

**HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

* * * *

WP No.6446 of 2019

Between:

SUPREME LAUNDRY SERVICES JV (PVT) LTD

...Petitioner

&

UNION OF INDIA, INDIAN RAILWAYS, RAIL BHAVAN, NEW DELHI
REP. BY MEMBER SECRETARY & OTHERS

...Respondents

DATE OF JUDGMENT PRONOUNCED: 01-04-2019

SUBMITTED FOR APPROVAL:

1. Whether Reporters of local newspapers
may be allowed to see the Judgment? Yes/No
2. Whether the copies of judgment may be
marked to Law Reporters/Journals Yes/No
3. Whether Your Lordships wish to
see the fair copy of the Judgment? Yes/No

A. RAJASHEKER REDDY, J

***THE HON'BLE SRI JUSTICE A. RAJASHEKER REDDY**

+ WP No.6446 of 2019

% 09-09-2019

SUPREME LAUNDRY SERVICES JV (PVT) LTD

...Petitioner

&

\$ UNION OF INDIA, INDIAN RAILWAYS, RAIL BHAVAN, NEW
DELHI REP. BY MEMBER SECRETARY & OTHERS

...Respondents

< **GIST:**

> **HEAD NOTE:**

! **Counsel for Petitioner: Sri B. Nalin Kumar**

^**Counsel for Respondent-Railways : Sri CV Rajeev Reddy**

^**Counsel for Party Respondents: Sri R. Raghunandan, Sr.
counsel**

? **Cases referred**

1. (2017) 6 ALT 587
2. (2018) 3 ALT 516
3. (2019) 2 ALT 157
4. 2001 (8) SCC 491

THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.6446 of 2019

ORDER ::

The relief sought in writ petition is as under:-

“.....to issue a writ of mandamus or any other appropriate writ or order or direction in the nature of a writ declaring the e-mail communication issued by the 5th respondent purporting to reject the techno-commercial bid of the petitioner-company in respect of tender no.CM-C&W-36-12T-BOOT-SC-18-19, dated 11-10-2018 as being arbitrary, discriminatory and violative of Articles 14 and 19 (1) (g) of the Constitution of India and principles of natural justice; ii) opening of the bids of the respondents 7 and 8 is against the terms of the tender conditions; iii) cancel the work if any awarded to respondent 7 or 8; and iv) consequently direct the official respondents to issue fresh or consider afresh the bids of tenderers for the tender dated 11-10-2018 excluding the bid of respondents 7 & 8 in the interest of justice and to pass appropriate orders....”

02. Facts stated are:-the petitioner company is engaged in the business of laundry services having good and rich experience in the field. That in pursuance of the said contract, the petitioner has already set up a 12 ton mechanized laundry at a cost of Rs.11.5 crores and commissioned the same on 13-07-2015 and successfully operating the same for the past four years. The 3rd respondent issued the impugned tender no.CM-C&W-36-12T-Boot-SC-18-19, dated 11-10-2018 inviting tenders for setting up of 12 ton mechanized laundry including supply and installation of

plant/equipment/related infrastructure and operations for a period of 10 years on boot model and collection of solid linen from AC coaches, washing in mechanized laundry, supply and loading of washed linen into AC coaches at Secunderabad and Hyderabad railway stations. That as per Clause 1.1 of the tender conditions, the tenderers should have satisfactorily completed in the last three previous financial years and in the current financial year, upto the date of opening of the tender, one similar single service contract *i.e.* operation of minimum 4 ton per day mechanized laundry and should have received payment of bills amounting to a minimum of 35% of the annual advertised tender value. That as per Clause 1.3 (g) of tender conditions, the tenderers are required to furnish life certificate and service/spares support certificate from the original equipment manufacturer (OEM) for the main equipment at the time of submission of the tender bid. That as per Clause 1.3 (h) of the tender conditions, the tenderer also required to furnish a certificate from the (OEM) that they are willing and committed to provide warranty and outside warrant support, AMC, supply and fitment of spare parts/machine consumables, breakdowns etc., for ensuring successful operation of mechanized laundry during the life-cycle of the machine. That the petitioner in terms of tender clauses 1.3 (g) and (h) submitted life certificate of service/spare

support certificate from the (OEM) i.e. Jensen Asia Pvt. Limited, to the effect that it would supply the equipment including after sales service and supply of spare parts for the laundry equipment supplied by it. That the tender consists of two packets system, technical bid (packet-one) and financial bid (packet-two). That tenders for technical bid were opened on 19-11- 2018 and the tender of the petitioner was rejected without assigning any reason.

