



2026:UHC:4597-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL

THE HON'BLE CHIEF JUSTICE SHRI MANOJ KUMAR GUPTA

AND

THE HON'BLE JUSTICE SHRI SUBHASH UPADHYAY

9th June, 2026

Writ Petition (M/B) No. 474 of 2026

M/s Umesh Chandra Mishra

-----Petitioner

Versus

State of Uttarakhand and others

-----Respondents

Presence:-

Mr. Piyush Garg, learned counsel for the petitioner.

Mr. Yogesh Chandra Tiwari, learned Standing Counsel for the State.

Mr. D.S. Patni, learned Senior Counsel assisted by Mr. Dharmendra Barthwal, learned counsel Mr. Himanshu Yadav, learned counsel holding brief of Mr. Bhupendra Bisht, learned counsel for the respondent nos.2 and 3.

JUDGMENT: (per Manoj Kumar Gupta, C.J.)

1. By means of the instant petition under Article 226 of the Constitution of India, the petitioner has prayed for quashing of condition no. 2A (15) of the tender document dated 01.06.2026 relating to work experience based on average annual turnover of Rs. 2 crores in last three years.

2. The tender in question is for the collection of toll fees at three points, namely, Lake Bridge, Barapathar and Fansi Gdhera, within the limits of Nagar Palika Parishad, Nainital. The challenge is based on the contention that the said condition relating to average



annual turnover of Rs.2 crores in last three years was incorporated to oust the petitioner from the competition. The case of the petitioner is that in the previous two rounds of tendering for the same work, the requirement was an average annual turnover of Rs.1.5 crores only. It is further contended that, in the said exercise, there were six bidders and only two were found to be technically qualified. The respondents, however, dropped the said proceedings on the ground that the two technically qualified bidders had submitted bids exceeding Rs.10.50 crores, which was substantially higher than the department's estimate. It is also contended that during the said process, the petitioner submitted a certificate showing his average annual turnover of last three years and from there the respondents come to know that the average annual turnover of the petitioner in the last three years was Rs.1,74,59,701/-. The petitioner, therefore, alleges that the respondents deliberately enhanced the eligibility condition relating to average annual turnover from Rs.1.5 crores to Rs. 2 crores so as to exclude the petitioner from participating in the tender process. In support of the submission, learned counsel for the petitioner has placed reliance on the judgment of



Supreme Court in *Ratnagiri Gas and Power Private Limited vs. RDS Projects Limited and Others*, (2013) 1 SCC 524.

3. Mr. D. S. Patni, learned Senior Counsel appearing on behalf of Nagar Palika Parishad, Nainital, on the other hand, submitted that, in the past, the contract was invited for the period from 01.05.2026 to 31.03.2027, i.e., for less than one year. However, since the process could not be completed and was delayed, while issuing the impugned tender notice, the duration of the contract was increased to nearly two years i.e. from 15.06.2026 to 31.03.2028. The estimated value of the contract also increased correspondingly to Rs.20 crores and 50 lakhs, as against the earlier estimate of Rs.10 crores and 50 lakhs. Consequently, the requirement of average annual turnover was marginally enhanced from Rs.1.5 crores to Rs.2 crores. It is submitted that there was no mala fide intention on part of the Nagar Palika Parishad, Nainital in modifying the said condition and the decision was taken wholly in the interest of the department. He has placed reliance on the Judgment of Supreme Court in *Air India Ltd. vs. Cochin International Airport Ltd.*, 18 (2000) 2 SCC 617,



to contend that in financial and commercial decision, the State can choose its own method to arrive at a particular decision and such decisions are not ordinarily open to the judicial scrutiny.

4. Having considered the rival submission, we find substance in the explanation offered by the Nagar Palika Parishad, Nainital. It is not disputed that the duration of the contract has increased in the present tender process from one year to nearly two years. The estimated value of the contract has also increased to almost double the earlier estimate. In such circumstances, the Naga Palika Parishad, Nainital cannot be faulted for marginally enhancing requirement of annual average turnover of the intending bidders. We find no illegality warranting interference in the exercise of jurisdiction under Article 226 of the Constitution, particularly having regard to the fact that in matters relating to tender conditions and contractual stipulation, the authority issuing the tender is the best judge of its requirements. In the absence of any material indicating mala fides or arbitration, we decline to interfere in the matter. The writ petition is accordingly dismissed.



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5. Pending application, if any, also stands disposed of.

(MANOJ KUMAR GUPTA, C.J.)

(SUBHASH UPADHYAY, J.)

Dated: 09.06.2026
Kaushal/PP