

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.04.2021

CORAM

THE HONOURABLE MRS. JUSTICE PUSHPA SATHYANARAYANA

W.P.Nos.19150 of 2020 and 5948 of 2021
and W.M.P.Nos.23721, 23723 of 2020,
4672, 6588 and 6590 of 2021

Parveen Roadways Transporters
and Handling Contractors
rep. by its Authorised Signatory
and Manager N.Divya,
Prince Plaza, Shop No.4,
No.73, Pantheon Road,
Egmore, Chennai-600 008. ... Petitioner in both WPs

Vs.

1. The Deputy Chief Mechanical Engineer/Fur Division,
Integral Coach Factory,
Chennai-600 038.
2. The Principal Chief Mechanical Engineer,
Integral Coach Factory,
Chennai-600 038.
3. The Union of India
rep. by its Secretary,
Ministry of Railways,
Railway Department,
256-A, Rail Bhawan,
Raisina Road, New Delhi-110 001. ... Respondents in both WPs

Prayer in W.P.No.19150/2020 : Writ Petition filed under Article 226 of the Constitution of India praying for a Writ of Certiorarified Mandamus to call for the entire records of the corrigendum published on 01.12.2020 at 17.26 hours in the said Tender Notification No.2020471210250, dated 04.11.2020 to be opened on 16.12.2020 and quash the same and consequently direct the second respondent herein to consider the representation dated 05.11.2020, 09.11.2020 and 23.11.2020 of this petitioner and modify the eligibility period of two year at page no.17, Chapter 2 as one year (365 days) instead of 580 days of the respondents proceedings in Tender Notice No.2020471210250 dated 04.11.2020 to be opened on 16.12.2020.

Prayer in W.P.No.5948/2021 : Writ Petition filed under Article 226 of the Constitution of India praying for a Writ of Certiorarified Mandamus to call for the entire records

pertaining to the order of rejection dated 01.02.2021 in the proceedings Tender No.2020471210250 of the first respondent and quash the same and consequently direct the respondents to open the bid submitted by this petitioner dated 16.12.2020.

For Petitioner in both :Ms.P.Bagyalakshmi
writ petitions

For Respondents in :Mr.V.Radhakrishnan,
Senior Counsel
both Writ Petitions for Mr.P.T.Ramkumar
Standing Counsel

COMMON ORDER

Since the parties and the issue arising out of these writ petitions are one and the same, these writ petitions are taken up together for hearing and disposed of by this common order.

2. The petitioner in W.P.No.19150 of 2020 laid challenge to the corrigendum published on 01.12.2020 in the Tender Notification No.2020471210250, dated 04.11.2020, which was scheduled to be opened on 16.12.2020 and also sought for a direction to the second respondent to consider the representations dated 05.11.2020, 09.11.2020 and 23.11.2020 submitted by the petitioner and modify the eligibility period of two years at page no.17, Chapter 2 as one year (365 days) instead of 580 days. In W.P.No.5948 of 2021, it sought to quash the order of rejection dated 01.02.2021 in Tender No.2020471210250 of the first respondent and to direct the respondents to open the bid submitted by the petitioner dated 16.12.2020.

3. The petitioner, which is a registered firm under the MSMED Act, 2006, is a Contractor in Housekeeping of Workshop premises (ICF-Shell, Furnishing & LHB and Southern Railways-CW/PER) collection, segregation and disposal of zero value waste and collection, segregation and handing over of scrap from various workshops to scrap yards in ICF and Southern Railways.

3.1. The respondent-Integral Coach Factory (in short, "ICF") floated a tender for service contract of Comprehensive Housekeeping of Furnishing Factory Premises including Furnishing Depot under the Tender Notification No.2020471210250, dated 04.11.2020 with an approximate cost of Rs.11,56,60,423/-. The completion period was stipulated as 580 days or two years, the validity of offer being 60 days.

3.2. As the eligibility was fixed as two years, it is alleged by the petitioner that the MSME firms were excluded from participating the tender. It is also further stated that the eligibility criteria mandate that "one single similar contract for 35% of the advertised value of the tender" should

be completed by the bidder. As the normal completion period of the housekeeping contracts of ICF is only for one year and this contract alone has been fixed as two years without any rhyme or reason, the petitioner apprehends that there will not be participation of any MSME units in this contract and therefore, it has come to this Court seeking the modification of the eligibility period of two years at page No.17, Chapter 2 as one year (365 days) instead of 580 days.

