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

% *Date of Decision: 08.07.2026*

+ W.P.(C) 8289/2026 CM APPL. 39119/2026

TEKRAM ENTERPRISES

.....Petitioner

Through: Mr. Deepak Mehra, Mr. Vikas Kumar
and Mr. Nikhil Shukla, Advocates

versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Ms. Prabhsahay Kaur, Mr. Aditya
Verma, Mr. Nishant Anshul with Mr.
Sumit Chaudhary, RE(DDA) and Mr.
Vishwajeet Kumar, RE (DDA)

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

MANMEET PRITAM SINGH ARORA, J. (ORAL)

1. The present writ petition has been filed challenging the Respondent's decision to cancel the earlier tenders¹ issued for providing of lifeguards and medical attendants for running of deck area services of swimming pool(s) at the 'Hari Nagar Sports Complex' and 'Yamuna Sports Complex' vide communications dated 17.06.2026 and 18.06.2026, respectively, and also

¹ NIT No. 09/HNSC/DDA/2025-26 dated 23.12.2025 for Hari Nagar Sports Complex and NIT No. 12/YSC/DDA/2025-26 dated 26.02.2026 for the Yamuna Sports Complex (earlier tenders).



the consequential issuance of fresh tenders² for the same services.

2. The Petitioner submits that it had already been declared the successful bidder in both the technical and financial bids for the earlier tenders. However, the earlier tenders have been cancelled without issuance of any show cause notice, without affording an opportunity of hearing, and without assigning any cogent reasons, save for a vague reference to 'administrative reasons'. The Petitioner contends that it has vested right to be awarded contracts in furtherance of the earlier tenders. The reliefs prayed for in this petition are as under:

- "a) Issue a writ of Certiorari quashing the cancellation e-mail dated 17.06.2026 and Corrigendum dated 17.06.2026 and 18.06.2026;
- b) Issue a writ of Mandamus directing the Respondents to restore and complete the tender process in accordance with law and award the contracts to the Petitioner as per the earlier judgments of this Hon'ble Court;
- c) Restrain the Respondents from Re issue of Tenders creating any third-party rights till disposal of WP (C) 832/2026."

SUBMISSIONS BY THE PETITIONER

3. The Petitioner contends that the earlier tenders have been cancelled by the Respondent by placing wrongful reliance on the blacklisting order dated 04.07.2025 issued by Municipal Corporation of Delhi ('MCD'). It contends that the said blacklisting order has been challenged in W.P.(C.) No. 832/2026, which is pending before a learned Single Judge of this Court. The Petitioner relies upon orders dated 21.01.2026 and 20.05.2026 passed therein to contend that Respondent has been restrained from cancelling the

² NIT floated on 18.06.2026 for the Yamuna Sports Complex and NIT floated on 17.06.2026 for Hari Nagar Sports Complex (fresh tenders)



earlier tenders due to the reason of the blacklisting order dated 04.07.2025 issued by MCD.

3.1 It is alleged that the Respondents have acted in wilful disregard of the learned Single Judge's orders in W.P.(C.) No. 832/2026 by cancelling the earlier tenders and issuing fresh tender notices.

3.2 The Petitioner further submits that the impugned action constitutes a colourable exercise of power and has been taken in excess of jurisdiction during the pendency of judicial proceedings in W.P.(C.) No. 832/2026, with the object of circumventing and frustrating the binding orders passed by learned Single Judge in the earlier writ petition and connected contempt proceedings.

3.3 The Petitioner challenges the impugned cancellation orders primarily on the ground that they are arbitrary, unreasonable and violative of Articles 14 and 19(1)(g) of the Constitution, having been passed without any valid reasons or public interest justification. It is further contended that the cancellation was affected in violation of the principles of natural justice, as no show cause notice or opportunity of hearing was afforded before cancelling the earlier tenders in which the Petitioner had already emerged as the successful bidder. The Petitioner also invokes the doctrines of legitimate expectation and level playing field, contending that the arbitrary cancellation deprived the Petitioner of the legitimate expectation of award of the contracts after being declared the lowest and successful bidder. It is lastly contended that the repeated cancellation and re-tendering have caused substantial financial prejudice to the parties as the tenders relate to the



operation and maintenance of swimming pool facilities for a limited seasonal period.

