



2026:UHC:525-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition (M/B) No. 14 of 2026

10 January, 2026

JUSTICE SHRI MANOJ KUMAR TIWARI

AND

JUSTICE SHRI SIDDHARTHA SAH

Ram Prakash Construction Pvt. Ltd.

--Petitioner

Versus

Union of India & Anr.

--Respondents

Presence:-

Mr. Eshan Sachdeva, Advocate for the petitioner through V.C.

Mr. Rajesh Sharma, Central Government Standing Counsel for the respondents.

JUDGMENT: (per Shri Manoj Kumar Tiwari, J.)

Petitioner's technical bid for the job work of "supply and stacking of materials of various sizes of stone metal, stone chips and sand for GSB and CRM works between KK 0.00 – KM 4.00, KM 6.00 – KM 22.68, (WORK SITE) on NYU SOBLA-SELA-TEDANG Road" was rejected on the ground that his bid does not confirm to the conditions specified in Clause 6.3.1 of the tender document. Thus, feeling aggrieved, petitioner has approached this Court seeking following reliefs:-



2026:UHC:525-DB

- i. Issue an appropriate writ, order or direction, in the nature of certiorari to quash the impugned order of cancellation bearing no. 80644/HRK/34/E8 dated 20.11.2025 passed by the office of respondent no.2 (annexed at Annexure no.6 of the writ petition) as illegal, arbitrary and irrational.
- ii. Issue an appropriate writ, order or direction, in the nature of mandamus while declaring the impugned Clause 6.3.1 of the Contract agreement in tender document bearing CA no. CE (P) HRK/ /2025-26 (annexed at Annexure no.4 of the writ petition), as illegal, arbitrary and ultra vires.
- iii. Issue a writ, order or direction, in the nature of mandamus to open the financial bid of the petitioner in Tender ID no.: 2025_BRO_731002_1.

2. Clause 6.3.1 of the tender document is reproduced below:-

*“6.3.1 Tenderer should have critical equipment to the owned and other equipment to be owned or have assured access (through hire/lease/purchase agreement/other commercial means) to the requisite Equipment, Plants and vehicles in good working condition (complete usage life shall not be more than 7 years except **stone crushers**) given here as under:-*

(A) Critical Equipment to be owned by the tenderer

S/No.	Name of equipment/Plant/vehicle	Requirement in Nos	Remarks
(a)	Stone Crusher cum screening plant (min 40/60 TPH	01	Contractor should obtain all the statutory clearances from the concerned Govt agencies himself for installation and running of V/E/P wherever required. Contractor should also have experience of obtaining forest clearances, pollution clearances and other related clearances from competent authorities and upload one such clearance along with bid to verify his experience.
(b)	Front Wheel Loader/Backhoe loader	02	
(c)	Dumper/Tipper min (8-10 cum capacity)	10	
(d)	Hydraulic Excavator 20 T capacity	02	

(B) Other Equipments

S/No.	Name of equipment/Plant/vehicle	Requirement in Nos	Remarks
	NIL		

Note:- Any other additional Equipments, if required to complete the work shall be arranged by the contractor at their own cost.”



3. Admittedly, petitioner does not own the critical equipments as mentioned in Clause 6.3.1 of the tender document. There is no averment in the writ petition that petitioner had assured access to critical equipments mentioned in Clause 6.3.1 through hire/lease/purchase agreement or through any other commercial means.

4. Petitioner has challenged Clause 6.3.1 in this writ petition, however, challenge, if any to the said clause should have been thrown by petitioner before participating in the tender process. Even otherwise also, the condition mentioned in Clause 6.3.1 of the tender document cannot be said to be arbitrary or tailor-made to suit the interest of some rival bidder. Law is well settled that the employer can lay down pre-conditions or qualifications for bidders to ensure that upon award of contract, he has the capacity and resources to successfully execute the work within stipulated time. Hon'ble Supreme Court in the case of ***'Michigan Rubber (India) Limited Vs. State of Karnataka'***, reported as **(2012) 8 SCC 216**, after considering the entire law on the subject,



has summarized the legal position in Para 24 of the said judgment, which is extracted below:-

“24. Therefore, 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?*

If the answers to the above questions are in the negative, then there should be no interference under Article 226.”

5. In the case of **‘Directorate of Education & others vs. Educomp Datamatics Ltd. & others’** reported as **(2004) 4 SCC 19**, Hon’ble Supreme Court has held that terms of the invitation to tender are not open to judicial scrutiny, as they are in the realm of contract. Para 12 of the said judgment is extracted below:-

“12. It has clearly been held in these decisions that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract. That the Government must have a free hand in setting the terms of the tender. It must have reasonable play in its joints as a necessary concomitant for an administrative body in an administrative sphere. The courts would interfere with the administrative policy decision only if it is arbitrary, discriminatory, mala fide or actuated by bias. It is entitled to pragmatic adjustments which may be called for by the particular circumstances. The courts cannot strike down the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wiser or logical. The courts can interfere only if the policy decision is arbitrary, discriminatory or mala fide.”



6. The condition of either owning the critical equipment or having assured access to such equipment, in the tender document is to ensure that only such bidders, who have required equipment/machinery alone participate in the bidding process to ensure that upon award of contract, successful bidder is able to complete the work to the satisfaction of employer, within stipulated time.

7. In the case of **‘Central Coalfields Ltd. Vs. SLL-SML (Joint Venture Consortium) and others’** reported as **(2016) 8 SCC 622**, Hon’ble Supreme Court held that there should be judicial restraint in interfering with administrative action and interference would be warranted only if it is irrational, malafide or intended to favour someone.

8. Mr. Rajesh Sharma, learned counsel appearing for the respondents informed the Court that financial bid was opened and contract has been awarded to M/s Garg & Garg Company.

9. Having regard to the aforesaid legal position, we find no scope for interference in the



2026:UHC:525-DB

matter. Accordingly, writ petition fails and is dismissed. No order as to costs.

(Siddhartha Sah, J.)

10.01.2026

Akash
AKASH

(Manoj Kumar Tiwari, J.)

10.01.2026