3.3. It is also pointed out that on an earlier, i.e., in the previous year's notification dated 16.03.2020, the same issue arose and the petitioner firm had given representations on 18.03.2020 and 21.03.2020 on the very same grounds to amend the eligibility as one year. As the said representations were not considered within the time, W.P.No.7480 of 2020 was filed and this Court had directed the respondents to consider the representations on merits, by order dated 17.04.2020.

3.4. It is pertinent to state that pursuant to the said direction issued by this Court, a detailed order dated 22.04.2020 was issued by the second respondent, which was also acknowledged by the petitioner. The said reply also had given valid reasons for fixing the completion of the project in two years to suit the requirements of the Furnishing Division of the respondents. The petitioner did not challenge the same. Later, in view of the lockdown imposed due to COVID-19, it was decided to cancel the tender dated 16.03.2020.

3.5. Thereafter, another tender, which is impugned herein, was floated on 04.11.2020 for the same work of service contract for Comprehensive Housekeeping of Furnishing Factory Premises including Furnishing Depot, for a total value of Rs.11,56,60,423/- and the period of completion was 580 days from the date of commencement. The eligibility criteria in terms of experience has been mentioned as per Clause 2.6.1.1. of the General Conditions of Contract (GCC) Services 2018, which says "the tenderer should have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single contract for a minimum of 35% of advertised value of the tender". The 35% of the value of the tender would be Rs.4,04,81,148/-.

3.6. Even for the above tender notification dated 04.11.2020, the petitioner sent representation dated 05.11.2020, 09.11.2020 and 23.11.2020 requesting to reduce the eligibility period of work from two years to one year and reduce the 10% profit element in Schedule A of the estimated value. The said representations were duly considered by the respondents and replies were given on 19.11.2020 and 02.12.2020. As per the said replies, the profit element cannot be considered, since as per the Labour Laws, the manpower engaged by the Contractor must be paid the minimum wages and it was added to take care of the profit and administrative Overheads. The eligibility period criteria was also rejected, as it was a policy decision taken by the administration.

3.7. In the meanwhile, the respondents also issued a corrigendum dated 10.11.2020 extending the last date for submission of the tenders from 25.11.2020 to 02.12.2020 and finally, the closing date was fixed on 15.12.2020 in corrigendum dated 01.12.2020, without considering the request of the petitioner. The challenge in W.P.No.19150 of 2020 is to the tender notification dated 04.11.2020 with the subsequent corrigendum dated 01.12.2020 seeking a modification of the eligibility period.

3.8. In W.P.No.5948 of 2021, the order dated 01.12.2021 rejecting the bid of the petitioner is challenged and also a direction to the respondents to open the bid submitted by this petitioner dated 16.12.2020 is sought for.

4. When W.P.No.19150 of 2020 came up for admission, while ordering notice, this Court passed an interim order restraining the respondents from issuing "Letter of Acceptance".

5. Resisting the prayer of the petitioner and seeking to vacate the interim order dated 15.12.2020, the respondents filed WMP No.4672 of 2021 along with counter-affidavit narrating the reasons for imposing the conditions in the tender notification.

6. Heard both sides and perused the materials on record.

7. As mentioned supra, the earlier rejection order passed by the respondents dated 22.04.2020 on the same grounds was not challenged by this petitioner till today. The subsequent corrigendum issued by the respondents cannot be the reason for the petitioner in not challenging the order of rejection of their request. The petitioner, being a Contractor for Comprehensive House keeping works, is expected to have required sound technical ability and financial strength, as it is required for the Railways, which is a public service industry. The respondents cannot make any compromise resulting in deficiency in technical ability or poor execution of the contract due to the financial incapability.

8. The General Conditions of Contract for Service contract issued by the Railway Board in 2018 is uniformly applicable to all service contracts in Indian Railways. The eligibility criteria of 35% of single similar contract of the advertised value is part of GCC of Service contract and not issued only specific to this particular contract.

