



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

Date of decision: 22nd SEPTEMBER, 2022

IN THE MATTER OF:

+ **W.P.(C) 11610/2021 & C.M. Nos. 35899/2021 & 35900/2021**

M/S STAHL CRANESYSTEMS INDIA P. LTD. Petitioner

Through: Mr. Vikas Goel, Mr. Abhishek Kumar
and Mr. Ritesh Sharma, Advocates.

versus

DELHI METRO RAIL CORPORATION LTD. & ANR

.... Respondents

Through: Ms. Vibha Mahajan Seth and Mr.
Divyanshu Anand, Advocates for
respondent/ DMRC.

Mr. Nakul Dewan, Sr. Advocate with
Ms. Suruchi Suri, Mr. Varun Singh
Thapa and Mr. Simran Jot Singh,
Advocates for respondent No.2.

+ **W.P.(C) 11636/2021& C.M. Nos. 35949/2021 & 35950/2021**

M/S STAHL CRANESYSTEMS INDIA P. LTD. Petitioner

Through: Mr. Vikas Goel, Mr. Abhishek Kumar
and Mr. Ritesh Sharma, Advocates

versus

DELHI METRO RAIL CORPORATION LTD. & ANR

..... Respondents

Through: Ms. Vibha Mahajan Seth and Mr.
Divyanshu Anand, Advocates for
respondent/ DMRC.

Mr. Nakul Dewan, Sr. Advocate with
Ms. Suruchi Suri, Mr. Varun Singh



Thapa and Mr. Simran Jot Singh,
Advocates for respondent No.2.

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

SATISH CHANDRA SHARMA, C.J.

1. The instant Writ Petitions have been filed by the Petitioner under Article 226 read with Article 227 of the Constitution of India, being aggrieved by the rejection of its bids submitted against the notices inviting tenders, being Tender No. DMRCMNPSDO4 dated 25.02.2021 (hereinafter, "Tender 1") and Tender No.DMRCMNPAJDX01 dated 06.04.2021 (hereinafter, "Tender 2") (collectively referred to as "Tenders") issued by the Delhi Metro Rail Corporation Ltd. (hereinafter, "Respondent No. 1") for procurement and maintenance of Automatic Synchronized Pit Jack (8-Car Lifting) for Shastri Nagar and Najafgarh Depots and the Ajrona Depot respectively. By means of the instant Writ Petitions, the Petitioner has sought the following reliefs: -

- i. Issuance of a prerogative Writ of Certiorari or any other writ or order or direction in the nature of certiorari quashing the decision of the Respondent No. 1 rejecting the Petitioner's bids in respect of the Tenders vide email communications dated 10.09.2021 & 16.09.2021 respectively and also to quash the decision of acceptance of the bid of M/s Autolift Vandhana Indian Pvt. Ltd. (hereinafter referred to as "Respondent No.2") and awarding the Tenders in its favour.



- ii. Issuance of a Writ of Mandamus or any other writ or order or direction thereby directing Respondent No.1 to consider, evaluate and process the bids received in response to the Tenders in terms of the Tenders or to annul the entire tender process and reinstate the same in case Respondent No. 2 turns out to be the sole qualified bidder.
- iii. Issue a Writ of Mandamus or any other writ or order or direction thereby directing the Respondent No.1 to consider the Petitioner's bid strictly in terms of the Tender.
- iv. Passing such further orders as this Hon'ble Court may deem fit and proper in the facts & circumstances of the case.

2. It is stated that the Petitioner is the Indian subsidiary of a German company named M/s PFAFF Verkehrstechnik GmbH which is a global market leader in manufacture, supply and sale of Synchronized Pit Jacks and Mobile Jacks. Respondent No. 2, M/s Autolift Vandhana India Pvt. Ltd. is a Joint Venture company between M/s Autolift GmbH, Austria and M/s Vandhana International Pvt Ltd, New Delhi which is a joint venture partner of Respondent No.2 also involved in the business of manufacturing machinery and equipment as well as the installation and repair of machinery and equipment.