03. The grievance of the petitioner is two fold, firstly that the petitioner company fully satisfied the eligibility criteria for award of the tender in question; secondly, the respondent-authorities have acted upon the false documents furnished by the respondents 7 and 8 even though the 9th respondent-Jensen Asia Pvt. Limited, in its communication clarified that it is providing mechanized laundry equipment to the petitioner for this project exclusively and the said company has not issued any of such support certificates to any other company much less to respondents 7 and 8 for this project, and though communication in that behalf was sent by way of email by the 9th respondent to the 4th respondent, the tenders of respondents 7 and 8 were opened (technical bids) and further went ahead to open the (financial bids) after rejecting the tender of the petitioner, which is illegal, arbitrary and violative of Articles 14

and 19(1) (g) of the Constitution besides violative of principles of natural justice.

04. Counter affidavit is filed by the 4th respondent including on behalf of other official respondents 1 to 3, 5 and 6 *inter alia* stating that 6th respondent issued tender no. CM-C&W-36-12T-BOOT-SC-18-19, dated 11-10-2018 inviting tenders for setting up of 12 ton mechanized laundry including supply and installation of plant/equipment/related infrastructure and operations for a period of 10 years on boot model including collection of soiled linen from AC Coaches, washing in mechanized laundry, supply and loading of washed linen into AC Coaches at Secunderabad and Hyderabad Stations. That the type of tender is e-tender having a total cost of Rs.90,37,40,000/- with an annual value of Rs.9,37,40,000/- and the tenderers were required to submit deposit earnest money of Rs.46,68,700/-. That as per tender condition no.1.1.1, among others conditions, the tenderer should be a laundry equipment supplier or manufacturer who has supplied, installed, commissioned and operated a mechanized laundry of minimum 4 ton capacity in India, either directly or through Indian partner for hotels (graded 3 star and above), hospitals (more than 100 beds capacity), Airlines or Railways or in any Central/State Government establishments. That seven tenderers have participated and the

tenders were opened on 19-11-2018. That the tenderers who qualify in the technical bid (packet-1), will be considered for vying in financial bid and the technical bid was finalized on 11-03-2019 by the tender Committee. That the tender system is through on-line and the petitioner submitted his tender on-line and once the tender was rejected, it automatically goes to the tenderer's email that his tender is rejected and no reasons required to be assigned for such a direction as per clause 1.9 of the tender conditions.

05. That the case of respondents 7 and 8 was considered based on the life certificates issued by other laundry machine manufacturer *i.e.* Jiangsau Sea-lion Machinery Company Ltd and Transferon Laundry Machine Asia Company Limited. That respondents 7 and 8 have not submitted life certificates issued by 9th respondent and their case was considered based on the life certificates submitted by other laundry machine manufacturing agencies and the tender Committee found that they fulfilled all the eligibility conditions for technical bid (Packet-1). That there is no truth in the allegation that respondents 7 and 8 have submitted false certificates.

06. That the petitioner's tender was rejected, the communication automatically goes to the tenderer's email, which is permissible under tender condition no.1.9. That there is no truth in the

allegation of the petitioner that the tender Committee-respondent no.6 as well as the accepting authority i.e. respondent no.3 were kept in dark by respondent no.3 or they were misinformed or misdirected to help respondents 7 and 8. That recommendations of the tender Committee to reject the tender of the petitioner for technical bid (Packet-1) is legal and valid. That the tender Committee consists of three officers of the Railways who are administrative grade officers who have scrutinized the tenders and found that the petitioner has not fulfilled the condition of past performance as per condition no.1.3. (i) of the tender conditions. That the tender work relates to washing of bed roll items, which are to be supplied to passengers of the train at the starting point and any delay in finalization of the subject tender work will disturb the train operations and cause hardship to the public in addition to financial loss. That there are no merits in the writ petition and the same is liable to be dismissed with costs.

07. 7th respondent filed counter affidavit wherein it is stated that he became the successful tenderer as his financial bid was the lowest bid for a sum of Rs.90,37,40,000/-, which is known to writ petitioner as well as other tenderers. That the said bid was finalized on 12-03-2019, but the letter of allotment could not be issued in view of the interim orders passed by this Court. That writ

petitions are filed on 26-03-2019 *i.e.*, after coming to know about its lowest bid. That the petitioners knowing fully well that they do not have any chance to qualify even their technical bid is considered, resorted to file these writ petitions with a different set of relief to call for fresh tenders, which is nothing short of misuse of process of law for ulterior purposes.

