



2026:DHC:7303-DB



\$~21

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

%

*Date of Decision : 31.08.2026*# **CNR No. DLHC010221072025**+ **W.P.(C) 5018/2025 CM APPL. 23061-62/2025****MASJID MOTH CABLE NETWORK**

.....Petitioner

Through: Mr. Himanshu Dhawan and Mr.  
Adarsh Dubey, Advs.

versus

**UNION OF INDIA**

.....Respondent

Through: Mr. Vikram Jetly, CGSC and Ms.  
Shreya Jetly, Adv.**CORAM:****HON'BLE MR. JUSTICE V. KAMESWAR RAO****HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****V. KAMESWAR RAO, J. (ORAL)**

1. The present petition has been filed impugning a communication dated 11.04.2025 of the respondent whereby the bid of the petitioner was rejected.
2. The petitioner is a partnership firm engaged in the business of providing Cable TV services to various subscribers. The respondent-Ministry of Defence, Union of India, floated a tender dated 08.03.2025 with the Bid Document bearing Bid No. GEM/2025/B/6030488 on Government e-Marketplace (GeM) for Cable TV services to be provided at Army Hospital (R&R). The requirements, eligibility criteria and tender conditions were laid out in the said Bid Document.

Signature Not Verified

Signed By: PRADEEP  
SHARMA  
Signing Date: 02.09.2026  
15:16:22

W.P.(C) 5018/2025

Page 1 of 8



3. It is the case of the petitioner that it applied for the tender on GeM portal, and submitted all pertinent documents, pursuant to which, on 17.03.2025, it was invited for a site visit/ pre-bid meeting at the Army Hospital (R&R). On 01.04.2025, the respondent raised three objections/ requests, which were duly resolved/responded by the petitioner on the same day. Thereafter, the respondent disqualified the petitioner at the stage of technical evaluation, allegedly for non-fulfillment of two eligibility conditions:

- (i) Earnest Money Deposit (EMD) requirement
- (ii) Original Equipment Manufacturer (OEM) turnover requirement

4. The submission of Mr. Himanshu Dhawan, the learned counsel for the petitioner with regard to the EMD requirement is that the Bid Document specifically mentions that Micro and Small enterprises under MSME category are exempted from EMD, subject to the submission of valid documents. The petitioner had duly submitted valid Udyam/MSME Registration Certificate, clearly showing its Enterprise Type as 'MICRO'.

5. With regard to the OEM requirement, he states that in the Bid Document, at page No. 1, the respondent has mentioned that the minimum requirement of OEM average turnover (last 3 years) is Rs. 100 lakh. However, at Point No. 11 at Page No. 9 of the Bid Document, i.e., in the Additional Terms and Conditions, the respondent has mentioned that the minimum OEM turnover of last 3 years should be Rs. 100 crore. Considering the requirement of minimum turnover i.e. Rs. 30 lakh (the average for 3 years) and the quantum of the tender i.e. only 400 connections,



the stipulation for Rs. 100 crore as OEM turnover is unreasonable and unjustified. He stated that the petitioner has submitted its OEM turnover as Rs. 27 crore approx., but the respondent has disqualified it from the bidding process citing the minimum requirement of Rs. 100 crore.

6. He submits that the respondent did not ever raise the issue related to the OEM requirements with the petitioner and disqualified the petitioner arbitrarily without following the principles of natural justice. The petitioner had raised objections with regard to the OEM turnover through GeM portal on 19.03.2025. However, no adequate response was received. The respondent for the first time informed the petitioner regarding the non-fulfillment of OEM requirement only on 11.04.2025 i.e. after the objection dated 05.04.2025 raised by the petitioner to the disqualification.

7. Mr. Dhawan has also raised an allegation that the respondent is biased towards one particular entity namely Den Networks Ltd., as it has mentioned the name of channels which are exclusively available on their network, which was objected to by the petitioner.

8. On the other hand, Mr. Vikram Jetly, the learned CGSC appearing for the respondent contests the submissions made by the learned counsel for the petitioner. He states that on 08.02.2025, an advertisement was published in two local news papers, namely Jansatta and Indian Express, to invite the vendors for a pre-bid meeting in Army Hospital (R&R) in respect of tender dated 08.03.2025 floated on GeM portal for Cable TV services to be provided at Army Hospital (R&R). During the meeting, bidders were apprised about the bid requirements, including Broad Based Qualitative



Requirement and other issues pertaining to cable services. On 08.03.2025, the bid was published on GeM portal.

9. As per the Bid Document, a minimum average annual turnover (last three years) of Rs. 30 lakh was required for a seller and Rs. 100 lakh for an OEM. In order to ensure good quality and continuity in the services, OEM turnover of last three years was increased to Rs 100 crore and the same was mentioned in Technical Qualification Criteria (Additional Terms and Conditions) of the subject tender uploaded on GeM Portal on 08.03.2025. The same was also mentioned in Clause 11 mentioned at page 9 of the RFP under the heading

*“11. Buyer Added Bid Specific ATC  
Buyer Uploaded ATC Document [Click here to view this file.](#)”*

10. The petitioner submitted its bid before last date of submission which was on 29.03.2025. An undertaking dated 27.03.2025 was filed by the petitioner along with bid documents, accepting the General and Additional Terms and Conditions.

