



2026:DHC:6813-DB



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

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Date of Decision: 18.08.2026# **CNR No. DLHC010360142026**

+ **W.P.(C) 11184/2026, CM APPL. 51784/2026, CM APPL. 53931/2026**

TIEBREAKER SOLUTIONS PVT LTD**.....Petitioner**

Through: Mr. Rajat Aneja, Sr. Advocate with
Mr. Upendra Pratap Singh, Mr.
Abhishek Grover and Ms. Anamika
Bag, Advocates

versus

MUNICIPAL CORPORATION OF DELHI AND ORS**.....Respondents**

Through: Mr. Tushar Sannu, SC for MCD with
Mr. Vaibhav Tripathi, Advocate
along with Mr. Mukesh Meena, JE
MCD and Mr. Pankaj Goel, AE
MCD for R-1 & R-2
Mr. Gautam Narayan, Sr. Advocate
with Mr. Navneet Panwar, Ms.
Suhani Kundra and Mr. Anand
Sharma, Advocates for R-3

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 under Article 226 of the Constitution of India challenging the disqualification of the Petitioner's technical bid in relation to the Tender dated 22.06.2026 ('subject Tender') whereby Respondent No. 1/Municipal Corporation of Delhi ['MCD'] invited bids for 'Establishment of Bio-Gas Facility of 300 TPD capacity for treating Bio-Degradable Waste [Cattle Dung (preferably) and Municipal Solid Waste] into Bio-Gas/ CBG or Generation of Electricity at land opposite Integrated Freight Complex, Gharoli Extension, Mayur Vihar phase-III, Ghazipur in the jurisdiction of Municipal Corporation of Delhi'.

FACTUAL MATRIX

2. Petitioner is one of the constituents of the Joint Venture comprising of M/s Rasha Infrastructure & Services Ltd. and M/s. Tiebreaker Solutions Pvt. Ltd. ['JV'], which participated in the subject Tender.

2.1 It is stated that previously on 10.04.2026 MCD had invited a tender for setting up of the said 300 TPD Waste to Biogas plant at the same site. However, the said tender was closed by MCD on 15.05.2026, due to minimal participation.

Thereafter, on 19.05.2026 a fresh Tender was issued for the same plant without any modifications in the terms and conditions from the earlier Tender dated 10.04.2026. It is stated that the Petitioner participated, in the Tender dated 19.05.2026, and submitted its competitive bids in accordance with the Tender conditions. However, this Tender was inexplicably closed by MCD *vide* its communication dated 22.06.2026, without any reasons.

2.2 Next, within hours of cancellation of the Tender dated 19.05.2026, on



22.06.2026, MCD uploaded the subject Tender with a modified essential qualification criterion. The subject Tender prescribes the technical qualification for the bidders, at Clause 4A. Relevant portion of the said qualification criteria reads as under:

“In the last 10 years before the Bid-Due date, the Bidder shall have successfully designed, engineered, constructed and commissioned the Waste to Bio-gas and CBG Facility with successful operation & maintenance for a minimum continuous period of one year: -

1. One Waste to Bio-gas and CBG Facilities anywhere in the world where the Facility must have a minimum capacity to process 150 Tons Per day of **cattle dung and bio-degradable wet waste of Municipal Solid Waste.**

OR

2. Two Waste to Bio-Gas and CBG Facilities anywhere in the world where each Facility must have a minimum capacity to process 100 Tons per day of cattle dung and bio-degradable wet waste of Municipal Solid Waste.

OR

3. Three Waste to Bio-Gas and CBG Facilities anywhere in the world each Facility must a have minimum capacity to process to process 70 Tons per day of cattle dung and bio-degradable wet waste of Municipal Solid Waste.”

2.3 It is contended that the qualification criteria at Clause 4A of the subject Tender is at variance with the qualification criteria set out in the earlier Tender(s) dated 10.04.2026 and 19.05.2026, issued by MCD. The experience of ‘cattle dung’ and ‘bio-degradable wet waste’ was included in the qualification criteria of subject Tender.

2.4 It is stated that the Petitioner had participated in the previous Tender dated 19.05.2026. It is contended that MCD thus, gained access to the technical bids including experience credentials, technical capabilities of the



participating bidders including the Petitioner. And, thereafter, the said Tender was cancelled on 22.06.2026 without any justification, whatsoever.

2.5 It is contended that the alteration of the qualification criteria in the subject Tender is neither fair, nor objective and is intended to favour the successful bidder, that is Respondent No. 3.

2.6 It is stated that cancellation of the Tender dated 19.05.2026 on 22.06.2026 and publishing the subject Tender, within a period of merely 2-3 hours, with modified qualification criteria was premediated, especially since there was no change whatsoever in the nature, scope, location, design capacity or feedstock requirement so as to warrant the modification midway.