08. That it is a private limited company based in Mumbai and engaged in the business of house keeping, cleaning, service providing, facility management, security and various other services. That it has experience and expertise in these services over past 15 years and has been successful in implementation of various contracts awarded by various establishments including the Railway Department. That it has ongoing projects with Central Railways at Wadi Bunder, Mumbai, where a 12 ton mechanized laundry has been set up on boot model basis and is operational since 2013. That it has been successfully operating the said project and received payments from Central Railway aggregating to Rs.27,52,10,692/-. That it has sufficient experience and expertise in executing the projects, namely laundry and support services. That the tender document in part-I specifies various eligibility criteria that are required to be met, among others, bid process consists of two stages, namely technical evaluation as stated in

Clause 1.4.1.1 and upon qualification in technical evaluation, the bidder would be eligible for financial bid as specified in Clause 1.4.1.2 of the tender conditions. That even before the technical bid is submitted, a pre-bid meeting would be conducted, in which the prospective bidders would attend for seeking clarifications of the process to be adopted. That it has submitted its bid along with the requisite documents as required under part-I of the tender document and its technical bid was shown to be qualified and upon considering financial bid, it being the lowest bidder, was declared as L-1 on 12-03-2019. That it has not relied on the certificate issued by respondent no.9 for the purposes of clause 1.3 (g) and (h) of tender clauses. That the allegations made by the petitioner are unsubstantiated and without any basis. That it never relied on the certificates issued by respondent no.9 for this tender project. That in so far as the instant tender is concerned, it has produced letters from Jiangsu Sea-Lion Machinery Company Limited and Transferon Laundry Machines, Asia Company Limited, which are also in similar line of business. That the petitioner is relying on some internal communication between it and the respondent no.9 cannot make a basis for making false and baseless allegations and the writ petitions filed on the basis of some vague internal

communication between respondent no.9 and the petitioner is not maintainable and is liable to be dismissed.

09. Reply affidavit is filed by the petitioner to the counter affidavit filed by the 7th respondent wherein it is once again asserted that 7th respondent has relied on the certificates issued by the 9th respondent. It is also stated that the so called certificates issued by Jiangsu Sea Lion Machinery Company Limited and Transeron Laundry Machines Asia Company Limited do not constitute certificates as required under Clause 1.3 (g) and (h) of the tender conditions.

10. Heard the learned counsel for the petitioners Sri B. Nalin Kumar, Sri CV Rajeev Reddy, learned standing counsel for the respondent-Railways and Sri R. Raghunandan, learned senior counsel for the party respondents.

11. Sri B. Nalin Kumar, learned counsel for the petitioner strenuously contended that once the petitioner fully complied the criteria laid down for technical bid, rejection of his tender without reasons whatsoever is illegal and arbitrary. It is stated that though Clause 1.9 of the tender conditions authorizes the respondent-Railways not to assign any reasons for the cause of rejection of any tender nor is it under any obligation to assign reasons for declining to consider or reject any particular tender, cannot be construed to

give unfettered power to reject the tender without recording reasons more particularly in the light of the petitioner fulfilling the eligibility criterion. Learned counsel further contended that power to reject any tender without assigning any reasons is circumscribed by rule of law and such sweeping discretion does not include power to reject the bid offered merely because it has such power of rejection without assigning any reasons.

12. Learned standing counsel for the respondent-Railways Sri CV Rajeeva Reddy contended that the petitioner having accepted the tender conditions submitted his technical and, it is not open to assail those clauses on the grounds of arbitrariness or violative of principles of natural justice. It is also stated that no vested right is accrued to the petitioner only on mere submission of the tender to participate in the technical bid. It is also stated that interference of this Court under Article 226 of the Constitution by way of judicial review in matters of award of tenders is minimal and interference warrants in cases where the decision to accept or reject the tender is palpably and demonstrably illegal, irrational, made to suit a contractor, *mala fide*, against public interest. Reliance is placed on the decisions of this Court in **KRANS-TVSR (JOINT VENTURE) vs. SOUTH CENTRAL RAILWAY, (2017 (6) ALT 587)**, **VASUDEVA INFRA vs. UNION OF INDIA, (2018 (3) ALT 516)**

**& SAI RAM CONSTRUCTIONS vs. STATE OF TELANGANA, (2019
(2) ALT 157 (TS & AP).**

13. Sri R Raghunandan, learned senior counsel appearing for the party respondents submits that R-7 has requisite experience and qualifies as per tender conditions, as such his bid was accepted, which can not be interfered. He also submits that R-7 never relied on the certificates issued by respondent no.9 for this tender project, and the case of the respondents 7 and 8 was considered based only on the letters from Jiangsu Sea-Lion Machinery Company Limited and Transferon Laundry Machines, Asia Company Limited, which are also in similar line of business and certificate issued by respondent no.9 in respect of ongoing other projects with Western Railways, was only to show experience in similar line of business and not a source for the instant project.

