



W.A.No2216 of 2026 etc.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.07.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

W.A.Nos.2216, 2219, 2220, 2223, 2224, 2225, 2226 and 2227 of 2026
and C.M.P.Nos.19203, 19235, 19240, 19253, 19255, 19258, 19275
and 19281 of 2026

W.A.No.2216 of 2026:

P.S.Ramasamy
S/o.Sengoda Gounder
No.11/2/3/5A, Pudu Reddiyur Mettur,
Karuppureddiyur Post, Salem - 636404.

Appellant(s)

Vs

1. The Principal Secretary
to the Government of Tamil Nadu
Municipal Administration and
Water Supply Department,
Chennai – 600 009.
2. The Managing Director
Tamil Nadu Water Supply and
Drainage Board (TWAD), Chepauk,
Chennai – 600 005.
3. The Chief Engineer
Tamil Nadu Water Supply and
Drainage Board (TWAD),
No.30 Bharathi Park Road, TWAD Board,
Siruvani Nagar, Coimbatore - 641 043.



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4. Ananth Constructions
R.Ananth, Rep. by its Managing Director,
Sab John Thottam, Omalur Post,
Salem District.
5. Shiva Engineering Works
V.Siva Prakash, Rep. by its Proprietor,
11/5-33, Subramaniya Nagar, Macheri,
Salem District - 636 453.
6. Balu and Co.,
P.Balasubramani,
Rep. by its Managing Partner,
1/39 A, Kattur, Poolampatti,
Edappadi Taluk, Salem District.
7. B.S.N. and Co.,
R.Viswanathan,
Rep. by its Managing Director,
Door No.1/3-20, A(2), Paruvan Street,
Konur Post, Veerakkalputhur, Konur,
Salem.

Respondent(s)

and batch cases

PRAYER: Appeals filed under Clause 15 of the Letters Patent to set aside the common order dated 27.4.2026 passed by the learned Single Judge in W.P.Nos.650, 10734, 10732, 5020, 9742, 10737, 12526 and 12532 of 2026.

For Appellant(s) in all WAs.	Mr.E.Om Prakash Senior Counsel for Mr.Viknesh Kumar M [Thru Video-Conferencing]
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For Respondent(s): Mr.Mohammed Fayaz Ali
Government Pleader
for R1 in all WAs



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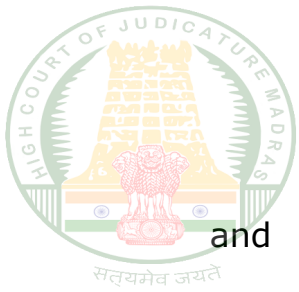
Mr.A.Abdul Hameed
Senior Counsel
for Ms.S.Mekhala,
Standing Counsel
for R2 and R3 in all WAs

Mr.T.Mohan
Senior Counsel
for Mr.J.Pandi Dorai
for R4 to R7
in WA.Nos.2216, 2223, 2224,
2227 of 2026 and
for R4 to R6 in WA.No.2226
of 2026

COMMON JUDGMENT
(Delivered by the Hon'ble Chief Justice)

This batch of appeals challenges a common order dated 27.4.2026 passed by the learned Single Judge, whereby the writ petitions filed by the appellants herein that sought to cancel tender notices issued by the Tamil Nadu Water Supply and Drainage Board (TWAD Board) for the operation and maintenance of Combined Water Supply Schemes across Tamil Nadu were dismissed.

2.1. Succinctly put, the facts run thus: On 17.12.2025, the TWAD Board issued notices inviting bids for the routine operation



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and maintenance of various public water supply schemes.

Anticipating the Model Code of Conduct for the State Assembly elections, the Tender Inviting Authority sought the TWAD Board approval of its Managing Director to shorten the tender submission window from 30 to 15 days, as permitted under Rule 20(2) of the Tamil Nadu Transparency in Tenders Rules, 2000. Approval was granted on 16.12.2025.