2.7 It is stated that, the Petitioner, without prejudice to its rights and contentions, however, participated in the subject Tender process with a JV partner which fulfil the updated technical qualification of the subject Tender. It is stated that Petitioner relies on the MoU executed between M/s. Rasha Infrastructure & Services Ltd. and OGB Enviro Technologies India Private Limited in terms of Clause 4(C)(4) of the subject Tender, to prove its experience.

2.8 It is stated that, however, the Petitioner has been disqualified by MCD *vide* letter dated 31.07.2026 [‘impugned letter no. 1’] on the ground that neither the Petitioner nor its JV partners have requisite work experience in terms of Clause 4A of the subject Tender.

2.9 It is stated that, the Petitioner filed a representation dated 01.08.2026 to MCD against its disqualification. The said representation has been



considered and decided by MCD on 05.08.2026 [‘impugned letter no. 2’] whereby MCD has concluded that experience of Arciplug, Finland cannot be considered as experience of M/s. OGB Enviro Technology India Pvt. Ltd., which entity has executed the requisite MoU with the Petitioner’s JV in terms of the Clause 4(C)(4) of the subject Tender. MCD has consequently held the bid of the Petitioner or the JV’s bid is not technically qualified.

SUBMISSIONS BY THE PETITIONER

3. Mr. Rajat Aneja, learned senior counsel for the Petitioner has been unable to persuade this Court, that, there is any error in the impugned letter(s) dated 31.07.2026 or letter dated 05.08.2026 issued by MCD opining the Petitioner’s technical bid to be disqualified. We may note here that, to this extent, the learned senior counsel for the Petitioner fairly admits that the Petitioner or its JV partners do not satisfy the essential qualification condition of Clause 4A of the subject Tender.

3.1. He however, submits that the present petition challenging the qualification of Respondent No. 3 is maintainable. He states that Respondent No. 3 has been declared as technically qualified though the documents pertaining to prior experience of CBG Plant at Pune relied upon by Respondent No. 3 do not pertain to it. He states that MCD has elected to award the Tender in favour of Respondent No. 3, in contravention of Clause 4A.

3.2. He submits that MCD has relaxed the qualification criteria in favour of Respondent No. 3. He states that the Tender for CBG Plant at Pune was awarded in favour of Noble Exchange Environment Solution Pvt. Ltd. (‘M/s



Noble Pvt. Ltd.’), which is an entity distinct from M/s Noble Exchange Environment Solutions Pune LLP (‘M/s Noble LLP’). Whereas, the bidder before MCD is M/s Noble LLP and this entity cannot claim the experience of the CBG Plant at Pune.

3.3. He submits that if the qualification criteria *qua* experience of the subject Tender can be relaxed in favour of the Respondent No. 3, so as to permit M/s Noble LLP to claim the experience of M/s Noble Pvt. Ltd., it should be similarly relaxed in favour of the Petitioner’s JV, as well.

SUBMISSIONS BY THE RESPONDENTS

4. In response, Mr. Tushar Sannu, learned standing counsel for MCD states that the central allegation of the Petitioner, to the effect, that the qualification criteria at Clause 4A of the subject Tender had been relaxed while evaluating the technical bid of Respondent No. 3, is wrong.

4.1. He states that Respondent No. 3 has relied upon its experience of setting up of food waste to CBG plant on developed, build, owned, operated and transferred [‘DBOOT’] basis for Pune Municipal Corporation [‘PMC’] to prove compliance with the qualification criteria at Clause 4A of the subject Tender.

4.2. He states that, Respondent No. 3 has submitted to MCD, a certificate dated 16.01.2024 issued by the project coordinator, Biogas Development and Training Centre, Bengaluru [‘BDTC’] which has certified that the Compressed Biogas [‘CBG’] plant operated by Respondent no. 3 for PMC



utilizes approximately 65%-70% of organic fraction of MSW (OFMSW) and 30%-35% cow dung through co-digestion, for production of raw biogas.

4.3. He states that Respondent No. 3 has submitted documents evidencing assignment of the contract for setting up and operation of the CBG plant from M/s Noble Pvt. Ltd. to M/s Noble LLP in the records of the PMC.

4.4. He states that MCD *vide* email dated 28.07.2026 had addressed a letter to PMC for seeking verification of the documents [including the certificate dated 16.01.2024] submitted by Respondent No. 3 to prove its experience of operating the CBG plant.

He states that PMC has replied *vide* email dated 30.07.2026 and has confirmed the authenticity of the documents submitted by the Respondent No. 3 for its technical bid. He states that the certificate dated 16.01.2024 issued by BDTC was also sent to PMC *vide* email 28.07.2026 and its veracity has been confirmed by PMC.