SUBMISSIONS BY THE RESPONDENT

4. The Respondent submits that the present writ petition is not maintainable as it challenges the cancellation of two separate and distinct tenders, namely earlier tender dated 23.12.2025 pertaining to the 'Hari Nagar Sports Complex' and earlier tender dated 26.02.2026 pertaining to the 'Yamuna Sports Complex', by way of a single writ petition despite each cancellation constituting an independent cause of action.

4.1 Additionally, the Respondent contends that the Petitioner has approached the Court with unclean hands by suppressing material facts. It is submitted that the Petitioner has failed to disclose its earlier filed CM Application No. 34680/2026 in W.P.(C.) No. 832/2026 for relief identical to prayer clause (b) in this writ petition, wherein learned Single Judge, by order dated 20.05.2026, merely issued notice and declined to grant any relief as prayed for. Thereafter, on 15.06.2026, the Petitioner filed CM Application No. 39025/2026 in W.P.(C.) No. 832/2026, again, seeking directions to Respondent to award the Hari Nagar Sports Complex and Yamuna Sports Complex contracts to the Appellant pursuant to the earlier tenders, and to restrain the Respondents from cancelling and reissuing the tenders. The said application was heard by the learned Single Judge on 17.06.2026, but no interim protection was granted. It is contended that the filing of the said application and the order dated 17.06.2026 has been deliberately concealed in the present proceedings.



4.2 On merits of the cancellation of earlier tenders, the Respondent submits that the Petitioner had been blacklisted by MCD *vide* order dated 04.07.2025 and it was subsisting on the date of submission of bids in pursuance to the earlier tenders. The bidders were required to submit an undertaking to the effect that it has not been blacklisted or debarred by any Government Department, Public Sector Undertaking (PSU) or Autonomous Body. However, the Petitioner knowingly and wrongly submitted undertakings dated 18.01.2026 and 02.03.2026 respectively, falsely declaring that it had not been blacklisted or debarred by any Government Department, PSU or Autonomous Body so as to remain eligible under the tender conditions.

4.3 It is submitted that the aforesaid concealment came to light only after the Respondent received a complaint dated 03.04.2026, alleging that the Petitioner had secured the earlier tenders by suppressing its blacklisted status. Acting upon the complaint, the Respondents sought clarification from the MCD through an e-mail dated 15.04.2026, whereupon the MCD, by e-mail dated 23.04.2026, confirmed that the Petitioner continued to remain blacklisted. It is stated that the Petitioner was blacklisted by MCD due to an unfortunate incident of drowning of a six-year-old boy child on 13.06.2025 at the swimming pool for FU Block, Pitampura, New Delhi. Following such confirmation, the Respondents issued a clarification notice dated 24.04.2026, to which the Petitioner replied on 25.04.2026, admitting that it had not disclosed the blacklisting order and characterising the omission as a 'bona fide omission'. The Respondents, therefore, contend that the



Petitioner was afforded an opportunity to explain its conduct in filing a false undertaking, however, its explanation was not found reasonable and that the principles of natural justice stood complied with.

4.4 The Respondents rely upon Clauses 40 and 41 of the NIT, which expressly prohibits participation by a blacklisted or debarred agency. It is submitted that the Petitioner stood disqualified under the tender conditions not only because of the subsisting blacklisting order but also because it had fraudulently suppressed the same by filing false undertakings. According to the Respondent, had the blacklisting been disclosed, the Petitioner would have been disqualified at the threshold.

4.5 With regard to the Hari Nagar Sports Complex tender, the Respondent submits that although a Letter of Intent ['LOI'] dated 22.04.2026 was issued requiring the Petitioner to furnish a Performance Guarantee of Rs. 89,718/- within seven days, however, the Petitioner failed to submit the Performance Guarantee. Consequently, no enforceable contractual right accrued in its favour. As regards the Yamuna Sports Complex tender, it is submitted that no LOI was ever issued.

Relying on **State of Himachal Pradesh v. OASYS Cybernetics (P) Ltd.**³, the Respondents contend that a LOI by itself does not create any vested or contractual right unless all stipulated preconditions are fulfilled.