9. The learned counsel for the petitioner submitted that the petitioner had furnished the completion certificate dated 16.09.2019 issued by the respondents for the tender in MFPL/187/148/17-18, wherein, the original value of the contract was mentioned as Rs.2,44,69,125/-. The value was

increased to Rs.4,42,27,604.30, which was later reduced to Rs.3,83,54,517.92. From the above, it is clear that the actual completed and final value of the contract was Rs.3,83,54,517.92. The 35% of single similar contract of the advertised value required is Rs.4,04,81,148/-. The learned counsel argued that it is because of the reduction and quantity short closure, the value had come down, whereas, the actual value of the contract was increased to Rs.4,42,27,604.30 from Rs.2,44,69,125/-. The above argument is unacceptable, as the completion certificate itself was issued by the second respondent and it is for the similar contract made, the petitioner has done the work. Even assuming that the period of the contract is reduced, the petitioner, having not satisfied the eligibility criteria of 35% of the advertised value, automatically is disqualified.

10. The learned Senior Counsel for the respondents Railways would also submit that in order to encourage the MSME units to participate in the tender, several exemptions were granted by the respondents. It is further stated that in the present tender notification dated 04.11.2020, 10 Contractors had participated, out of which, 9 firms are MSME units. Therefore, there is no restriction in MSME units in participating in this tender, as claimed by the petitioner.

11. It is also pointed out that in the earlier tender notice dated 16.04.2020, the petitioner had participated and their bid was not considered, since they did not fulfill the eligibility criteria. When the same conditions were not challenged earlier for the reasons best known to the petitioner, the contention of the respondents that the present tender is challenged by the petitioner only with an ulterior motive has some force.

12. It is also not out of place to mention that excepting the petitioner, no other Contractor has raised this issue. When none of the other Contractors has expressed any objection or difficulty, only this petitioner alone has moved this Court and stalled the entire proceedings.

13. The Supreme Court in *Air India Ltd. v. Cochin International Airport Ltd.*, reported in (2000) 2 SCC 617, in support of his contentions and para 7 of the same reads as follows:

"7. The law relating to award of a contract by the State, its corporations and bodies acting as instrumentalities and agencies of the Government has been settled by the decision of this Court in *Ramana Dayaram Shetty v. International Airport Authority of India* [(1979) 3 SCC 489], *Fertilizer Corpn. Kamgar Union (Regd.) v. Union of India* [(1981) 1 SCC 568], *CCE v. Dunlop India Ltd.* [(1985) 1 SCC 260], *Tata Cellular v. Union of India* [(1994) 6 SCC 651], *Ramniklal N. Bhutta v. State of Maharashtra* [(1997) 1 SCC 134] and *Raunaq International Ltd. v. I.V.R.*

Construction Ltd. [(1999) 1 SCC 492] The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process the court must exercise its discretionary power under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should intervene."

14. The next case on which reliance was placed on is the case of SHIMNIT UTSCH INDIA (P) LTD. v. WEST BENGAL TRANSPORT INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., reported in (2010) 6 SCC 303, wherein it has been held as follows:

"45. In Directorate of Education v. Educomp Datamatics Ltd. [(2004) 4 SCC 19] this Court, inter alia, applied the principles enunciated in Tata Cellular [(1994) 6 SCC 651] and Monarch Infrastructure (P) Ltd. [(2000) 5 SCC 287] and held as follows:

"12. It has clearly been held in these decisions that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract. That the Government must have a free hand in setting the terms of the tender. It must have reasonable play in its joints as a necessary concomitant for an

administrative body in an administrative sphere. The courts would interfere with the administrative policy decision only if it is arbitrary, discriminatory, mala fide or actuated by bias. It is entitled to pragmatic adjustments which may be called for by the particular circumstances. The courts cannot strike down the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wiser or logical. The courts can interfere only if the policy decision is arbitrary, discriminatory or mala fide."

15. In *Global Energy Ltd. v. Adani Exports Ltd.*, (2005) 4 SCC 435, this Court reiterated the principles that the terms of the invitation to tender are not open to judicial scrutiny and the courts cannot whittle down the terms of the tender as they are in the realm of contract unless they are wholly arbitrary, discriminatory or actuated by malice.

16. In *Master Marine Services (P) Ltd. v. Metcalfe & Hodgkinson (P) Ltd.*, (2005) 6 SCC 138 the legal position highlighted in *Tata Cellular* was reiterated in the following words:

"12. After an exhaustive consideration of a large number of decisions and standard books on administrative law, the Court enunciated the principle that the modern trend points to judicial restraint in administrative action. The court does not sit as a court of appeal but merely reviews the manner in which the decision was made. The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise, which itself may be fallible. The Government must have freedom of contract. In other words, fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of *Wednesbury* [*Associated Provincial Picture Houses Ltd. v. Wednesbury Corpn.*, [1948] 1 K.B. 223 : (1947) 2 All ER 680 (CA)] principles of reasonableness but also must be free from arbitrariness not affected by bias or actuated by mala fides. It was also pointed out that quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."