3. The facts leading to the filing of the instant Writ Petitions are as follows:-

- i. On 25.02.2021, DMRC issued an e-Tender bearing No. DMRCMNPSDO4 *inter alia*, for supply, erection, testing,



integrated commissioning, maintenance of Automatic Synchronized Pit Jack (8-Car Lifting) for Shastri Park and Najafgarh Depot, i.e., Tender 1. The closing date of submission of the bid was 26.03.2021. The closing date was later shifted to 25.05.2021 vide various corrigendum.

- ii. On 06.04.2021, Respondent No. 1 issued another E-Tender bearing No. DM RCMN PAJDX01 *inter alia*, for supply, erection, testing, integrated commissioning, maintenance of Automatic Synchronized Pit Jack (6-Car Lifting) for Ajrona Depot, i.e. Tender 2. The original closing date for the submission of bids was 06.05.2021. The closing date was later shifted to 21.06.2021 vide various corrigendum. Thereafter, vide the Amendment/Clarification No.1, the closing date was finally set as 25.06.2021.
- iii. On 12.04.2021, Respondent No.1 further proceeded to issue an Amendment/Clarification No-2 dated 12.04.2021, whereby, *inter-alia*, Respondent No.1 also amended Clause No.1.0(a) of Table 1.0 of Clause No. 12(A) of the SCC, whereby it allowed the Tenderers to change the address of the manufacturing plant, post-tender stage, provided the plant was located in India.
- iv. In April 2021, the Petitioner authorized its associate M/s Lai Yew Seng (India) Pvt. Ltd. vide a Board Resolution to digitally sign and upload the tender/bid documents on the Indian Railways e-Procurement System (IREPS) website on behalf of the Petitioner. On 18.05.2021, M/s Lai Yew Seng



(India) Pvt. Ltd. uploaded the final bids on the IREPS website on behalf of the Petitioner.

- v. On 16.06.2021, Amendment/Clarification No. 1 was issued by Respondent No. 1 in respect of Tender 2 which *inter-alia* amended Clause No. 12(A) of the Special Conditions of Contract (hereinafter referred to as “SCC”), permitting the Tenderers to change the address of the manufacturing plant, post-tender stage, provided the plant was located in India.
- vi. On 10.09.2021, Respondent No. 1 wrote to the Petitioner rejecting the bid submitted by it for the Tender 2. On the same day itself, the Petitioner wrote to Respondent No. 1 laying down a formal protest against the decision of Respondent No.1 rejecting its bid and intimated Respondent No. 1 that it would seek appropriate remedy under law.
- vii. On 16.09.2021, Respondent No. 1 wrote to the Petitioner rejecting the bid submitted by it for the Tender 1.
- viii. On 17.09.2021 and 22.09.2022, the Petitioner wrote to Respondent No. 1 stating that it qualified the eligibility conditions laid down in terms of the Tenders and submitted all requisite documents in its support. Accordingly, Petitioner sought reasons for reasons for the rejection of its bids.
- ix. On 27.09.2022, Respondent No. 1 wrote to the Petitioner clarifying that the Petitioner submitted its bid under category ‘Class A’ bidder. As per tender requirements for this category, bidder itself has to fulfil all criteria on financial and technical aspect. Based on the documents submitted, bidder doesn’t meet qualifying criteria on technical aspect nor the minimum



annual average turnover stipulated in the tender.

- x. Aggrieved by decision of Respondent No. 1, the Petitioner filed the instant Writ Petitions.

