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

RESERVED ON: 10.04.2017
PRONOUNCED ON: 30.05.2017

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+ W.P.(C) 1712/2017

M/S PRATAP TECHNOCRATS PVT. LTD. Appellants
Through: Ms. Aishwarya Bhati, Mr. Amit Verma
and Mr. Jaideep Singh, Advocates.

Versus

M/S BHARAT SANCHAR NIGAM LIMITED Respondents
Through: Mr. Dinesh Agnani, Sr. Advocate with
Mr. Sameer Agrawal, Advocate for respondent
no.1/BSNL.
Mr. Amir Singh Pasrich and Mr. Kalyan
Arambam, Advocates for Intervener in CM
No.12180/2017.
Mr. Akhil Sibal, Sr. Advocate with Mr. Prashant
Kumar, Advocates for AST Telecom/Intervener.

CORAM:
HON'BLE MR. JUSTICE S. RAVINDRA BHAT
HON'BLE MR. JUSTICE YOGESH KHANNA

S.RAVINDRA BHAT, J.

1. The petitioner complains of arbitrariness against the respondent, the Bharat Sanchar Nigam Ltd, ("BSNL" hereafter) for the rejection of its tender. BSNL had invited – on 29.10.2015, tenders for "*outsourcing of Operations and Maintenance (O&M) activities of passive infrastructure along with Sales and Marketing (S & M) work of non allocated BSNL tower sites*

in 21 Circles in cluster form” (hereafter “the NIT”). The petitioner’s bid was rejected as ineligible.

2. M/s Pratap Technocrats was registered as a sole proprietorship on 17.12.1998. It undertook the business of Contractors, Sub-contractors, General Construction, Builders, Engineers, Mechanical, Electrical, Chemical, Civil, Irrigation, the business of erection, establishing, managing, maintenance, operation and repair of mobile towers in India or abroad and the laying of optical fiber cable, development, demolition, re-erection, alteration, repair, remodel or any other work in connection with any building or building scheme, roads, docks, ships sewers, bridges, canals, wells, springs, dams, power plants, reservoirs, embankments, railways, irrigations, reclamations, improvements, sanitary, water, gas, electric lights, telephone, telegraphic, television, and power supply works and also other structural work of any kind and to prepare estimates, designs, plants, specifications or models and to carry on the business of advisers, consultants, planners or managers in connection with mobile towers in India. While so, on 29.10.2015, BSNL issued the NIT for the service of outsourcing of operations and Maintenance (O&M) activities of passive infrastructure along with Sales and Marketing (S&M) work of non allocated BSNL tower sites in 21 Circles in cluster form.

3. On 27.11.2015, the petitioner, Pratap Technocrats (P) Limited- was incorporated as a private Indian company. It submitted its bid, in response to the NIT, to BSNL, offering to provide the services, on 15.03.2016. On 01.06.2016, BSNL sought a post bid clarification from the petitioner on certain aspects including how it had furnished audited financial statements of M/s Pratap

Technocrats which was not a company incorporated under the Companies Act, 2013. The specific query in this regard was:

“While examining the Certificate of Incorporation, it is found that M/s. Pratap Technocrats Private Limited (A company incorporated on 27.11.2015 under the Companies Act, 2013) has taken over the going concern the running business of Pratap Technocrats proprietorship concern of Mr. Devendra Singh Shekhawat. The bidder has furnished the Audited Financial Statements of M/s Pratap Technocrats which is not a company incorporated under the Companies Act, 2013.

Since, said company is incorporated on 27.11.2015 only, therefore to decide the financial eligibility of M/s Pratap Technocrats Private Limited; kindly provide ITRs (Income Tax Returns) of the bidder firm for the years 2014-1~ 2013-14 and 2012-13 to substantiate the already submitted Audited Financial Statements of the bidder.”

