



HIGH COURT OF UTTARAKHAND AT NAINITAL

HON'BLE SRI JUSTICE MANOJ KUMAR TIWARI

AND

HON'BLE SRI JUSTICE PANKAJ PUROHIT

Writ Petition Misc. Bench No. 532 of 2026

02 July, 2026

M/s Shoorbir Singh Chauhan

...Petitioner

Versus

Uttarakhand Rural Roads

Development Agency and others

...Respondents

Counsel for the petitioner : Mr. Sagar Kothari, learned counsel

Counsel for the respondent nos. 1 to 3: Mr. Shailendra Singh Chauhan, learned counsel.

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

Petitioner submitted bid in response to a Notice Inviting Tender issued by respondent no. 1. His technical bid was declared to be non-responsive on the following grounds:-

- i. PIU address not proper in seek reference certificate (as per section 2 Clause 4.2 (h) of bidding documents.
- ii. Balance sheet and profit & loss of financial year 2023-23 does not bear the chartered accountant signature (as per section 2 clause 4.2 (f) of bidding documents.



2. Petitioner contends that the defects pointed out in the impugned order are rectifiable, therefore, petitioner should have been called upon to rectify those defects instead of declaring him non-responsive.

3. Mr. Shailendra Singh Chauhan, learned counsel appearing for respondent nos. 1, 2 & 3 refers to the relevant clause of the Instructions to Bidders for contending that every bidder was required to provide Seek Reference Certificate in favour of Executive Engineer, PMGSY, Irrigation Division, Tehri-II, however, the Seek Reference Certificate submitted by petitioner was not as per Appendix-II to the Instructions to Bidders. He submits that there are as many as three PMGSY units functioning in District Tehri, therefore, in the absence of correct address, Executive Engineer would not be able to access the bank account of the bidder. Thus, he submits that the defects are not rectifiable, as alleged by petitioner. As regards second ground of rejection, Mr. Chauhan submits that the balance sheet and profit & loss statement has to be duly signed by the Chartered Accountant, however the balance sheet and profit & loss statement submitted by petitioner for the year 2023-24 was not signed by the Chartered Accountant, therefore, there is no illegality in rejection of the technical bid of petitioner.

4. We find substance in the submissions made on behalf of respondents. In the absence of correct address of Project Implementation Unit, the Executive Engineer cannot have access to the bank account of the bidder.



Thus, the defect in the bid of the petitioner cannot be said to be minor or rectifiable. Similarly, the balance sheet and profit and loss statement, if not signed by the Chartered Accountant, has no value in the eyes of law. Employer cannot ignore the defects in the bid of one bidder without ignoring such defects in other bids. Thus, ignoring the defects will go on and on and tender process would be difficult to conclude.

5. This Court do not find any reason to interfere in the matter. Hon'ble Supreme Court in the case of N.G. Projects Limited v. M/s Vinod Kumar Jain and others reported as (2022) 6 SCC 127 has held that the constitutional Courts should refrain from interfering in the grant of tender, as interference in such matters stalls projects of national importance. Paragraph nos. 21, 22 & 23 of the said judgment are extracted below:-

“21. Since the construction of road is an infrastructure project and keeping in view the intent of the legislature that infrastructure projects should not be stayed, the High Court would have been well advised to hold its hand to stay the construction of the infrastructure project. Such provision should be kept in view even by the writ court while exercising its jurisdiction under Article 226 of the Constitution of India.

22. The satisfaction whether a bidder satisfies the tender condition is primarily upon the authority inviting the bids. Such authority is aware of expectations from the tenderers while evaluating the consequences of non-performance. In the tender in question, there were 15 bidders. Bids of 13 tenderers were found to be unresponsive i.e. not satisfying the tender conditions. The writ petitioner was one of them. It is not the case of the writ petitioner that action of the Technical Evaluation Committee was actuated by extraneous considerations or was mala fide. Therefore, on the same set of facts, different conclusions can be arrived at in a bona fide manner by the Technical Evaluation Committee. Since the view of the Technical Evaluation Committee was not to the liking of the writ petitioner, such decision does not



warrant for interference in a grant of contract to a successful bidder.

23. In view of the above judgments of this Court, the writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be kept in view. Courts should be even more reluctant in interfering with contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court finds that there is total arbitrariness or that the tender has been granted in a mala fide manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which the present day Governments are expected to work.”

6. For the reasons as discussed above, this Court do not find any scope for interference in the matter. The writ petition fails and is dismissed. No order as to costs.

(Pankaj Purohit, J.) (Manoj Kumar Tiwari, J)

02.07.2026

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DN: cn=NAVEEN CHANDRA, o=UK HIGH COURT OF JUSTICE, ou=UK HIGH COURT OF JUSTICE, email=NAVEEN.CHANDRA@UKHC.CO.UK, c=GB
Date: 2026.07.02 10:00:00 +05'30'