



W.A.No.827 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 19.03.2024
DELIVERED ON : 20.03.2024

CORAM :

THE HON'BLE MR.SANJAY V.GANGAPURWALA, CHIEF JUSTICE
AND
THE HON'BLE MR.JUSTICE BHARATHA CHAKRAVARTHY

W.A.No.827 of 2024

1 The Chairman
Tamil Nadu Generation and Distribution
Corporation Ltd (TANGEDCO)
10th Floor 144 Anna Salai
Chennai – 600 002.

2 O/o.The Chief Engineer/ IT and RAPDRP
TANGEDCO 6th Floor Western Wing
NPKRR Maaligai Anna Salai
Chennai – 600 002.

3 The Director/Distribution
TANGEDCO 144 Anna Salai
Chennai - 600 002.

.. Appellants

Vs

1 Overseas Infrastructure Alliance (India) Pvt. Ltd
Rep.by its Authorized Representative, Vinod Chaturvedi
501 OIA House 470 Cardinal Gracious Road
Andheri East, Mumbai – 400 099.

2 The Government of Tamil Nadu
Rep. by its Principal Secretary to Government
Energy Department Fort St. George
Chennai – 600 009.

.. Respondents



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Prayer: Appeal under Clause 15 of the Letters Patent against the order dated 7.3.2024 made in W.P.No.3907 of 2024 by the learned Single Judge.

For the Appellants : Mr.P.S.Raman
Advocate General
for Mr.D.R.Arun Kumar

For the Respondents : Mr.Srinath Sridevan
Senior Counsel
for Mr.S.Senthil
for 1st respondent

JUDGMENT

THE HON'BLE CHIEF JUSTICE

Assailing the judgment and order dated 7.3.2024 passed by the learned Single Judge in W.P.No.3907 of 2024, the respondents in the writ petition have filed this writ appeal.

2.1. Succinctly put, the facts are as under: The appellants floated a tender against Specification No.CE/IT&RAPDRP.06 to 11/2023-24 (6 packages) towards Development of Distribution Infrastructure for Loss Reduction in various districts in Tamil Nadu under the Revamped Reforms-based and Results-linked,



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Distribution Sector Scheme through Open Tender Two-Part System.

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2.2. The original writ petitioner/first respondent herein participated in the tender process. The technical bid of the first respondent was rejected by the appellants for the reason that Bid Qualification Requirements (BQR) are not satisfied. The first respondent filed W.P.No.33809 of 2023 along with five other writ petitions assailing the order rejecting its technical bid. The learned Single Judge, by order dated 7.12.2023, directed the first respondent to avail the alternate remedy before the Government.

2.3. The first respondent, thereafter, filed an appeal under Section 11 of the Tamil Nadu Transparency in Tenders Act, 1998 before the second respondent. The second respondent, vide order 13.2.2024, dismissed the appeal. Challenging the said order, the first respondent filed W.P.No.3907 of 2024.

2.4. The learned Single Judge, by judgment and order dated 7.3.2024, allowed the writ petition and set aside the order



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disqualifying the first respondent and directed the appellants to declare the first respondent as a technically qualified bidder and include the bid of the first respondent for the next stage of financial evaluation. Impugning the said order, the present appeal is filed by the TANGEDCO.

3. The technical bid of the original writ petitioner is rejected on two counts:

- (i) the first respondent does not qualify Clauses 2.1.1 to 2.1.4 of the Bid Qualification Requirements (BQR), i.e., does not possess the experience of executing contracts in the seven-year period preceding the financial year of issue of tender; and
- (ii) the first respondent does not possess the electrical contractor licence issued by any one State in India as required under Clause 3.8.6. of the BQR.

4.1. Mr.P.S.Raman, learned Advocate General appearing on behalf of Mr.D.R.Arun Kumar, learned counsel for the appellants,



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submits that on both the counts the learned Single Judge has failed to consider the BQR in its correct perspective. The tender notice was issued on 25.6.2023. The seven years preceding the final year would be the year 2016-2017. The first respondent's contract to suggest experience is of the year 2015. The same is not within seven years.

