as per the terms and conditions in the bid document, the minimum average turnover of the prospective bidder for last three years is to the tune of Rs. 499 lacs and the original Equipment Manufacturers (OEMs) turnover for three years is meant to be Rs. 1996 lacs, if intending to bid.

03. The petitioners, however, feeling aggrieved of the aforesaid conditions prescribing a huge quantity of 221858 bags, EMD (Earnest Money Deposit) of Rs. 29975083/- and minimum average annual turnover of Rs. 499 lacs, has challenged the same by way of instant petition, which, according to them, is arbitrary, unreasonable and violative of Article 14 of the Constitution of India, as it bears no rational nexus with the object sought to be achieved.

04. The petitioners, through the medium of instant petition, have specifically pleaded that the respondents have clubbed an unusually large quantity of cement required for different places as provided in the bid into a single procurement, thereby creating an artificial high earnest bid money, costs and turnover requirement which effectively excludes small contractors like the petitioners in the category of Micro, and

Small Enterprises from participating in the bidding process, which action, according to the petitioners, is designed by the respondents only to restrict the competition and defeats the very object of transparent public procurement in the light of the law laid down by the Hon'ble Apex Court in catena of judgments.

05. In addition, it has also been specifically pleaded by the petitioners that the respondents have acted contrary to the settled principle that tender conditions must satisfy the test of reasonableness, proportionality and non-arbitrariness, and since the action on the part the respondents by imposing turnover condition is excessive and disproportionate to the nature of the supply contract and the earlier bids floated, therefore, the instant petition has been filed.

06. It is in the aforesaid backdrop, this Court, vide Order dated 29<sup>th</sup> August, 2026, had directed Mr. T.M.Shamsi, learned DSGI, to have instructions in the matter.

07. Today, when the instant matter was taken up, Mr. T.M.Shamsi, learned DSGI, has produced a Communication dated 29<sup>th</sup> September, 2026, in this regard, a perusal whereof reveals that the bid floated by the respondents vide Order dated 11<sup>th</sup> August, 2026, has been cancelled on 25<sup>th</sup> September,

2026. A copy of communication produced by Mr. T.M.Shamsi, learned DSGi, is taken on record.

08. The communication further reveals that petitioners- MSME registered bidders have also been given the relaxation under turnover criteria and with a view to substantiate his claim, Mr. T.M.Shamsi, learned DSGI, submits that the details of the relaxation provided to MSME registered bidders also finds mention in the communication furnished to this Court.

09. Mr. T. M. Shamsi, learned DSGI, submits that since the bid has already been cancelled, therefore, the instant petition does not survive any further and the same be disposed of with the aforesaid development. In addition, he further submits that the petitioners, while filing the instant petition, have not come before this Court with clean hands and have suppressed the material facts to the extent that they have not been provided any relaxation when in fact the document which has been placed on record proves beyond any shadow of doubt that the concession has been given to MSME and start-ups. Therefore, the very foundation of the instant writ petition filed by the petitioners is factually incorrect.

10. However, Mr. Nisar Ahmad, learned counsel appearing for the petitioners submits that had there been given any exemption to the petitioners-SMSE, then the respondents

would have accepted the bid of the petitioners which has not happened and this is the precise reason the petitioners have approached this Court.

**11.** Without going into the merits of the controversy raised by rival parties, this Court is of the considered view that in the light of the development taken place, which finds mentions in the Communication 29<sup>th</sup> September, 2026, the instant petition has been rendered infructuous, as the very challenge of the petitioners is solely to the conditions laid down in the tender bidding document as the bid floated by the respondents has been cancelled on 25<sup>th</sup> September, 2026.

**12.** **Dismissed** as having been rendered infructuous along with connected CM(s).

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**13.** In view of the dismissal of WP(C) 2117/2026, nothing remains for further adjudication in the instant petition and the same is, accordingly, **dismissed** as having been rendered infructuous along with connected CM(s).

(WASIM SADIQ NARGAL)  
JUDGE

**SRINAGAR:**  
29.09.2026  
"Shamim Dar"