2.2. The contractors filed writ petitions challenging the terms of the tenders. They contended that shortening the deadline compromised fair participation and that the experience criteria were tailor-made to favour a few contractors. In the meantime, the bidding process proceeded, evaluation was completed and work orders were awarded in respect of several packages to ensure that uninterrupted water supply reached rural and urban populations.

2.3. The learned Single Judge concluded that the Board acted within its statutory powers; that shortening the timeline was justified by the need to secure uninterrupted public utility operations before the election code activated; and that court's



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intervention in technical tender matters should be strictly limited.

Hence, these writ appeals.

3.1. Learned Senior Counsel appearing on behalf of the appellants submitted that under Rule 20(1) of the Tender Rules, contracts valued over Rs.10 Crore require a minimum bid preparation time of 30 days. Reducing this time to 15 days based on elections was an improper exercise of power. He added that the Board ought to have sought special permission from the Election Commission.

3.2. It is further submitted that requiring continuous 18-month maintenance experience within a specific 3-year window effectively excluded new competent bidders and protected existing contractors. He, therefore, submitted that the said tender term was tailor-made only for persons who had participated in the previous tenders. In this regard, he placed reliance on a decision of the Supreme Court in *Meerut Development Authority v. Association of Management Studies and another*¹, more particularly, paragraph 26

¹(2009) 6 SCC 171



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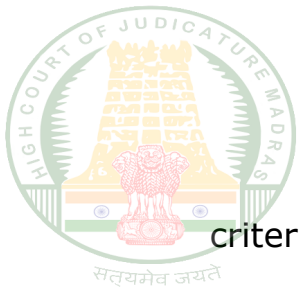
thereof.

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3.3. It is also submitted that the financial certificates provided by the winning bidders did not match their GST filings, pointing to potential misrepresentation. He added that complaints of fraud were lodged with the Directorate of Vigilance and Anti-Corruption immediately after the order was passed by the learned Single Judge.

4.1. Learned counsel for the respondents, in unison, submitted that Rule 20(2) explicitly grants authority to shorten bid submission timelines, if approved by a superior officer. In the case on hand, written approval from the Managing Director was obtained prior to issuing the notification and the said vital fact remains undisputed.

4.2. It is further submitted that the tender conditions were far from restrictive. Across the State, 111 qualified bidders participated. Even according to the submission of learned Senior Counsel for the appellants, at least 33 independent firms met the



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criteria, disproving any claim of monopoly or cartelization.

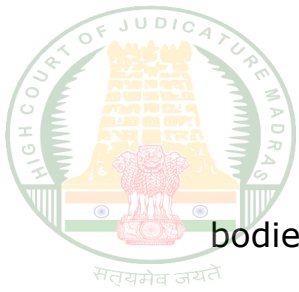
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4.3. It is also submitted that operating public water distribution systems requires proven reliability and continuous hands-on experience. The condition was not restricted to past TWAD Board projects alone and works done for any government entity was recognized.

4.4. It is contended that differences between turnover certificates issued by Chartered Accountants and GST returns occur routinely, because GST is payable upon actual receipt of payment, whereas revenue in accounting is recognized when work is billed.

5. We have heard learned counsel on either side and perused the documents on record.

6. It is trite that courts do not sit as technical experts over government contracts. The role of judicial review in public tenders is strictly limited to checking whether the decision-making process was fair, lawful and free from malice or corruption. When public



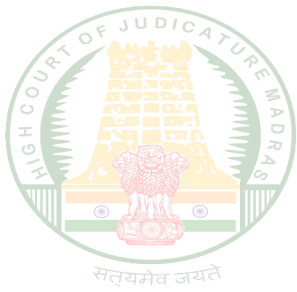
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bodies design conditions for major utility contracts, they must be given reasonable flexibility, which the courts refer to as "*fair play in the joints*." A court will not dissect a tender document with a magnifying glass to turn minor administrative decisions into fatal legal flaws.