14. The impugned order passed by the 5th respondent reads thus:-

“Your techno-commercial bid against tender no.CM-CW-36-12TBOOT-SC-18-19, which was due on 19-Nov-2018 15:30 hrs has been found technically unsuitable due to following reasons:

Comments: Rejected

*Thanks & Regards,
Administrator EPS, CRIS”*

15. Clause 1.9 of the tender conditions speaks of (Right of Railways to deal with bidders); which reads thus:-

“The Railways reserves the right of not to invite tenders for any of railway services when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. The authority for acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/ tenderers shall demand any explanation for the cause of rejection of his/their tender nor the Railway assign reasons for declining to consider or reject any particular tenders.”

16. It is to be seen that Clause 1.9 of the tender conditions, the respondent-Railways has a discretion to accept or reject any tender and no tenderer can demand any explanation for the cause of rejection of such tender. It is true rejection of a tender has an impact of throwing out the tenderer from the competition, the doctrine of legitimate expectation demands such discretion exercised will have to be in conformity with Article 14 of the Constitution of India. As per Clause 1.1 of the tender conditions which speaks of technical criteria (experience in similar work) a tenderer should have satisfactorily completed in the last three previous financial years and in the current financial year, upto the date of opening of the tender, one similar single service contract i.e operation of minimum 4 ton per day mechanized laundry and should have received payments of bills amounting to a minimum of

35% of the annual advertised the tender value. In the counter affidavit filed by the respondent-Railways it is not denied that the petitioner has complied with the above clause. As for Clause 1.3 (g) of the tender conditions the tenderers are required to furnish life certificate from service supports certificate from the original equipment manufacturer (OEM) for the main equipment at the time of submission of the tender bid. Clause 1.3 (h) of the tender conditions, the tenderers are required to furnish the certificate from the (OEM) and they are willing and committed to provide warranty and outside warranty support, AMC, supply and fitment of spare parts/machine consumables, breakdowns etc. for ensuring successful operation of mechanized laundry during the life-cycle of the machine. In compliance of tender clauses 1.3 (g) and (h) of the tender conditions, the petitioner submitted life certificate of service/spare support certificate from the (OEM) i.e. Jensen Asia Pvt. Limited to the effect that it would supply the equipment including after sale service and supply of spare parts for the laundry equipment supplied by it.

17. There is no dispute with the propositions laid down by this Court in the decisions cited by the learned standing counsel for the respondent-Railways with regard to the parameters within which

the matters of this nature could be examined and interfered with. It is true that the terms of the tender conditions and the requirement thereof to suit the specific requirement of the tendering authority may not be open to judicial scrutiny as essentially it is a contract of offer and acceptance between two parties to the said contract. The right of the tendering authority to choose one tender from others cannot be said to be arbitrary unless otherwise contrary appearing from the decision-making process exercised for the intended purpose. The petitioner fully aware of the tender conditions and with such awareness submitted his bid and not questioned any of the tender conditions as being illegal arbitrary and being violative of Article 14 of the Constitution of India, it is not open for the petitioner to seek to test the legality or otherwise of those tender conditions on the touchstone of Article 14 of the Constitution, except exercise of discretion.

18. What is discernible from the counter affidavit filed by the respondent-Railways for rejection of the tender of the petitioner is that the petitioner has not fulfilled the condition of enclosing past

performance certificate and not complied eligibility criteria of tender

condition no.1.3 (i). The said condition is reproduced here:-

“(i) PAST performance of tenderer(s) in other BOOT Tenders of Indian Railways like-Time taken to commission a BOOT Laundry Project will be considered for technical evaluation of the tender. The bidders should submit information as per ANNEXURE XVI for this purpose.”