4.5. He states that therefore, MCD is satisfied that the Tender awarded by PMC in favour of M/s Noble Pvt. Ltd. has been duly assigned to M/s Noble LLP, which is the JV constituent of Respondent No. 3.

4.6. He states that, therefore, MCD has taken all steps to satisfy itself that Respondent No. 3 satisfies the qualification criteria at Clause 4A of the subject Tender.

4.7. He states that MCD had received the objections raised by the Petitioner *qua* the eligibility of Respondent No. 3 and the said objections



had been examined in detail and answered in its impugned letter dated 05.08.2026.

4.8. He states that a tabular representation of the comparison of the technical qualification of the Petitioner's JV and Respondent No. 3 JV has been set out at paragraph 28 of the counter affidavit filed by MCD and relies upon the same. The tabular representation of the comparison reads as under:

“Simple Comparison of Technical Eligibility

<i>Issue</i>	<i>Petitioner - Tiebreaker JV</i>	<i>Respondent No. 3 - Biotic JV</i>
<i>Route adopted under RFP</i>	OEM/Technology Supplier route under Clause 4(C)(4)	Associate experience expressly disclosed in Annexure-5A
<i>Entity relied upon</i>	Tenacis/OGB India	Noble Exchange Environment Solutions Pvt. Ltd. / Noble Exchange Environment Solutions Pune LLP
<i>Experience of entity relied upon</i>	OGB India had no qualifying historical project experience of its own and was incorporated only on 20.04.2026	Experience related to the same identifiable 300 TPD PMC project, originally awarded to Noble Exchange Environment Solutions Pvt. Ltd. on 21.01.2015
<i>Source of project experience</i>	Actual reference projects were those of Arciplug Oy, Finland, on the basis of its cooperation / technology arrangement. (Not part of JV or direct associate)	Original PMC project itself; not an unrelated third-party project



<i>Relationship with experienced entity</i>	Reliance upon Arciplug was through a cooperation/technology arrangement	Reconstitution Deed dated 03.12.2024 records the <i>original Pvt. Ltd. company as a continuing partner of Pune LLP</i> with 90% voting rights and control
<i>Project continuity</i>	No transfer or continuity of Arciplug's completed projects into OGB India was established	Same PMC project continued through the Pune LLP on a going- concern basis
<i>Technical /operational evidence</i>	Arciplug's experience could not, by itself, become OGB India's experience	BDTC certificate identifies Noble Pune LLP's CBG plant and confirms 65-70% of organic fraction of MSW (OFMSW) + 30-35% cow dung
<i>Independent verification</i>	-	Credentials independently verified by Pune Municipal Corporation on 30.07.2026
TEC conclusion	Technically non-responsive	Technically qualified

The essential distinction is simple: **the Petitioner** sought to use the past experience of a *separate foreign company* through a cooperation arrangement, whereas Biotic relied upon the same continuing PMC project, supported by an established 90% control relationship, project documents, technical certification and PMC verification. The Reconstitution Deed specifically records the continuing partnership and 90% voting rights.”

4.9. He states that the aforesaid table, therefore, shows that the process adopted by MCD in evaluating the technical qualification of the bids of



Petitioner and Respondent No. 3, is in conformity with the subject Tender requirements.

5. Also, Mr. Gautam Narayan, learned senior counsel appearing for Respondent No. 3 states that Respondent No. 3 is a JV comprising of (i) M/s Biotic Waste Limited; (ii) M/s Superb Hygenic Disposals (India) Pvt. Ltd., and; (iii) M/s Noble Exchange Environment Solutions Pune LLP ('M/s Noble LLP').

5.1. He states that M/s Noble LLP has successfully completed the setting up of the CBG plant on DBOOT basis against Letter of Intent ('LOI') dated 21.01.2015 issued by PMC.

He states that initially the LOI dated 21.01.2015 was issued by PMC in favour of M/s Noble Pvt. Ltd as it had won a bid in Pune in 2015. In furtherance to the implementation of the said bid, a concession agreement dated 30.03.2015 was executed between PMC and M/s Noble Pvt. Ltd. Further, Clause 2.3.19 of the concession agreement, entitled Noble Pvt. Ltd to assign and transfer its rights to a special purpose vehicle [SPV] created by its own self. He states that in furtherance of the said Clause, Noble Pvt. Ltd assigned the said bid of PMC in favour of M/s Noble LLP for implementation of the said biogas project in Pune.

5.2. He states that the certificate dated 29.08.2023 issued by PMC confirming the setting up of the CBG plant is already on record. He states that since the said CBG plant has the capacity of 300 TPD, it duly satisfies the condition of prior experience as stipulated in Clause 4A of the subject Tender. He submits that with respect to the processing of cattle dung, the



certificate dated 16.01.2024 issued by BDTC shows that Respondent No. 3 was processing cow dung as well at the CBG plant, in Pune.