4. At this juncture, it is relevant to extract the relevant Clauses from the Tenders which describe Category-A and Category-C, and the same read as under:-

<i>Class of Bidder</i>	<i>Requirements for the Class</i>	<i>Qualifying requirements applicable to class</i>
<i>Class A</i>	<i>Category-A includes the bidders who are:</i> <i>-- Manufacturer or Indian subsidiaries of the manufacturer or authorized Indian channel partner of the manufacturer,</i> <i>-- who declare during tender submission to supply from their manufacturing plant in India/outside India, and,</i> <i>-- fulfill the Local Content requirement of at least Class-II local supplier,</i>	<i>In case if the Nodal Ministry has communicated sufficient Local capacity /competition for the item but the bidder fails to fulfill the minimum Local Content requirement to be classified as Class-I local supplier then he will not be eligible to participate in such tenders. For all the other situations such bidders need to fulfill the qualifying eligibility criteria as stipulated in Col.- 3 of Table-1.0 below (if bidder fulfills requirement of Class-I Local Suppliers also then he shall also be eligible for purchase preference)</i>



xxx	xxx	xxx
Class C	<i>Category-C includes bidders who are:</i> <i>-- Manufacturer or Indian subsidiaries of the manufacturer or Authorized Indian channel partner of the manufacturer,</i> <i>-- who declare during tender submission to supply from their manufacturing plant in India, and,</i> <i>-- do have tie-up with foreign manufacturer for a valid technology transfer agreement along with an undertaking from the above manufacturer that the process of manufacturing, testing & commissioning and the corresponding</i>	<i>Such Bidders need to fulfill the qualifying eligibility criteria as stipulated in Col.- 3 of Table 1.0 by utilizing the credentials of the Foreign OEM with whom they have Technology Transfer Agreement /Technology collaboration agreement /Licence Agreement (if bidder fulfils requirement of Class-I Local Suppliers also then he shall also be eligible for purchase preference)</i> <i>In such cases, the bidder during bid submission itself, should also submit the details of the foreign manufacturing plant (i.e. the city and the country of the manufacturing plant etc.) with which they claim to fulfill the qualifying eligibility criteria stipulated in Col-3.0 of Table 1.0. The qualifying eligibility criteria would thus be evaluated on the basis of considering the above plant & its country as the country of origin. The disclosing of the above foreign manufacturing plant would be in addition to the disclosing of the details of the manufacturing plant in India (i.e. the plant in India, in which the machinery/plant/equipment to be supplied through this tender would be actually manufactured).</i>



	quality assurance program for all the above three activities of the machinery/equipment/plant which is similar to the one to be supplied for this tender from its proposed plant in India have been checked & validated by them, and also an undertaking for an assurance from the above manufacturer to provide the technical support for manufacturing, supply, testing , commissioning & after sales service up to the end of Defect Liability Period (DLP), and, -- fulfill the Local Content requirement of at least Class-II local supplier(as applicable on date of submission of offer), but	
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	-- do not have the credentials to meet the qualifying eligibility criteria stipulated in Col-3 of Table-1.0 on their own,	
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5. This Court, vide Order dated 11.10.2021, issued notice in the instant Writ Petitions. Thereafter, Counter-Affidavits were filed by Respondent Nos.1 & 2. On 11.01.2022. This Court heard the counsel for the parties at a substantial length. After analysing the various provisions of the bid document, this Court rejected the contention of the Petitioner that the bid of the Petitioner ought to have been considered holding that the Petitioner does not comply with the qualifying requirements applicable to Class/Category-A.

6. The limited issue which survived for further consideration before this Court was whether Respondent No. 2 had been awarded the Tenders wrongly, as, being a Category-C bidder, it was required to declare during tender submission that it would supply from its manufacturing plant in India. In respect of this requirement, the Petitioner drew the attention of this Court to paragraph B of the Counter Affidavit filed by the Respondent No.2. Relevant portions of the same reads as under:

xxx

“B. The contents of Ground B are contradictory to Ground A since the Petitioner now claims that it did receive a reply for rejection of the bid. It is enough to state that the Petitioner did not fulfill the financial and technical aspects as required by the Tender itself. With regard to the assertion that Respondent No.2 did not



meet the financial criteria on its own, the Petitioner has overlooked that the four classes stipulated in Clause 12 of the Special Conditions of Contract had independent criterion for qualification and that it is erroneously attempting to apply the qualifying criterion of a bid under Class-A with that of a bid under Class-C. It is correct that Answering Respondent is relying on a manufacturing plant in India owned by a third party and under Class C, the same is permissible after the manufacturer has given all necessary undertakings in this regard. It is denied that there are any wrongful actions on the part of Respondent No.1 and that there was any afterthought. In a Tender evaluation, it is settled law that if the criteria set out in the Tender is not met, no party can claim right to be awarded the contract.” (emphasis supplied)