19. Under PART-I (SYSTEM OF TENDERING) Clause 1.0 speaks of eligibility criteria. Clause 1.1 lays down Technical Criteria (Experience in similar work) which is as under:-

“As proof of technical experience/competence, the tenderer(s) must satisfy the following criterion:

The tenderer should have satisfactorily completed in the last three previous financial years and in the current financial year up to the date of opening of the tender, one similar** single service contract i.e. operation of minimum 4 T/day mechanized laundry and should have received payment of bills amounting to a minimum of 35% of the annual advertised tender value. * Completed service contract includes on-going service contract up to the date of tender opening. ** Similar service contract means any contract that is indicated in the similar nature of work in the tender schedule. (Clause 1.1.1).”*

20. The definition of what is similar nature of work is described in

Clause 1.1.1 which is thus:-

“a. Tenderer should be a Laundry equipment supplier or manufacturer who supplied, installed, commissioned and operated a mechanized laundry of minimum 4 ton capacity in India, either directly or through Indian partner for hotels (graded 3 star and above), hospitals (more than 100 beds capacity), airlines or Railways or in any Central/ State government establishments OR

b. Tenderer should have operated a mechanized laundry of minimum 4 ton capacity in India for hotels (graded 3 star and above), hospitals (more than 100 beds capacity), airlines or railways or in any Central/ State government establishments OR

c. Tenderer should be a Laundry equipment supplier or manufacturer who supplied, installed, commissioned a mechanized laundry of minimum 4Ton capacity in India, either directly or through Indian partner for hotels (graded 3 star and above), hospitals (more than 100 beds capacity), Airlines or Railways or in any central/state government establishments provided that:

i. On the day of quoting for tender, the Tenderer should have collaboration with a party having mechanized laundry operations in India and, the said party should have provided continuous laundry services to hotels (graded 3 star and above), hospitals (more than 100 beds capacity), Airlines or Railways or in any Central/ State government establishments for at least one year during the period covering last three financial years and the current financial year up to the date of tender opening and,

ii. Continuous laundry service for at least one year shall mean service for at least 12 months under a contract. Tenderer has to submit documentary proof of such contract.

Note:

- Capacity of 4 Ton shall mean the capacity of 4 Ton linen per day. This shall be reckoned as the output of the main washing equipment in the laundry (washer-cum-extractor or tunnel washer) in a day i.e. 24 hours. Tenderer has to submit the documents to prove that he has operated/installed minimum 4 Ton capacity laundry.
- Tenderer shall submit 'satisfactory performance certificate' from some of the major institutional clients. Railway reserves the right to seek independent confirmation of the credential submitted by the Tenderer from the respective issuing agencies about the satisfactory performance of the work.

21. Clause 1.1.2 of the tender conditions is as follows:

“Work experience Certificates/Credentials issued by private individuals shall not be accepted. Certificates from public listed company/private company/Trusts having annual turnover of Rs.500 crore and above subject to the same being issued from their Head Office by a person of the company duly enclosing his authorisation by the Management for issuing such credentials shall be considered. Authorisation letter and turnover certificate shall be submitted along with the experience certificate.”

22. Documents in proof of compliance of the above conditions were required to be furnished in format prescribed as Annexures, especially past performance certificate is to be submitted in Annexure XVI appended to the tender conditions.

23. A perusal of the letter dated 14-11-2018 issued by respondent no.9-Jensen Asia Pvt. Ltd in favour of the petitioner confirmed that it will have spare parts available for the listed equipment for a period of minimum 10 years. Similar life certificate is also issued by the same company certifying that the equipment proposed by the petitioner is having an expected minimum codal life of 15 years, subject to normal operations. Both the certificates are issued for the present tender notified in favour of the petitioner, which are filed as material papers at page 33 and 34 along with the affidavit, which is in compliance of Clause 1.3 (g) and (h). Though the petitioner is stated to have an ongoing project and was awarded a contract for setting up of 12 ton mechanized laundry, including supply and installation of plant/equipment/related infrastructure and operation services for a period of 15 years on

boot model and collection of solid linen from AC coaches, washing in mechanized laundry, supply and loading of washed linen into AC coaches at Kachiguda station for a period of 15 years and the petitioner has already set up a 12 ton mechanized laundry at a cost of Rs.11.5 crores and commissioned the same on 13-07-2015 and operating the same for the past four years and he has ongoing projects with Central Railways at Wadi Bunder, Mumbai, where a 12 ton mechanized laundry has been set up on boot model basis and is operational since 2013 and that it has been successfully operating the said project and received payments from Central Railway aggregating to the tune of Rs.27,52,10,692/-, but no documents were filed to show that he has past performance certificate thus could not comply Clause 1.3 (i) of the tender conditions. In the counter affidavit filed by the respondent-Railways it was repeatedly stated that the petitioner failed to submit past performance certificate in compliance of Clause 1.3 (i), and the same remained un-rebutted in the reply affidavit filed by the petitioner.