11. The technical bid was opened on 29.03.2025 and it was found that the average annual turnover of last three years of the petitioner is less than 10 crore, i.e., hardly 10% of the requisite turnover. On 01.04.2025, all bidders were apprised of the shortfalls in the technical bids and were given 48 hours to rectify the same and re-submit the documents. On 05.04.2025, the outcome of the technical bids was published on GeM portal; with three out of a total six bidders being accepted as technically qualified. Thereafter, financial bids were opened and reverse auction of the bids was carried out.



12. Mr. Jetly submits that the petitioner had full knowledge of the terms and conditions of the tender including the Technical Qualification Criteria which is part and parcel of the RFP uploaded on 08.03.2025 and also specifically found mentioned in Clause II at page 9 of RFP. The petitioner also gave an undertaking accepting the General and Additional Terms and Conditions of the Bid Document uploaded on 08.03.2025. The petitioner submitted its bid before last date of submission which was on 29.03.2025 and further did not raise any query during the pre-bid meeting and participated in the said tender without any demur. Now it is only upon being disqualified that it has filed the present writ petition.

13. It is also stated that as per the Additional Terms and Conditions, a declaration of non-involvement in criminal cases/ cases under trial in courts of law was required to be given by all vendors. The petitioner disclosed that an FIR has been registered against a shareholder, Mr. Nirleep Singh, which is sub-judice. However, as the petitioner was disqualified on other grounds, this ground was not considered by the Technical Evaluation Committee (TEC) of the respondent.

14. Further, he states that an SO has been placed to the successful L1 bidder on 14.05.2025 with a clause that it will be cancelled if the decision in the present case goes against the respondent.

15. In short, the submission of Mr. Jetly is that the petitioner having accepted the Bid Document containing the Additional Terms and Conditions cannot at this stage challenge the same. He prays that the petition be dismissed.



16. Having heard the learned counsel for the parties and perused the record, we note that the challenge made to the communication dated 11.04.2025 is primarily on the following grounds:

- i. Violation of the principles of natural justice in not communicating the reasons of non-fulfillment of the OEM minimum turnover requirement i.e. Rs. 100 crore to the petitioner before the disqualification of the petitioner.
- ii. Page No. 1 of the Bid Document provides that the minimum requirement of the OEM turnover as Rs. 100 lakh and the respondent in arbitrary and in biased manner, unjustifiably mentioned in the Additional Terms and Conditions that the minimum OEM turnover requirement is Rs. 100 crore.
- iii. The requirement of OEM turnover of Rs. 100 crore is disproportionate with the tender work i.e. installing and providing services to 400 Cable TV Connections and further, minimum turnover requirement for the seller is only Rs. 30 lakh.
- iv. The respondent is biased towards a particular bidder- Den Networks Ltd., as it has specifically mentioned the requirement of local channels which are exclusively available with them. Further, Den Networks Ltd. being a huge company with more than Rs. 100 crore OEM turnover, is the direct beneficiary of the Additional Terms and Conditions imposed by the respondent.
- v. The stand of the respondent that the petitioner has not submitted the EMD is not justified, as the petitioner being a Micro



enterprise under the MSME Scheme, is exempted from submitting the EMD.

17. The short issue which arises is whether the petitioner is entitled to the relief as sought. The answer has to be in the negative. This we say so for the reason, the petitioner knowing well he does not meet the OEM requirement of minimum turnover requirement of Rs.100 crore still submitted the bid and was rightly treated as not in conformity with the said RFP requirement.

18. In fact, the petitioner has, in the following manner submitted an undertaking that it accepts the General and Additional Terms and Conditions of the bid:-

“UNDERTAKING OF ACCEPTANCE OF GENERAL AND  
ADDITIONAL TERMS AND CONDITIONS OF TENDER NO:  
GEM/2025 B/6030488 dated 8<sup>th</sup> March 2025

*I/we undertake that all the general and additional terms and conditions as laid in the above referred tender anywhere in the tender and its subsequent corrigendum if any are accepted by the company and will abide by them.*

*I/we further undertake that the information given in this tender are true and correct in all respects and we hold responsibility for the same.*

*I/we shall be responsible for rejection/cancellation of contract if the services/end product supplied is found sub-standard or not in accordance with the pre-inspection materials.*

*Authorized Signatory*

*Place NEW DELHI*



*Date: 27<sup>th</sup> March 2025*

*Company: MM Cable Network”*

19. The above has the effect of the petitioner being estopped from challenging the conditions which he has accepted. The grounds of challenge raised appear to be an afterthought, particularly in view of the undertaking and also considering the challenge has been mounted after it being unsuccessful in the bidding process.

20. At this stage, we note that the tender has been awarded to the successful bidder, who is performing the contract. As we find that the respondent was justified in rejecting the bid of the petitioner on the ground that it does not meet the OEM turnover criteria, the other submissions need not be gone into.

21. The petition being without any merit is dismissed. The pending applications are also dismissed as having become infructuous.

**V. KAMESWAR RAO, J**

**MANMEET PRITAM SINGH ARORA, J**

**AUGUST 31, 2026**

*rt*