4.2. Learned Advocate General further submitted that Clause 3.8.6 of the BQR is mandatory. As per the said clause, the bidder should meet the necessary license class requirements as applicable for the execution of works in the Requests for Bids (RFB). It is only if the bidder does not hold the license for the given State, then the bidder should possess the equivalent license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months. In case the bid is submitted by a joint venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of works or part thereof at site, should possess and/or acquire the necessary license as stated above. In the



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instant case, according to learned Advocate General, though it was a joint venture, the other joint venture partners were not supposed to do any work as per their joint venture agreement and, as such, it was incumbent upon the first respondent to possess the necessary license and the first respondent did not possess the license.

4.3. In support of his submissions, learned Advocate General relied upon the following decisions:

- (i) *Agmatel India Private Ltd v. Resoursys Telecom and others*, (2022) 5 SCC 362;
- (ii) *Municipal Corporation, Ujjain and another v. BVG India Limited and others*, (2018) 5 SCC 462;
- (iii) *Master Marine Services (P) Ltd v. Metcalfe & Hodgkinson (P) Ltd and another*, (2005) 6 SCC 138;
- (iv) *Silppi Constructions Contractors v. Union of India and another*, (2020) 16 SCC 489;
- (v) *Jagdish Mandal v. State of Orissa and others*, (2007) 14 SCC 517;
- (vi) *Tata Motors Limited v. Brihan Mumbai Electric Supply and Transport Undertaking (BEST) and others*, 2023 SCC OnLine SC 671;



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- (vii) *Brandmidas Hospitality and Aviation Services (P) Ltd v. Airports Authority of India and another* [Order dated 7.12.2021 in W.P.No.35845 of 2019];
- (viii) *National High Speed Rail Corporation Ltd v. Montecarlo Limited and another*, (2022) 6 SCC 401;
- (ix) *W.B. State Electricity Board v. Patel Engineering Co. Ltd. and others*, (2001) 2 SCC 451; and
- (x) *Tata Cellular v. Union of India*, (1994) 6 SCC 651.

5.1. Mr.Srinath Sridevan, learned Senior Counsel appearing on behalf of Mr.S.Senthil, learned counsel for the first respondent, submits that the first respondent had the completion certificate of the work done dated 29.7.2015 and the same was well within the period of seven years stipulated in Clauses 2.1.1 to 2.1.4 of the BQR.

5.2. Learned Senior Counsel for the first respondent further submits that when the first tender was issued, the first respondent



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was disqualified on the ground that it did not possess the experience in India and has experience of similar work abroad. The first respondent filed a writ petition, bearing W.P.No.13806 of 2023. A Division Bench of this court allowed the writ petition under order dated 27.4.2023 and directed the appellants herein to allow the first respondent to submit the bid by taking note of its experience outside India. The SLP filed by the present appellants is also dismissed by the Supreme Court. The said tender process was cancelled and a fresh tender is floated on 25.6.2023. According to learned Senior Counsel, when the experience of having done the work abroad is permissible, then insisting for a license from the State in India is unreasonable, arbitrary and does not stand to reason. The learned Single Judge has properly appreciated the said aspect.

5.3. Learned Senior Counsel for the first respondent submits that relaxation of condition is permissible if the condition is a subsidiary condition and not an essential condition. He submits that when even after the award of contract within two months the license can be acquired from the State, then the said condition cannot be said to be a



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primary or an essential condition. He relies upon the judgment of the Apex Court in the case of *Vidarbha Irrigation Development Corporation and others v. Anoj Kumar Agarwala and others*, (2020) 17 SCC 577. Learned Senior Counsel hastened to add that before the first respondent was communicated about the rejection of the technical bid, it had already acquired the required license from the State of Tamil Nadu, i.e., the place where the work was to be performed.

5.4. According to learned Senior Counsel for the first respondent, the other two members of the joint venture have the required license and, as such, the same can be considered for the purpose of the present tender. He relies upon the judgment of the Apex Court in the case of *New Horizons Limited and another v. Union of India and others*, (1995) 1 SCC 478.

5.5. Learned Senior Counsel for the first respondent also placed reliance on the decisions of the Apex Court in the cases of (i) *Master Marine Services (P) Ltd* (supra); (ii) *B.S.N.Joshi and Sons Limited v. Nair Coal Service Limited and others*, (2006) 11 SCC 548; and (iii)



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Tata Motors Limited (supra), to buttress his arguments.