4. The petitioner states that it promptly responded to the query, stating that the sole proprietorship, Pratap Technocrats’ proprietor was the only shareholder in the newly incorporated company which had taken over the former’s business and that in these premises, the business experience and the income tax particulars relating to the erstwhile sole proprietorship should be considered as that of the newly incorporated company. Its letter, dated 12.06.2016, *inter alia*, stated as follows:

“Reply – M/s Pratap Technocrats Private Limited (Earlier M/s Pratap Technocrats) has taken over the running business of M/s Pratap Technocrats proprietorship concern of Mr.Devendra Singh Shekhawat as going concern along with all or any part of the property and other assets comprised in that business including any of belongings, funds, assets, rights, privileges, licenses, tender and contracts including all its technical and financial credentials, etc. and to discharge all or any of the

liabilities of said proprietorship concern.

Object clause of M/s Pratap Technocrats Private Limited clearly speaks about that and approved by registrar of companies. (Copy of object clause is enclosed herewith).

i. M/s Pratap Technocrats proprietorship concern was under 100% ownership of Mr. Devendra Singh Shekhawat and in M/s Pratap Technocrats Private Limited (Earlier M/s Pratap Technocrats), ownership of Mr.Devendra Singh Shekhawat is 99.55%.

ii. External Credit Rating CRISIL has also reported the above facts in their credit rating report for SME issued to M/s Pratap Technocrats Private Limited (Copy of report enclosed herewith).

iii. All the administrative decisions are now been taken by the Board of the company M/s Pratap Technocrats Private Limited.

iv. M/s Pratap Technocrats proprietorship concern has no more existence and all the new tender are being applied in the name of company only on the basis of technical and financial credential of earlier M/s Pratap Technocrats and all the existing contracts in the name of M/s Pratap Technocrats have already been got converted in name of company. M/s. Pratap Technocrats Private Limited or under process of conversion.

On the above facts it is. cleared that the company "Pratap Technocrats. Private Limited" company incorporated under Companies Act, for converting proprietorship firm to Company with intent to take over (please refer Object clause of MOA- attached} and has taken over the running business including technical and financial credentials of M/s Pratap Technocrats" as going concern from 27.10.2015.

Now, please find herewith enclosed the complete sets of ITR

(2012-13, 2013-14 & 2014-15) of the earlier proprietorship concern M/s. Pratap Technocrat and requested to last 3 years financial of M/s Pratap Technocrats proprietorship concern of Mr. Devendra Singh Shekhawat to substantiate the already submitted Audited Financial Statement of the bidder M/s Pratap Technocrats Private Limited.”

The petitioner also relies on a certificate issued by its chartered accountant, showing the financial results of the sole proprietorship, Pratap Technocrats and submits that since Mr. Shekhawat, the erstwhile sole proprietor, is the 99.5% shareholder in the newly formed company, the experience of the sole proprietorship should be considered for the tender submitted by the company. It relies on the objects clause of the newly formed company to substantiate its argument. It iterates these arguments, and relies on a representation dated 17.12.2016, which requested BSNL to take all these materials into account, in order to further analyze its bid and assess it technically – and, later, financially. When its representations failed to evoke any response, it preferred these proceedings under Article 226 of the Constitution of India.

5. Ms. Aishwarya Bhati, learned counsel for the petitioner, submitted that the narrow construction of the tender conditions, which apparently went against her client, is contrary to Article 14 of the Constitution of India. It is submitted that compliance with clause 4.3 of the tender condition has to be substantial, rather than a matter of form. The said condition reads as follows:

“4.3 Financial Qualification

4.3.1 The Bidder must have minimum cumulative turnover of

Rs.100 Crores (audited) taken together during the three consecutive financial years 2014-15, 2013-14 and 2012-13 from the business of Operation & Maintenance (O&M) of passive telecom infrastructure. Bidders will be required to support claims of their financial qualification through their audited financial statements in the prescribed format.”