4.6 The Respondents further contend that the cancellation of the earlier tenders became necessary because the bid validity period under Clause 6 of the NIT was only 75 days. The validity period for the Hari Nagar Sports

³ (2026) 3 SCC 348, at paras 34-36



Complex tender expired on 03.04.2026, while the validity period for the Yamuna Sports Complex tender expired on 18.06.2026. According to the Respondents, the complaint regarding suppression of blacklisting, the verification process with the MCD, the issuance of clarification notices, and the processing of the matter consumed considerable time, resulting in the expiry of the bid validity period before the contracts could be awarded. Consequently, the Respondents were compelled to cancel the existing tenders and issue fresh NITs on 17.06.2026 (Hari Nagar Sports Complex) and 18.06.2026 (Yamuna Sports Complex).

4.7 The Respondents also submit that the cancellation was necessitated by overriding public interest. It is contended that the swimming pools at both sports complexes remained non-operational in the interregnum, due to the absence of lifeguards and medical attendants, causing substantial financial losses to the DDA and inconvenience to approximately 23,000 members and their dependants. Since swimming pools operate substantially only during the period April to September, any further delay would defeat the purpose of the contracts. It is further pointed out that the Petitioner chose not to participate in the fresh tenders, while simultaneously seeking to stall the new tender process through litigation. According to the Respondents, the evaluation of the fresh tenders is at an advanced stage, the technical bids having been opened on 29.06.2026, and therefore any interference at this stage would seriously prejudice public interest.

4.8 The Respondents submit that judicial review in tender matters is limited and that courts should ordinarily not interfere with administrative



decisions cancelling tenders, particularly where such decisions are consequent to the L1 bidder's concealment of material facts, ineligibility under the tender conditions, and overriding public interest. Accordingly, the Respondents pray for dismissal of the writ petition.

4.9 It is also submitted that the Petitioner is a contractual employee with the Respondent and initially the Petitioner's bid was technically disqualified on this ground by referring to Clauses 47 and 77 of the NIT, which precludes an employee from participating in the bidding process. It is stated however, that the said disqualification was set aside by coordinate Bench of this Court in W.P. (C) 3989/2026 *vide* judgement dated 16.04.2026 and led to processing of the Petitioner's financial bids in the earlier Tenders.

FINDINGS AND ANALYSIS

5. This Court has heard the learned counsel for the parties and perused the record.

6. Since the challenge in this petition is to the cancellation of two separate and distinct tenders, we intend to examine the legality of the cancellation of each tender separately.

I. Hari Nagar Sports Complex

7. A Tender for providing lifeguards and medical attendant for running of deck area services of swimming pool at Hari Nagar Sports complex was issued on 23.12.2025 and the last date for submission of the bid was 18.01.2026. It was the condition of the Tender that the bidder had to file an undertaking declaring that it has not been blacklisted or debarred by any Government Department, PSU or Autonomous Body.



7.1 The Petitioner has been blacklisted by MCD on 04.07.2025 on account of an unfortunate incident of the drowning of a six-year-old boy at FU Block, Pitampura Swimming Pool Complex, managed by this agency. The said blacklisting order was in force as on 18.01.2026, however, the Petitioner in the undertaking dated 18.01.2026 filed along with its bid documents made a false declaration that it has not been blacklisted or debarred by any Government Department, PSU or Autonomous Body.

7.2 Withholding of the information pertaining to the blacklisting order dated 04.07.2025 led to incorrect inclusion of the Petitioner in the list of technically qualified bidders and consequently led to opening of its financial bids on 29.03.2026. Pursuant to draw of lots amongst the technically qualified bidders, the Petitioner was declared a winner and this led to issuance of an LOI on 22.04.2026.

7.3 As per the LOI, the Petitioner had to submit its Performance Guarantee of Rs. 89,718/- within seven days, however, the Petitioner failed to submit the same. The LOI clarified that in case of failure to furnish the Performance Guarantee within seven days, the earnest money shall stand forfeited.

It is a matter of record that the Petitioner did not deposit the Performance Guarantee.