7. Taking into consideration the submission of the Petitioner, this Court, in order to examine the said aspect, directed Respondent No.1 and Respondent No.2 to file an affidavit to demonstrate that the Respondent No.2 qualifies the eligibility criteria stipulated in Column-3 of Table 1.0, and that the bid submitted by Respondent No.2 fell within the four corners of Category-C.

8. In compliance with the aforesaid order, Respondent No.2 filed an additional affidavit clarifying the counter affidavit filed by it. The relevant portion of the additional affidavit filed by Respondent No.2 reads as under:-

"3. At the very outset, I submit and clarify that Respondent No. 2 is relying on its own manufacturing plant and therefore meets the eligibility criteria set out under Class C of Clause 12 of the Special Terms and Conditions of the tender dated 06.07.2021 ("Tender"). In fact, the tender documents submitted by Respondent



No.2 categorically reflect that position. There has, therefore, been no false representation made in the bid which was submitted by Respondent No.2 in response to the Tender issued by Respondent No.1 However, Respondent No.2 inadvertently, and on account of an inappropriately phrased sentence at Paragraph B of the Counter- Affidavit presumably gave the impression that it was relying on a manufacturing plant owned by a third party. It is respectfully submitted that the sentence could have been better phrased to accurately reflect Respondent No.2's eligibility under Class C set out at Clause 12 of the Special Terms and Conditions. The unintentional error in Paragraph 'B' of the Counter Affidavit filed in the Captioned Case on behalf of Respondent No.2. is regretted and the appropriate phraseology is juxtaposed below for the ease of convenience:

ORIGINAL PHRASEOLOGY	AS IT OUGHT TO HAVE READ
<i>It is correct that the Answering Respondent is relying on a manufacturing plant in India owned by a third party and under Class C, the same is permissible after the manufacturer has given all necessary undertakings in this regard.</i>	<i>It is correct that the Answering Respondent is relying on its own manufacturing plant in India which it runs from premises owned by a third party and under Class C, the same is permissible after the manufacturer has given all necessary undertakings in this regard.</i>

4. The Answering Respondent in fact operates its own manufacturing facility from leased premises owned by one of its Joint Venture partners i.e. M/s Vandhana International Pvt. Ltd. And this fact was not clearly and correctly stated in para B of the Counter affidavit placed on record."



9. A perusal of the abovementioned paragraphs shows that Respondent No.2 has stated on affidavit that it is having its own manufacturing plant in India which is run from a leased premises owned by a third party, the third-party being M/s Vandhana International Pvt. Ltd., one of the JV partners in Respondent No. 2. This, according to Respondent No.2 is permissible.

10. The contention of Respondent No.2 primarily is that it is not necessary that it must own the premises where the manufacturing unit is established. Respondent No.1 has also filed an affidavit contending that in case it is found that Respondent No.2 does not own the manufacturing plant, then the tender document provides for cancellation of the contract on the question of furnishing false information.

11. The jurisdiction of a writ court to interfere with the decision of the State/Instrumentalities of the State while awarding contract, exercising its jurisdiction under Article 226 of the Constitution of India has been crystallised in a number of judgments.