It is submitted that as a public sector organization, BSNL should be concerned more with the quality and likely expense of the service it seeks from private providers, rather than the form, i.e., whether it was a company for the last three years or not. Elaborating on this issue, it is submitted that as long as a concern has the quantitative requisite experience of providing services reflecting a cumulative turnover of ₹100 crores for the three past years, the continued composition of that concern should not be relevant. Illustrating this, it is urged that when a company that might have such experience is taken over, by complete share transfer by another company or individual, who might never have any experience, nevertheless it is deemed compliant and eligible; in the same manner, when a sole proprietorship, prospers and transforms into a private limited company, to say that the erstwhile concern's experience cannot be linked to that of the new company, or taken into consideration for determining eligibility, would be illogical and arbitrary.

6. Ms. Bhati relied on *New Horizons Ltd. v. Union of India*, (1995) 1 SCC 478, to say that the Supreme Court indicated the correct approach in interpreting terms of an invitation to tender, to the following effect:

“the requirement regarding experience does not mean that the offer of the original company must be considered because it has experience in its name though it does not have experienced persons with it and ignore the offer of the new company because it does not have experience in its name though it has persons having experience in the field. While considering the requirement regarding experience it has to be borne in mind that the said requirement is contained in a document inviting offers for a commercial transaction. The terms and conditions of such a document have to be construed from the standpoint of a prudent businessman. When a businessman enters into a contract whereunder some work is to be performed he seeks to assure himself about the credentials of the person who is to be entrusted with the performance of the work. Such credentials are to be examined from a commercial point of view which means that if the contract is to be entered with a company he will look into the background of the company and the persons who are in control of the same and their capacity to execute the work. He would go not by the name of the company but by the persons behind the company.”

7. It was submitted that this approach has been reflected by the judgment of this court in *Patel Engineering Ltd. & Anr. v National Highways Authority Of India* AIR 2005 Delhi 298. In that case, the question was whether experience certificates issued to one JV partner, for the work it had performed, could be ignored, since the JV was not in existence when the bid was submitted. The court held that the experience certificates could not be ignored, even though the JV did not function. The court had relied on *New Horizons* (supra). Reliance was also placed on two affidavits – one on behalf of the petitioner, and the other by Mr. Shekhawat, both reiterating that Pratap Technocrats had ceased to do business since the petitioner was incorporated and that the former’s running contracts were “taken over” by the latter, with permission of the principals who had awarded the contracts. It was also stated that the newly formed company had all the appropriate

statutory and tax registrations in order. The petitioner submitted that in these circumstances, BSNL's position that it was not eligible, in terms of the NIT, was indefensible; it was arbitrary.

8. Mr. Dinesh Agnani, learned senior counsel appearing on behalf of the respondent BSNL, argued that the petitioner's bid had to be construed in the light of the tender conditions. BSNL also produced the official record in support of its contentions. Urging that the court should confine its inquiry to seeing whether the interpretation is illegal, or procedurally regular and not tainted with *mala fides*, counsel stated that apart from the qualification impeached, the bidder had to be an Indian company (clause 4.1.1 "*The Bidder must be Indian registered Companies under Company Act 1956.*") and possess technical qualification of three years (clause 4.2.1. "*The Bidder must have experience of Comprehensive O&M of total 1500 Nos. of tower sites of Telecom Service Providers (holding service license) or Infrastructure Providers (holding IP-1 registration) taken together during the three consecutive financial years*"). BSNL also relied on the following conditions:

"21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder."

It was submitted that like formulation of tender conditions, their interpretation was also a matter falling within the domain of the executive agency. Reliance was placed on the decision in *Michigan Rubber (India) Limited Vs. State of Karnataka & Others* (2012) 8 SCC 216 that:

“23. From the above decisions, the following principles emerge:

(a) the basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

(b) fixation of a value of the tender is entirely within the purview of the executive and courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by Courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of tendering authority is found to be malicious and a misuse of its statutory powers, interference by Courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and

in public interest in awarding contract, here again, interference by Court is very restrictive since no person can claim fundamental right to carry on business with the Government.