7. After referring to a catena of earlier decisions, the Supreme Court in *Silppi Constructions Contractors v. Union of India*², 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.** One must remember that today many public sector undertakings compete with the private industry. The*

²(2020) 16 SCC 489



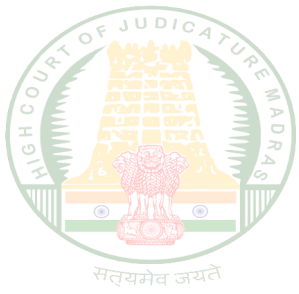
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contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. **The courts must realise 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.**

20. The essence of the law laid down in the



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judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the State instrumentalities; **the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted.** The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.”

[emphasis supplied]

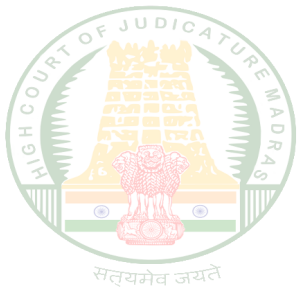
8. The argument that shortening the bidding period from 30 days to 15 days invalidates the entire process is unconvincing. Rule



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20(2) of the Rules specifically provides a mechanism to reduce the submission period when administrative circumstances require it, provided approval is obtained from a higher authority. In the instant case, formal approval was sought and granted by the Managing Director. Therefore, the submission made by learned Senior Counsel for the appellants in this regard does not pass muster.

9. Stipulating technical standards in a tender is the prerogative of the tender issuing authority. TWAD Board is responsible for delivering safe drinking water daily to millions. In our considered view, the requirement for continuous 18-month maintenance experience within a 3-year block ensures that contractors possessing adequate operational stability are selected. The allegation that these terms tailor-made to suit a few contractors is contradicted by the record. It is not disputed that 111 qualified bidders participated overall and 33 independent firms satisfied the exact criteria in these packages. A contractor who lacks the required experience cannot demand that public safety standards be lowered simply to accommodate their bid.



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10. In paragraph 26 of the decision in *Meerut Development Authority* (supra), on which heavy reliance was placed by learned Senior Counsel for the appellants, the Supreme Court held that while the terms of an invitation to tender are generally beyond judicial review, limited judicial intervention is permissible where tender terms are tailor-made to suit a particular person to eliminate others from the bidding process. However, in view of the reasoning given in the preceding paragraph that 111 qualified bidders participated State-wide and 33 independent entities satisfied the criteria, we find no reason to interfere with the tender terms, as setting technical standards for public utilities like water supply is within the sole prerogative of the tender issuing authority and courts will not lower the performance standards simply to accommodate unsuccessful bidders.

11. In our considered opinion, the Single Judge correctly held that minor variances between Chartered Accountant turnover certificates and GST filings were satisfactorily explained by the timing of actual cash receipts versus accrued revenue. In fact, the



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learned Single Judge also observed that the very same variance was found in the income statements of the appellants. Interfering with contracts pertaining to essential public utility works over minor accounting adjustments or over vague allegations of fraud raised only after losing the writ petitions would, in fact, inflict greater harm on the public interest.

12. We find no error in the order passed by the learned Single Judge warranting interference.

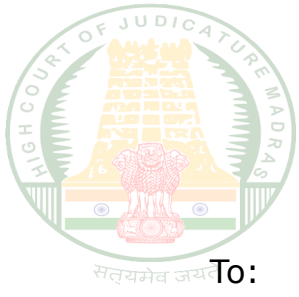
For the reasons aforegiven, these appeals are dismissed. There shall be no order as to costs. Consequently, all connected interim applications are closed.

(SUSHRUT ARVIND DHARMADHIKARI, CJ) (G.ARUL MURUGAN,J)
27.07.2026

Index : Yes/No
Neutral Citation : Yes/No

Note to Registry:
*Office to type separate cause-titles
for each case in this batch.*

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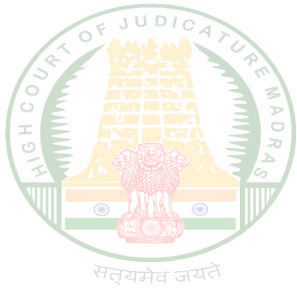


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THE HON'BLE CHIEF JUSTICE
AND
G.ARUL MURUGAN,J.

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