



2026:UHC:1315-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL

THE HON'BLE CHIEF JUSTICE SHRI MANOJ KUMAR GUPTA

AND

THE HON'BLE JUSTICE SHRI SUBHASH UPADHYAY

26th February, 2026

Writ Petition (M/B) No.534 of 2024

M/s Ram Krishna Jayara

-----Petitioner

Versus

State of Uttarakhand and others

-----Respondents

Presence:-

Shri Jitendra Chaudhary, learned counsel for the petitioner.

Shri B.S. Parihar, learned Additional Chief Standing Counsel for the State/respondent no.1.

Shri Shailendra Singh Chauhan, learned counsel for the respondent no. 2, 3 & 4.

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

1. Heard Shri Jitendra Chaudhary, learned counsel for the petitioner, Shri B.S. Parihar, learned Additional Chief Standing Counsel for the State and Shri Shailendra Singh Chauhan, learned counsel for respondent nos. 2, 3 & 4.

2. Petitioner is a registered partnership firm comprising of five partners, namely, Shri Khushal Singh Jayara, Shri Manmohan Singh Jayara, Shri Kuldeep Jayara, Shri Kailash Jayara and Shri Deepak Jayara. On 24.06.2017, a power of attorney was executed in favour of Kuldeep Jayara by other four partners and thereunder authority was given to the donee, i.e., Kuldeep Jayara to



participate in any tender matter on behalf of the firm vide Clause 4 of the Power of Attorney. On 02.03.2024 respondent no.2 issued a notice inviting tender and it also includes a work relating to construction of a road under Pradhanmantri Gram Sadak Yojna. The petitioner-firm through Shri Kuldeep Jayara acting for himself and as power of attorney holder of the other four partners submitted a bid on behalf of the firm. The bid of the firm has been rejected in the technical round by stating as follows:

“Power of attorney is submitted without signature of Kuldeep Jayara.”

3. The petitioner firm through its partner Kuldeep Jayara being aggrieved by the rejection of its bid on technical ground has filed the present writ petition for the following reliefs:

(i) Issue a writ, order or direction in the nature of certiorari, calling for the original record and pleased to quash the impugned technical bid rejection order dated 07.11.2024 (Annexure-2) passed by the respondent no.3 through its Bid Accepting Authority against the petitioner and declare him as successful bidder in Part-1 Technical bid round in respect to the tender inviting notice (NIT) No. 37/2023-24 dated 02.03.2024 pertains to the work order mentioned at serial no. 98 { MRL-17---- Delhi Yumnortri Road to Kandari MR (BC with waste plastic) XXIII/2023-24 Batch-1, Package No. – UT-13-10}.

(ii) Issue a writ order or direction in the nature of mandamus, directing and commanding the respondents to the extent that firstly they shall declare the petitioner as successful candidate/tenderer at technical stage-I and include his name in



the list of successful bidders at technical State-1 and then proceed with the financial bid proceeding (financial Stage-II) in respect to the tender inviting notice (NIT) No. 37/2023-24 dated 02.03.2024 and thereafter award the work contract in favour of the lowest bidder in respect to the tender inviting notice dated 02.03.2024 pertains to work order mentioned at serial no. 4 pertains to the work order mentioned at serial no. 98 {MRL-17----Delhi Yumunotri Road to Kandari MR (BC with based plastic) , XXIII/2023-24 Batch-1, Package No. – UT-13-10}.”

4. This Court while entertaining the writ petition passed an interim order restraining the respondents from taking any further steps in pursuance of the tender notice. It is admitted to the parties that on account of the interim order, the financial bid has not been opened.

5. Learned counsel for the petitioner submits that the Power of Attorney does not require signature of the donee. Consequently, the rejection of the technical bid on the ground that the Power of Attorney does not bear the signatures of Kuldeep Jayara, the donee, is wholly illegal. In support of the submissions, he has placed reliance on the definition of Power of Attorney in Section 1-A and Section 2 of the Powers of Attorney Act, 1882.

6. On the other hand, learned counsel appearing on behalf of respondent nos.2 to 4 has placed reliance on Clause 4.3(c) of the Standard Bidding Document in contending that the Power of Attorney without signatures of all the partners was invalid.



7. We have considered the rival submissions and perused the material available on record.

8. Section 1-A defines Power of Attorney to include any instrument empowering a specified person to act for and in the name of the person executing it. It reads as follows:

“[1-A. Definition.- In this Act, “Powers-of-Attorney” include any instrument empowering a specified person to act for and in the name of the person executing it.]”

9. The definition is an inclusive definition and it clearly indicates that a Power of Attorney is a unilateral document executed by person(s) who wishes to appoint another person as his / their agent.

10. Section 2 of the Act reads as follows:

“2. Execution under power-of-attorney.—The donee of a power-of-attorney may, if he thinks fit, execute or do any instrument or thing in and with his own name and signature, and his own seal, where sealing is required, by authority of the donor of the power; and every instrument and thing so executed and done, shall be as effectual in law as if it had been executed or done by the donee of the power in the name, and with the signature and seal, of the donor thereof.

This section applies to powers-of-attorney created by instruments executed either before or after this Act comes into force.”



11. The Power of Attorney executed by any person authorizes the donee of a power of attorney to execute or do any instrument or thing in and with his own name and signature and his own seal where sealing is required by the authority of the donor of the power and every instrument and thing so executed in turn shall be as effectual in law as if it had been executed or done by the donee of the power in the name, and with the signature and seal, of the donor thereof.

12. Thus, the donor of power of attorney is competent to act on behalf of the donors and any act done by him is deemed to be an act done by the donor.

13. As Power of Attorney is a unilateral act by any specified person and does not require signature of the donee, therefore, the bid submitted by Kuldeep Jayara acting for himself and on behalf of the other four partners was wrongly rejected on the ground that the power of attorney does not bear his own signatures.

14. Reliance placed by learned counsel for respondent nos.2 to 4 on Clause 4.3 is wholly misplaced. The said clause governs bids filed by Joint Ventures, by not more than three firms, as partners. Under Clause (c), lead partner was required to nominate a partner-in-charge, and his authorization, as such, was to be evidenced by



2026:UHC:1315-DB

submitting a power of attorney, signed by the legally authorized signatories of all the partners. The said clause does not apply, as the bid was not by a Joint Venture, but by a partnership firm.

15. Accordingly, the writ petition succeeds and is allowed. The respondents are directed to include the bid of the petitioner-firm in the financial round and proceed, in accordance with law.

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

(MANOJ KUMAR GUPTA, C.J.)

(SUBHASH UPADHYAY, J.)

Dated: 26.02.2026
Kaushal