17. The Hon'ble Supreme Court in *Michigan Rubber (India) Ltd. v. State of Karnataka*, (2012) 8 SCC 216, after referring to various earlier decisions, held as follows :

"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 the 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 the 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 a 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"?

(ii) Whether the public interest is affected?
If the answers to the above questions are in the negative, then there should be no interference under Article 226."

17.1. Ultimately, the Hon'ble Supreme Court in the said decision observed as follows :

"35. As noted in various decisions, the Government and their undertakings must have a free hand in setting terms of the tender and only if it is arbitrary, discriminatory, mala fide or actuated by bias, the courts would interfere. The courts cannot interfere with the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wiser or logical. In the case on hand, we have already noted that taking into account various aspects including the safety of the passengers and public interest, CMG consisting of experienced persons, revised the tender conditions. We are satisfied that the said Committee had discussed the subject in detail and for specifying these two conditions regarding pre-qualification criteria and the evaluation criteria. On perusal of all the materials, we are satisfied that the impugned conditions do not, in any way, could be classified as arbitrary, discriminatory or mala fide."

18. The Hon'ble Supreme Court in Afcons Infrastructure Limited V. Nagpur Metro Rail Corporation Limited, reported in (2016) 16 SCC 818, held as follows :

"11. Recently, in Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium), (2016) 8 SCC 622, it was held by this Court, relying on a host of decisions that the decision making process of the employer or owner of the project in accepting or rejecting the bid of a tenderer should not be interfered with. Interference is permissible only if the decision making process is mala fide or is intended to favour someone. Similarly, the decision should not be interfered with unless the decision is so arbitrary or irrational that the Court could say that the decision is one which no responsible authority acting reasonably and in accordance with law could have reached. In other words, the decision making process or the decision should be perverse and not merely faulty or incorrect or erroneous. No such extreme case was made out by GYT-TPL JV in the High Court or before us.

12. In Dwarkadas Marfatia and Sons V. Board of Trustees of the Port of Bombay, (1989) 3 SCC 293, it was held that the constitutional Courts are concerned with the decision making process. Tata

Cellular v. Union of India, (1994) 6 SCC 651 went a step further and held that a decision if challenged (the decision having been arrived at through a valid process), the constitutional Courts can interfere if the decision is perverse. However, the constitutional Courts are expected to exercise restraint in interfering with the administrative decision and ought not to substitute its view for that of the administrative authority. This was confirmed in Jagdish Mandal V. State of Orissa, (2007) 14 SCC 517 as mentioned in Central Coalfields.

13. In other words, 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."

19. In the decision of the Hon'ble Supreme Court in Municipal Corpn., Ujjain v. BVG India Ltd., reported in (2018) 5 SCC 462, it has been held as follows:

"14. The judicial review of administrative action is intended to prevent arbitrariness. The purpose of judicial review of administrative action is to check whether the choice or decision is made lawfully and not to check whether the choice or decision is sound. If the process adopted or decision made by the authority is not mala fide and not intended to favour someone; if the process adopted or decision made is neither so arbitrary nor irrational that under the facts of the case it can be concluded that no responsible authority acting reasonably and in accordance with relevant law could have reached such a decision; and if the public interest is not affected, there should be no interference under Article 226.

15. It is well settled that the award of contract, whether it is by a private party or by a public body or by the State, is essentially a commercial transaction. In arriving at a commercial decision, the considerations which are of paramount importance are commercial considerations. These would include, inter alia, the price at which the party is willing to work; whether the goods or services offered are of the requisite specifications; and whether the person tendering the bid has the ability to deliver the goods or services as per the specifications. It is also by now well settled that the authorities/State can choose its own method to arrive at a decision and it is free to grant any relaxation for bona fide reasons, if the

tender conditions permit such a relaxation.