7.4 In the meantime, the Respondent received a complaint/information that the Petitioner had been blacklisted by MCD on 04.07.2025, which order was subsisting and had not been disclosed to the Respondent. The Respondent verified this information from MCD, which was confirmed by



MCD *vide* e-mail dated 23.04.2026.

The Respondent promptly sought a clarification on this fact from the Petitioner *vide* e-mail dated 24.04.2026. The Petitioner replied on 25.04.2026 and confirmed that indeed it has been blacklisted by MCD. It explained that the non-disclosure in the undertaking dated 18.01.2026 filed with the bid was a bona-fide omission and relied upon an order dated 21.01.2026 passed by the learned Single Judge in W.P.(C) 832/2026.

7.5 It transpires that after submission of its bid on 18.01.2026, the Petitioner filed a writ petition i.e., W.P. (C) 832/2026 impugning the blacklisting order dated 04.07.2025 passed by MCD. Learned Single Judge while issuing notice in the petition on 21.01.2026 did not stay the operation of the order, but (at paragraph 7 therein) observed that the said blacklisting order is applicable only in respect of participation in tenders of MCD; and as per the blacklisting order dated 04.07.2025, there is no bar on tenders floated by another Government body.

7.6 In these facts, the Legal Department of the Respondent opined that the filing of the false declaration dated 18.01.2026 was a violation of the Tender conditions and the breach of code of integrity. It recommended appropriate action against the Petitioner as per the Tender conditions. The Respondent initiated steps on 19.05.2026 for cancellation of the Tender dated 23.12.2025 and issuance of a fresh tender.

7.7 The Petitioner learnt about the aforesaid proposal of cancellation and approached the learned Single Judge in W.P.(C.) No. 832/2026 and sought impleadment of DDA. *Vide* order dated 20.05.2026, DDA was impleaded



and the learned Single Judge directed that DDA will continue to comply with the order passed on 21.01.2026. The Petitioner approached the Vacation Bench again by filing interim application CM APPL. 39025/2026 seeking direction for award of the Tender, however, the Vacation Bench on 17.06.2026 simplicitor issued notice.

7.8 In these facts, the Respondent on 17.06.2026, first cancelled the Tender dated 23.12.2025 and proceeded to float fresh Tender for Hari Nagar Sports Complex with the last date of submission on 27.06.2026 and bid opening date as 29.06.2026. It is this action of the Respondent which is challenged by the Petitioner by relying upon the orders passed in W.P. (C) 832/2026.

8. A perusal of the aforementioned facts proves beyond any doubt that the undertaking dated 18.01.2026 submitted by the Petitioner with its bid document declaring that it has not been blacklisted by any Government Department, PSU or Autonomous Body was false. Due to the filing of the said false undertaking, its bid was wrongly shortlisted as a technically qualified bid. In these facts, its participation in the opening of the financial bids and draw of lots on 29.03.2026 was illegal. The recommendation of the Legal Department opining that this action of the Petitioner amounts to violation of the Tender Conditions is therefore, correct and duly justifies the subsequent decision taken by the Respondent to cancel the Tender.

8.1 The order dated 21.01.2026 and 20.05.2026 passed by the learned Single Judge in W.P.(C.) No. 832/2026 have no relevance for deciding the consequence of the false declaration filed by the Petitioner on 18.01.2026 in



the Tender process. The said orders came into existence after the false declaration dated 18.01.2026 had been wilfully filed by the Petitioner and cannot protect the Petitioner from the consequences of making such false declarations in the bidding process.

8.2 Moreover, we are of the opinion that the circumstances which led to the Petitioner's blacklisting by MCD were directly and materially relevant for the services of providing life-guards and medical attendants for running of deck areas services of the swimming pool as sought in the present Tender. Respondent should have been made fully aware about the incident of the drowning of the 6 years old child at the Pitampura Complex and the blacklisting order of the MCD, so that it could take a conscious decision on the engagement of the present Petitioner and its expertise in managing swimming complexes. The Respondent has an obligation towards its members who use the swimming complex to ensure that the agency providing the deck area services is of the requisite qualification, as any untoward incident at the swimming complex would make the Respondent responsible to its users under the law of Torts, even if the contractual liability vests with the bidder.