5.3. He submits that therefore the submission of the Petitioner that Respondent No. 3 does not satisfy the technical qualifications at Clause 4A of the subject Tender, is factually incorrect.

5.4. He further submits that it is settled proposition of law that the disqualified bidder (such as the Petitioner herein) cannot be permitted to challenge the declaration of the eligibility of a successful bidder. He relies upon the judgment of the Supreme Court in **Tata Motors Limited v. Brihan Mumbai Electric Supply and Transport Undertaking (BEST) and Ors.**¹.

FINDINGS AND ANALYSIS

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

7. In the facts noted hereinabove, there is no dispute that Petitioner along with its JV partner does not, by itself, satisfy Clause 4A of the essential qualification criteria of the subject Tender.

8. The Petitioner sought to rely upon a MoU executed between its JV partner Rasha Infrastructure and Services Ltd. with OGB Enviro Technologies India Pvt. Ltd. ('OGB India') to demonstrate its compliance with the qualification criteria. MCD has after perusing the said MoU concluded that even OGB India does not have the qualifying experience. We

¹ (2023) 19 SCC 1 at paragraph 49, 50 and 51



have perused the tabular representation at paragraph 28 of the counter affidavit of the MCD, as well as the submissions at paragraphs 42-44 of the counter affidavit of MCD and the impugned letter dated 05.08.2026. We find no error in this evaluation by MCD. Thus, the inability of the Petitioner's JV to comply with the qualification criteria at Clause 4A stands established. We do not deem it necessary to elaborate further upon it.

9. Faced with the aforesaid disqualification, the only submission raised by the Petitioner is that the successful bidder (i.e., Respondent No. 3), which has been declared technically qualified by MCD for the subject Tender, also does not satisfy Clause 4A of the subject Tender. It is stated that the said Respondent No. 3 has been allegedly granted relaxation in its favour, therefore, the Petitioner should also be entitled to relaxation of the qualification criteria. It is on this basis that the Petitioner seeks to distinguish the judgment of the Supreme Court in **Tata Motors Limited v. Brihan Mumbai** (supra).

10. We are unable to accept this submission of the Petitioner. MCD has categorically asserted that it has not relaxed the qualification criteria of Clause 4A of the subject Tender, in favour of the Respondent No. 3. MCD has asserted, Respondent No.3 meets all the qualification criteria of Clause 4A of the subject Tender. MCD has asserted that the Respondent No. 3's experience of the CBG plant in Pune satisfies option A(i) of Clause 4 of the subject Tender, therein. MCD has also relied upon the Certificate dated 16.01.2024 issued by, BDTC, Experience Certificate dated 29.08.2023 issued by PMC in respect of 300 TPD project in Pune and the emails dated 28.07.2026 and 30.07.2026 exchanged between MCD and PMC to prove the



aforementioned submission. Learned counsel for the MCD asserted that it is satisfied that the Pune project has been duly assigned by PMC from M/s Noble Pvt. Ltd. to M/s Noble LLP and the said plant is being operated by M/s Noble LLP.

11. We may note that the Petitioner does not dispute that the CBG Plant at Pune satisfies the experience criteria at Clause 4A of the subject Tender. The limited submission of the Petitioner is that the said plant is operated by M/s Noble Pvt. Ltd. and not M/s Noble LLP. Respondent No. 3 has asserted that though the contract for setting up the CBG plant was awarded to M/s Noble Pvt. Ltd., it has been assigned to M/s Noble LLP as was permissible under the contract. MCD states that it has verified this stand of M/s Noble LLP from the PMC.

12. In view of the aforesaid stand taken by MCD, we are of the considered opinion that the Petitioner has failed to show that MCD has relaxed the qualification criteria in favour of the Respondent No.3.

13. In view of the twin facts (a) that Petitioner admittedly does not satisfy the criteria of the Clause 4A of the subject Tender and (b) MCD has asserted that the qualification criteria of Clause 4A of the subject Tender has not been relaxed for Respondent No. 3, we do not propose to entertain this petition, any further.

14. Keeping in view the law settled by Supreme Court in **Tata Motors Limited v. Brihan Mumbai** (supra) we do not propose to examine the issue of correctness of the stand of Respondent No. 3 that the agreement between



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PMC and M/s Noble Pvt. Ltd. stands duly assigned to M/s Nobel LLP, at the behest of the Petitioner herein.

15. We clarify that we have not expressed any opinion on the veracity of the documents filed by Respondent No. 3 to show its compliance with the technical qualification at Clause 4A of the subject Tender or our satisfaction with the exercise undertaken by MCD to satisfy itself with respect to Respondent No. 3's technical qualification for the subject Tender. The said issue is left open.

16. The petition is dismissed. Pending applications, if any, stand disposed of.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

AUGUST 18, 2026/hp/IB