24. Therefore, a Court before interfering in tender or contractual matters, in exercise of power of judicial review, should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone; or whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached"; and (ii) Whether the public interest is affected. If the answers to the above questions are in negative, then there should be no interference under Article 226."

Reliance is also placed on the judgment in *Afcons Infrastructure Ltd. Vs. Nagpur Metro Rail Corporation Ltd.* &Anr2016 SCC Online SC 940 where the Supreme Court held as follows:-

"14.....a mere disagreement with the decision making process or the decision of the administrative authority is no reason for a constitutional Court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional Court interferes with the decision making process or the decision.

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16. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional Courts must defer to this

understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional Courts but that by itself is not a reason for interfering with the interpretation given.”

9. AST Solar Telecom Pvt. Ltd, and Pace Power Systems Ltd, third parties to these proceedings, in their impleadment applications, support BSNL’s submission. They too, had participated in the NIT; their bids were considered responsive. They rely, besides the conditions underlined by BSNL, upon other conditions. They are, *inter alia*, General Conditions of Bid, which are as follows:

"2. Eligibility Conditions

2.1 Kindly refer to Clause 4 of Section - 1 i.e. detailed NIT.

2.2 Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.

2.3 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

Which, refers to the abovementioned clause of the NIT.”

Clause 10 of the General Instructions to Bidders (GIB) which is also relied on, reads as follows:-

"10. Documents Establishing Bidder's Eligibility and Qualification – Refer Clause 4 Section 4B. (Special Instructions to Bidders) reads as follows :-

"4. Documents establishing bidder's eligibility and qualification.

4. 1. Entity Supporting Documents:

4. 1. 1 Certificate of registration/ incorporation of the Bidder. In case of a consortium, of all member firms.

4. 1.2 Articles of Association and Memorandum of Association of the Bidder.

4.2 Financial Qualification Supporting Documents(Refer Format 6K)

4.2. 1 Audited Financial Statements for last three consecutive financial years from (2014-15, 2013-14,2012-13, 2011-12).

4.2.2. In case of a subsidiary company seeking financial qualification basis the strength of its holding/ parent company, a) the board resolution of the holding/ parent company.

*4.3 Technical Qualification Supporting Documents -
(Refer Format 6J)*

4.3.1 In case the tower sites where the Bidder undertakes comprehensive OaM are owned by the Bidder itself - an auditor certificate regarding ownership of tower assets with details of number of tower sites owned and operated during the past three years shall be submitted by the bidder."

The following definitions which are part of Special Information to Bidders are also relied as important:-

"1. Definitions

1.1 "BSNL" shall mean the CMD, Bharat Sanchar Nigam Ltd. (BSNL), New Delhi.

1.2 "Bid" shall mean Non-Financial and Price Bid submitted by

the Bidder, in response to this Bid Document, in accordance with terms and conditions

hereof.

1.3 "Bidder" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company.

1.4 "Bidding Company" shall mean the single registered corporate entity that has submitted a Bid in response to this document."

The third parties therefore, argue that the condition highlighted by the petitioner should be read cumulatively with all other tender stipulations, which bring home the point, unlike in the case of *New Horizons*, that the bidder must possess all the eligibility conditions. As the petitioner does not possess them, having been incorporated barely a month after the NIT, the rejection of its bid is justified.

10. M/s Pace Power Systems also urges that the intention of the amendment to the petitioner's objects clause was to create eligibility when none existed. It argues that even today, both the sole proprietorship and the Petitioner Company are coexisting and doing business. This aspect is clear from the records, which Pace Power was able to obtain from the public domain - (a) Sales Tax Forms; (b) Provident Fund details; and c) Service Tax Forms. It is stated that though the complete submitted forms are not available in public domain, service tax payments were made by the Petitioner Company through the sole proprietorship under the name of Pratap Technocrats. To substantiate this, it is stated that the sole proprietorship, Pratap Technocrat, had an Employee Provident Fund

registration of RJRAJ0014649000; it continued its coverage, after 27.11.2015, and had employees on its rolls- to an extent of 2,238 workers in February 2016 and 1,979 workers, as of June 2016. The petitioner's registration was RJRAJ1410182000; it did not have any worker on the EPF rolls even in December 2016; it had in February 1,516 employees.