16. The State, its corporations, instrumentalities and agencies have a public duty to be fair to all concerned. Even when some defect is found in the decision-making process, the court must exercise its discretionary power under Article 226 with great caution and should exercise them only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should interfere. (See the judgment in *Air India Ltd. v. Cochin International Airport Ltd.*)

17. In *U.P. Financial Corpn. v. Naini Oxygen & Acetylene Gas Ltd.*, (1995) 2 SCC 754, this Court held that it was not a matter for the courts to decide as to whether the Financial Corporation should invest in the defaulting unit, to revive or to rehabilitate it and whether even after such investment the unit would be viable or whether the Financial Corporation should realise its loan from the sale of the assets of the Company. The Court observed that a Corporation being an independent autonomous statutory body having its own constitution and rules to abide by, and functions and obligations to discharge, it is free to act according to its own right in the discharge of its functions. The views it forms and the decisions it takes would be on the basis of the information in its possession and the advice it receives and according to its own perspective and calculations. In such a situation, more so in commercial matters, the courts should not risk their judgment for the judgments of the bodies to which that task is assigned. The Court further held that :

"21. ... Unless its action is mala fide, even a wrong decision taken by it is not open to challenge. It is not for the courts or a third party to substitute its decision, however more prudent, commercial or businesslike it may be, for the decision of the Corporation. Hence, whatever the wisdom (or the lack of it) of the conduct of the Corporation, the same cannot be assailed for making the Corporation liable."

20. From the reading of the above decisions, it is clear that starting from *Tata Cellalur*, it has been consistently held that the scope of the judicial review of an administrative action in tender matters is restricted to a limited extent. The Tendering Authority must have a free hand in setting terms of the tender and only if it is arbitrary,

discriminatory, mala fide or actuated by bias, the courts would interfere. The courts cannot interfere with the terms of the tender prescribed by the Government and its undertakings, because it feels that some other terms in the tender would have been fair, wiser or logical, unless a larger public interest is affected or involved.

21. The Hon'ble Supreme Court in Galaxy Transport Agencies V. New J.K.Roadways, reported in (2021) 1 MLJ 168, held as follows:

"14. In a series of judgments, this Court has held that the authority that authors the tender document is the best person to understand and appreciate its requirements, and thus, its interpretation should not be second-guessed by a court in judicial review proceedings. In Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd., (2016) 16 SCC 818, this Court held:

"15. 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."

(page 825)

(emphasis supplied)

15.

16. Further, in the recent judgment in Silppi Constructions Contractors v. Union of India, 2019 SCC OnLine SC 1133, this Court held as follows:

"20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the state instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best

judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case."

(emphasis supplied)

In view of the above judgment, when the petitioner has not satisfied the eligibility criteria, even the question of rejection on the ground of mala fide or intentional will not arise.

22. As stated above, in W.P.No.5948 of 2021, the order dated 01.12.2021 rejecting the bid of the petitioner is challenged. The said rejection order specifically states that the petitioner had not fulfilled the minimum eligibility criteria. It is stated by the learned Senior Counsel for the respondents - Railways that since this Court had directed to proceed with the tender process, all the bids submitted by the participants were evaluated and the successful bidder has been finalized, and only the Letter of Acceptance could not be issued, in view of the interim order dated 15.11.2020 in W.P.No.19150 of 2020. Since the petitioner has not satisfied the eligibility requirements as per the tender, the rejection order, as challenged, cannot be sustained.

23. For the foregoing reasons, the petitioner has not made out any ground warranting interference from this Court and there is no merit in these writ petitions and they are liable to be dismissed. Accordingly, these writ petitions are dismissed. However, there shall be no order as to cost. Consequently, the connected writ miscellaneous petitions are closed.

Sd/-

Assistant Registrar(CS-IV)

//True copy//

Sub Assistant Registrar

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To

1. The Secretary,
Ministry of Railways,
Railway Department,
Union of India,
256-A, Rail Bhawan,
Raisina Road,
New Delhi-110 001.

2. The Principal Chief Mechanical Engineer,
Integral Coach Factory,
Chennai-600 038.

3. The Deputy Chief Mechanical Engineer/Fur Division,
Integral Coach Factory,
Chennai-600 038.

+2cc to Mr.P.T.Ramkumar, Advocate SR.No.25503, 25502

W.P.Nos.19150 of 2020 & 5948 of 2021
and W.M.P.Nos.23721, 23723 of 2020,
4672, 6588 and 6590 of 2021

RR(CO)
GMY(06/07/2021)



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