8.3 The Respondent sought clarification from the Petitioner about the blacklisting order and has rejected the explanation of the Petitioner that the non-mention of the blacklisting order in the undertaking dated 18.01.2026 was a bona-fide omission. We find merit in this rejection and agree that the non-mentioning of the blacklisting order was not a bona-fide omission. The Petitioner's action of challenging the blacklisting order of 04.07.2025 by



filing W.P. (C) 832/2026 on 18.01.2026 shows a post facto endeavor to seek an interim stay of the said blacklisting order, being conscious that this issue would come up in the evaluation of the bids before DDA.

8.4 We also find merit in the submission of the Respondent that the LOI dated 22.04.2026 did not create any vested rights, as the Petitioner failed to comply with the conditions of the LOI within the stipulated timeline.

8.5 In these facts, the decision taken by the Respondent to cancel the Tender dated 23.12.2025 is legal and valid and merits no interference. Consequently, the decision of the Respondent to float the fresh Tender on 17.06.2026 is hereby upheld.

II. Yamuna Sports Complex

9. Similarly, a Tender for providing lifeguards and medical attendant for running of deck area services of swimming pool at Yamuna Sports Complex was published by the Respondent on 26.02.2026.

9.1 The terms and conditions of this Tender were identical with the Tender for Hari Nagar Sports Complex. The bidder was required to submit an undertaking declaring that it has not been barred or blacklisted by any Government Department, PSU or Autonomous Body. The Petitioner participated in this bidding process and submitted an undertaking dated 02.03.2026 stating that it has not been blacklisted or debarred by any Government Department, PSU or Autonomous Body.

This declaration in the undertaking was ex-facie false as admittedly, the Petitioner had been blacklisted by MCD on 04.07.2025.

9.2 The instructions to the bidder stipulate at (xi) for submission of an



undertaking with respect to 'no' blacklisting. The condition reads as under:

- “xi. Scanned copy of undertaking on a non-judicial stamp paper of Rs. 100/- that
- a. agency is not blacklisted or debarred by any Govt. Central / State department/PSU/Autonomous body and
 - b. ...”

9.3 In compliance with the said instructions, the Petitioner submitted an undertaking dated 02.03.2026, the contents whereof read as under:

“UNDERTAKING

I, ARPANA TIWARI PROP. OF M/S TEKRAM ENTERPRISES SITUATED AT B-8-D, SLUM BLOCK E, Madipur, New Delhi, West Delhi, Delhi, 110063, do hereby affirm and declare as under: -

- A. I/We undertake and confirm that my agency is not blacklisted or debarred by any Govt. Central/State department/PSU/Autonomous body.
- B. My agency will make payments to its staff as per minimum rates of wages as applicable in Delhi/Central Government.”

The undertaking did not make any reference to W.P. (C) 832/2026 or learned Single Judge's order dated 20.01.2026. We take note of this fact as order dated 21.01.2026 is the basis of the challenge in the writ petition.

9.4 Due to the aforesaid undertaking dated 02.03.2026, the Petitioner's bid was assessed as technically qualified and its financial bid was opened leading to its participation in the draw of lots held on 01.04.2026, where the Petitioner emerged as a successful bidder. However, before any further steps could be taken by the Respondent, it learnt about the issuance of the blacklisting order of the MCD dated 04.07.2025 leading to the process of award of Tender coming to an halt.



10. The Petitioner contends that the non-disclosure of the blacklisting order of the MCD dated 04.07.2025 in the undertaking dated 02.03.2026 was a bona-fide omission. We are unable to accept this submission, as also noted while deliberating on the Hari Nagar Sports Complex Tender.

10.1 The order dated 20.01.2026 passed in W.P. (C) 832/2026 does not enable the Petitioner to file the false undertaking dated 02.03.2026. If the Petitioner was acting bona-fide, it should have disclosed the fact of the blacklisting order issued by MCD and the order passed in W.P. (C) 832/2026 in the said undertaking so that the Respondent could then assess the technical bid independently and mindfully after taking these facts into consideration. However, the Petitioner could not have under any circumstances filed a false and misleading undertaking on 02.03.2026.