Analysis and Findings

11. The question that falls for determination thus, is a narrow one. It is whether the BSNL's decision that the petitioner did not possess the necessary eligibility is arbitrary. Central to this question is BSNL's interpretation of Clause 4.3. "Bidder" is defined under clause 4.1 in mandatory terms namely *"bidders must be Indian registered companies under Companies Act, 1956"*. The petitioner argues, that though it is a Company and thus fulfills the criteria, BSNL ought to consider the experience of maintaining 1500 telecom towers, with a financial qualification of cumulative turnover of ₹100 crores of Pratap Technocrats, the proprietary concern of the principal (and predominant) shareholder. Its position is that tender conditions are to be construed liberally, having regard to the larger objective of greater participation so that public services are available at competitive terms; therefore, the experience of the sole proprietorship should be considered that of the bidding company, the petitioner, given that the company was incorporated to take over the business of the proprietorship. BSNL, naturally urges caution and deference to its interpretation, saying that setting and interpreting tender conditions, unless shown to be illegal or afflicted by procedural irregularity, should be left undisturbed by judicial review.

12. This court is of opinion that there is no infirmity with the BSNL's approach and stand. Besides, clause 4.1.1 which emphasizes that bidders must be companies, special information to Bidders, Clause 1.3 (which says *"Bidder" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company.*") and Clause 1.4 (which says *"Bidding Company" shall mean the single registered corporate entity that has submitted a Bid in response to this document.*"), have to all be read as a part of the eligibility criteria. These, together with Clause 4.3.1, underline that bidders should have-

"minimum cumulative turnover of Rs.100 Crores (audited) taken together during the three consecutive financial years 2014-15, 2013-14 and 2012-13 from the business of Operation & Maintenance (O&M) of passive telecom infrastructure. Bidders will be required to support claims of their financial qualification through their audited financial statements in the prescribed format."

Clause 4.2.2 too is relevant; it states (as an exception to the condition that bidders' experience is necessary) that

"In case of a subsidiary company seeking financial qualification basis the strength of its holding/ parent company, a) the board resolution of the holding/ parent company."

13. The underlying or overarching concern of the public agency, i.e., BSNL is that the bidder, and the bidder alone, should fulfill the eligibility criteria; where an exception is contemplated (like Clause 4.2.2) a specific condition is spelt out. Furthermore, where bids are considered substantially non responsive, they are to be rejected (Clause 21.5, quoted supra).

14. In exercising judicial review, the court, properly speaking, does not interpret the tender document. Plainly, a tender condition is in the nature of what the public agency expects; it is based on this that offers are invited. Therefore, the judicial review court is involved with decision making in review of the decision of the executive agency. As it were, the primary (or principal) decision maker is the administrative or public agency. That the judicial branch perceives the tender condition differently (from the executive agency) is not sufficient reason for interference. *Afcons Infrastructure* (supra) is forthright on that; it instructs that courts are to defer to executive decisions largely, unless manifest *mala fides* or procedural irregularity or illegality is established. Similarly, the Supreme Court, in *Montecarlo Ltd v National Thermal Power Corporation Ltd* 2016 (10) SCALE 50 stated that:

“Exercise of power of judicial review would be called for if the approach is arbitrary or malafide or procedure adopted is meant to favour one. The decision making process should clearly show that the said maladies are kept at bay. But where a decision is taken that is manifestly in consonance with the language of the tender document or subserves the purpose for which the tender is floated, the court should follow the principle of restraint. Technical evaluation or comparison by the court would be impermissible. The principle that is applied to scan and understand an ordinary instrument relatable to contract in other spheres has to be treated differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills. The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints.”