12. It is well settled that a writ court while exercising its jurisdiction under Article 226 of the Constitution of India exercises its discretion to interfere with the issue of award of tender only when the said decision is hit by malafides or the decision has been completely perverse, with an intent to favour someone. What the Court reviews is only the decision making process and not the decision itself. In case the decision making process is just, fair and reasonable, the writ courts must loathe to interfere with the award of contracts by the State/Instrumentalities of the State. The Apex Court in Afcons Infrastructure Limited v. Nagpur Metro Rail Corporation Limited & Anr., (2016) 16 SCC 818, has observed as under:-



"11. Recently, in *Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium)* [*Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium)*, (2016) 8 SCC 622 : (2016) 4 SCC (Civ) 106 : (2016) 8 Scale 99] 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. Port of Bombay* [*Dwarkadas Marfatia and Sons v. 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* [*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* [*Jagdish Mandal v. State of Orissa*, (2007) 14 SCC 517] as mentioned in *Central Coalfields* [*Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium)*, (2016) 8 SCC 622 : (2016) 4 SCC (Civ) 106 : (2016) 8 Scale 99] .



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."

13. This position has also been reiterated by the Apex Court in Municipal Corporation, Ujjain & Anr. v. BVG India Limited & Ors., (2018) 5 SCC 462.

The relevant portion of the said judgment reads as under:-

"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. [Air India Ltd. v. Cochin International Airport Ltd., (2000) 2 SCC 617])"

14. While dealing with the issues regarding contracts, which are technical in nature, the law is settled and the Courts must be circumspect while sitting over the judgments arrived at by experts and by the framers of the contract who know the best as to whether the terms of the contract have been met with or not, especially, when the contracts are technical in nature.

15. In Silppi Constructions Contractors vs. Union of India and Anr., (2020) 16 SCC 489, the Apex Court has observed as under:-

"19. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a



*lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. **The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer.***

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)

16. In N.G. Projects Limited v. Vinod Kumar Jain and Ors., (2022) 6 SCC 127, the Apex Court has held as under:-

"23. In view of the above judgments of this Court, the writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be kept in view. Courts should be even more reluctant in interfering with contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court finds that there is total arbitrariness or that the tender has been granted in a mala fide manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being



deprived of the infrastructure for which the present day Governments are expected to work.

(emphasis supplied)

17. A perusal of the abovementioned judgments would show that the employer is the best judge to decide as to whether the bidder has qualified the conditions prescribed in the tender document or not. The Court does not sit as an appellate authority over the decision taken by the employer and come to a conclusion that the decision taken by the employer on technical aspects should be interfered with or not. The interference as stated by the Apex Court in such matters is extremely narrow and the courts should refrain from exercising their jurisdiction under Article 226 of the Constitution of India unless there is malafide or the decision was intended to favour someone or is so perverse that no prudent person could have come to that decision or if it violates Wednesbury's principle of reasonableness. Applying the law laid down by the Apex Court in the facts of the present case, this Court is of the opinion that admittedly the manufacturing plant belongs to Respondent No.2 though the land where the manufacturing plant is established belongs to a third party. In the wisdom of Respondent No.1, which has floated the tender, this does not violate the tender condition.

18. The argument of Mr. Vikas Goel, learned Counsel for the Petitioner that apart from this particular unit, there is yet another unit operated by M/s Trident Auto Components Pvt. Ltd. from which Respondent No. 2 procures certain components and, therefore, Respondent No.2 does not fulfil the criterion of a Category C bidder, cannot be accepted by this Court for the reason that the manufacturing of the end product is being done from the unit which belongs to the Respondent No.2 and Respondent No.1, which is the tender issuing authority, has in its wisdom come to the conclusion that the fact



that certain components are manufactured in another unit not belonging to Respondent no.2 does not amount to disqualification of the tender. Such a decision by Respondent No. 1 cannot call for interference by a writ court exercising its jurisdiction under Article 226 of the Constitution of India.

19. In any event, this Court on 11.01.2022, had issued notice limited to the aspect as to whether Respondent No.2 has a manufacturing unit in the country, which according to this Court is a criterion fulfilled by Respondent No.2, therefore, making it eligible as a Category-C applicant.

20. In view of the above, this Court does not find any force in the arguments raised by learned Counsel for the Petitioner. Resultantly, the writ petitions are dismissed, along with pending application(s), if any. Costs made easy.

SATISH CHANDRA SHARMA, C.J.

SUBRAMONIUM PRASAD, J

SEPTEMBER 22, 2022

hsk/sh