10.2 The facts which led to the Petitioner's blacklisting by MCD were directly relevant for the services which the Respondent had sought for the in the Tender and no bidder can create circumstances where the Tendering Authority is deprived of such material information prior to selection of the bidder.

10.3 The order dated 21.01.2026 passed by the learned Single Judge merely clarifies that the blacklisting order dated 04.07.2025 was applicable to tenders floated by the MCD and not other Government entities. While the said observation is correct, it does not preclude Respondent from seeking information of blacklisting orders suffered by a bidder as a part of the technical evaluation process. The Respondent is well within its right to seek such information from the bidder and take an independent decision if it



wishes to deal with a bidder who has suffered a blacklisting order especially considering the circumstances of the blacklisting. The order of the learned Single Judge does not preclude the Respondent from considering this fact as the part of the technical evaluation criteria.

The circumstance that a 6 year old child died at the swimming complex managed by the Petitioner leading to registration of an FIR and the Petitioner being blacklisted are facts which the Respondent must know and if these facts lead to the Respondent considering the Petitioner to be unfit for participation, we find that the said decision is neither arbitrary nor unfair. The services sought from the bidder under the Tender process are for a swimming pool carrying significant and the incident at the MCD complex was directly relevant.

10.4 The learned Single Judge has *vide* order dated 21.01.2026, has not stayed the operation of the MCD blacklisting order dated 04.07.2025 and therefore, the Respondent's decision to take into consideration of the facts which led to the blacklisting by MCD, is reasonable, responsible and merits no interference.

10.5 There cannot be any dispute that if the Petitioner had disclosed the existence of the blacklisting order dated 04.07.2025, the Respondent would have not processed its bid for inclusion in the opening of the financial bids and consequently, it would not have been included in the draw of lots. The Petitioner by making a wrong declaration misled the Respondent and overcame the ineligibility condition of the Tender and therefore, no vested right can be claimed by the Petitioner for having its bid included in the draw



of lots on 01.04.2026.

10.6 For the reasons recorded hereinabove, we find no merit in the reliefs sought in the present petition qua the cancellation of the tender dated 26.02.2026 and issuance of the fresh Tender dated 18.06.2026.

11. The Respondent's decision to cancel the earlier tender process cannot be viewed in isolation from its overarching public law obligations as a statutory authority entrusted with the management of public facilities. It is also pertinent to note that the allegation against the Petitioner was not merely of technical ineligibility but pertained to the concealment of a subsisting blacklisting order arising from serious deficiencies in the operation of a public swimming facility, culminating in the unfortunate death of a minor child. In such circumstances, the Respondent was under a heightened duty to exercise due diligence before entrusting the operation of similar public facilities to the Petitioner. As recognised by the Supreme Court in *Vadodara Municipal Corporation v. Purshottam V. Murjani & Ors.*⁴, public authorities owe a duty of care to citizens and may be held liable in tort for failure to discharge such duty. The Supreme Court further underscored that where the activities of a public body are hazardous, the highest degree of care is expected, and breach of such duty is actionable, the obligation being intrinsically linked to the guarantee under Article 21 of the Constitution of India.

The operation of public swimming pools, involving the safety of thousands of members and their dependants, is undoubtedly an activity

⁴ (2014) 16 SCC 14, at paragraph nos. 9 to 17.



requiring the highest standards of vigilance and care. Members of the public are entitled to repose confidence in the Respondent, as a governmental authority, to ensure that contracts relating to such essential public facilities are awarded only to agencies whose eligibility and safety credentials withstand scrutiny. Had the Respondent, despite being apprised of the Petitioner's subsisting blacklisting founded upon grave safety concerns, proceeded with the award of the contract, it would have exposed itself to potential tortious and public law liability in the event of any subsequent mishap attributable to the Petitioner's conduct. The decision to cancel the earlier tenders, verify the Petitioner's eligibility, and initiate a fresh procurement process was, therefore, not only a legitimate administrative response but a necessary discharge of the Respondent's duty of care owed to the public.

12. We are satisfied that the decision to cancel the earlier Tenders, to prevent the Petitioner from running the services at the Sports Complexes is in public interest. In view of the above, the petition is dismissed for being without any merits. Pending applications are disposed of.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

JULY 8, 2026/msh/AM