24. In ***Union of India vs. Dinesh Engineering Corporation***

2001 (8) SCC 491, Hon'ble Supreme Court at para 15 held as

under:-

"15. Coming to the second question involved in these appeals, namely, the rejection of the tender of the writ petitioner, it was argued on behalf of the appellants that the Railways under Clause 16 of the Guidelines was entitled to reject any tender offer without assigning any reasons and it also has the power to accept or not to accept the lowest offer. We do not dispute this power provided the same is exercised within the realm of the object for which this clause is incorporated. This does not give an arbitrary power to the Railways to reject the bid offered by a party merely because it has that power. This is a power which can be exercised on the existence of certain conditions which in the opinion of the Railways are not in the interest of the Railways to accept the offer. No such ground has been taken when the writ petitioner's tender was rejected. Therefore, we agree with the High Court that it is not open to the Railways to rely upon this clause in the Guidelines to reject any of every offer that may be made by the writ petitioner while responding to a tender that may be called for supply of spare parts by the Railways. Mr. Iyer, learned senior counsel appearing for the EDC, drew our attention to a judgment of this Court in [Sterling Computers Ltd. v. M/s. M. and N. Publication Ltd.](#), (1993) 1 SCC 445 which has held:

"Under some special circumstances a discretion has to be conceded to the authorities who have to enter into contract giving them liberty to assess the overall situation for purpose of taking a decision as to whom the contract be awarded and at what terms. If the decisions have been taken in bona fide manner although not strictly following the norms laid down by the Courts, such decisions are upheld on the principle laid down by Justice Holmes, that Courts while judging the constitutional validity of executive decisions must grant certain measure of freedom of "play in the joints" to the executive."

".....But then as has been held by this Court in the very same judgment that a public authority even in contractual matters should not have unfettered discretion and in contracts having commercial element even though some extra discretion is to be conceded in such authorities, they are bound to follow the norms recognized by Courts while dealing with public property. This

requirement is necessary to avoid unreasonable and arbitrary decisions being taken by public authorities whose actions are amenable to judicial review. Therefore, merely because the authority has certain elbow room available for use of discretion in accepting offer in contracts, the same will have to be done within the four corners of the requirements of law especially Article 14 of the Constitution.”

25. In the instant case the respondent-Railways has discretion under the tender conditions to accept or reject any tender but the only requirement in taking a decision either to accept or reject objectively and to sub-serve the ends of justice. Since there is no proof of the petitioner producing the past performance certificate as required under Clause 1.3 (i) of the tender conditions, the tender of the petitioner could not pass through the technical bid.

26. The relief sought to cancel the work if any awarded to party respondents on the ground that the respondent-Railways acted upon the false documents furnished by them, even though the 9th respondent in its communication clarified that it has not issued any life certificate and service certificate to them, needs no probing; for the respondent-Railways have clarified that it has not considered those alleged false documents purported to have been issued by the 9th respondent and the 7th respondent claiming that they were pressed into service only for the purpose of showing previous track record of the 7th respondent. It is stated that the case of the party respondents was considered based on life

certificate issued by other laundry machine manufactures *i.e.* Jiangsau Sea-lion Machinery Company Ltd and Transfer on Laundry Machine Asia Company Limited and the tender Committee found that they fulfilled all the eligibility conditions for technical bid (Packet-1). When it is the specific case of the respondent-Railways that the party respondent have complied the tender conditions, in the absence of any material worth inspiring the confidence of this Court, only on the submission of the petitioner that the case of the party respondent is considered on false documents purported to have been issued by the 9th respondent, which is controverted by submitting that it pertains to previous track record, this Court cannot substituted the opinion formed by the respondent-Railways and substitute the same and form a different opinion on mere allegations of the petitioner. Even otherwise, the petitioner has to stand or fall on his own strength and cannot be permitted to take advantage on the weaknesses, if any, of his competitor.

27. For the above said reasons, it can not be said decision taken by respondent railways is arbitrary, erroneous and illegal warranting interference by exercising powers of judicial review under Article 226 of the constitution of India, and as a necessary corollary, the petitioner is not entitled for any relief. The writ

petition fails and it is accordingly dismissed. As a sequel thereto, miscellaneous petitions, if any, pending shall stand closed. There shall be no order as to costs.

A.RAJASHEKER REDDY, J

Dated: 09-09-2019
NRG



THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.6446 of 2019

WEB



Dated: 09-09-2019

NRG