15. In *New Horizons*, the issue was whether the tenderer, a joint venture company (JV) submitted a bid that was deemed non-responsive, because it lacked the prescribed experience in the field of telephone directory compilation and printing. The court negated this, by resorting to the doctrine of “lifting the corporate veil” and holding that the constituents of the tenderer had the necessary experience, which could not- having regard to the tender conditions, be ignored. It was in this context, that the court held that:

“the said requirement regarding experience cannot be construed to mean that the said experience should be of the tenderer in his name only. It is possible to visualise a situation where a person having past experience has entered into a partnership and the tender has been submitted in the name of the partnership firm which may not have any past experience in its own name. That does not mean that the earlier experience of one of the partners of the firm cannot be taken into consideration. Similarly, a company incorporated under the Companies Act having past experience may undergo reorganisation as a result of merger or amalgamation with another company which may have no such past experience and the tender is submitted in the name of the reorganised company. It could not be the purport of the requirement about experience that the experience of the company which has merged into the reorganised company cannot be taken into consideration because the tender has not been submitted in its name and has been submitted in the name of the reorganised company which does not have experience in its name. Conversely there may be a split in a company and persons looking after a particular field of the business of the company form a new company after leaving it. The new company, though having persons with

experience in the field, has no experience in its name while the original company having experience in its name lacks persons with experience. The requirement regarding experience does not mean that the offer of the original company must be considered because it has experience in its name though it does not have experienced persons with it and ignore the offer of the new company because it does not have experience in its name though it has persons having experience in the field.”

Patel Engineering, (supra) of this court too, was on somewhat similar facts. When a joint venture between Patel Engineering and Larsen and Toubro soured, resulting in their parting of ways, the National Highways Authority’s contention that the experience gained by Patel Engineering as a constituent of the joint venture could not be taken into account for tender evaluation, was negatived.

16. The contextual settings in *New Horizons* and *Patel Engineering* in this court’s opinion, sets apart those rulings from the facts of this case. In the present case, it is not one, but several conditions, that emphasize and reiterate that the bidder company should possess the essential experience and fulfill the turnover criteria, in its own right. The only exception carved out, is with respect to subsidiaries. That *ipso facto* sheds light on BSNL’s clear intent that the bidder and the bidder alone- save if it were a subsidiary- had to fulfill the turnover and essential experience criteria. The other conditions (reproduced earlier) substantiate this intention. Therefore, this court holds that the rejection of the petitioner’s tender conditions cannot be interfered with; it holds that BSNL’s position is neither arbitrary nor a misinterpretation of the tender terms.

17. Apart from the above conclusions, the court is also of the opinion that the materials brought on record, nowhere indicate that the sole proprietorship's business was entirely subsumed or taken over by the petitioner company. There is no document establishing that goodwill was parted; nor was a separate consideration paid. Furthermore, the sole proprietorship continued to function for a while, even after incorporation of the petitioner company. The latter did not reflect any provident fund contributions and appears to have registered early in 2016 and shown its first contributions thereafter. On the other hand, Pratap Technocrats, the sole proprietorship, with its different registration number, continued to make contributions even in June and July 2016. These facts show that the assertion by the petitioner that the sole proprietorship's business ceased after its incorporation, is not free from doubt; in any case, it cannot be termed as an established fact.

18. Courts, in exercise of judicial review jurisdiction are in a sense second guessing decisions made by the executive, which is tasked by the Constitution to make those decisions, in the first instance. The lens that courts necessarily adopt is narrow rather than wide; they are to permit greater latitude to the public agencies. The determinations of such agencies are not like quasi judicial decisions but with economic and expectedly commercial objectives. Unless a constitutional value is shown to have been undermined, or a law violated, or fair procedure avoided, the outcome of processes adopted by the state agency, or its decisions should not be interdicted.

19. For the foregoing reasons, this writ petition has to fail; it is accordingly dismissed without any order on costs.

**S. RAVINDRA BHAT
(JUDGE)**

**YOGESH KHANNA
(JUDGE)**

MAY 30, 2017