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6. We have considered the submissions canvassed by learned counsel for the parties and have gone through the tender conditions.

7. The reasons for rejection of the technical bid of the first respondent are as under:

"1. the completion certificates furnished by the lead bidder M/s OIA India Private Limited are contradictory and the authenticity of the same could not be relied upon.

2. has not submitted necessary Electrical Contractor Licence neither from any of the states in India nor from Abroad and furnished an undertaking to acquire Class I Licence from Tamil Nadu state within two months from the date of the award of the contract."

8. The power of judicial review of this court under Article 226 of the Constitution of India in matters of tender is in a limited compass. This court would not sit in appeal over the decision taken



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by the principal, however would be more concerned with due adherence to the decision-making process. Some leverage has to be given to the principal floating the tender. The one issuing the tender is the best judge of its requirement. The person filling in the tender has to comply with all the essential conditions of the tender.

9. This court would be justified in exercising its power of judicial review if it is found that in the decision arrived at by the authority there exists an element of arbitrariness, irrationality and favouritism. Arbitrariness has no role in the society governed by rule of law. Arbitrariness is antithesis to the rule of law, justice, equity, fair play and good conscience. The modern trend points to judicial restraint.

10. In the case of *Master Marine Services (P) Ltd* (supra), the Apex Court has observed that the discretionary power under Article 226 of the Constitution of India has to be exercised with great caution and only in furtherance of public interest and not merely on the making out of a legal point. Only when it comes to the



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conclusion that overwhelming public interest requires interference, the court should interfere.

11. In the aforesaid decision of the Apex Court, the tender document required the bidder to have license to act as a Surveyor/Loss Assessor under the Insurance Act, 1938 to pre-qualify. The tenderer company did not possess the license in its name, but its Chairman possessed the license. The Contracting Authority exercising its power under the tender conditions waived the said technical requirement for various reasons given by it. The Apex Court observed that 98% of the work was of clerical nature, which required no license under the Insurance Act. In those facts, the Apex Court observed that the Contracting Authority was justified in awarding the contract to the said tenderer company primarily on financial/commercial considerations.

12. In the case of *B.S.N.Joshi and Sons Ltd* (supra), the Supreme Court considered the term requiring the handling of more than 5 MT of coal per year in preceding five years on the part of the



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bidders. After taking note of the fact that the appellant therein, who is the bidder, though cumulatively handled far more coal than required in the preceding five years taken together, did not handle more than 5 MT each year, held that same amounted to substantial compliance since it satisfied the object of the said tender condition of ensuring that the bidder had the experience and capacity to discharge the works concerned.

13. In the case of *Tata Motors Limited* (supra), the Apex Court taking note of the fact that Annexure-Y, which was originally required to be submitted by the successful bidder after the evaluation of the bid, did not figure in the list of documents and annexures to be included in the technical submissions, observed that the restriction on revision of documents under Clause 16 of Schedule I, is only limited to the documents necessary to be included in the technical bid and would not be applicable to any such document which does not form a part of the technical bid. The Apex Court, in the said case, also held that the court should refrain itself from imposing its decision over the decision of the



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employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out.

14. In the present case, though the tender document states that the bidder should meet the minimum criteria in the past seven years (up to last completed financial year) and the same is executed during the last seven years up to 31.3.2022, however the format provided by the tender document itself suggests that the experience of seven years preceding the financial year in which the tender is issued would commence from 1.4.2015. The learned Single Judge was not in error in accepting the contention of the original petitioner/first respondent herein on this score.

15. Clause 3.8.6. of the tender document, which is the bone of contention, reads thus:

"3.8.6. The bidder should meet the necessary license class requirements as applicable for the execution of works in this RFB. However in case the bidder does not hold the license for the given State, then the bidder should possess the equivalent



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license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months. In case bid is submitted by Joint Venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of Works or part thereof at Site, should possess and/or acquire the necessary license as stated above...”

16. From a reading of the said clause, it is manifest that the bidder should meet the necessary license class requirements as applicable for the execution of works in this RFB. However, in case the bidder does not hold the license for the given State, then the bidder should possess the equivalent license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months.

17. Possessing the necessary license class requirements on the date of filling in the tender documents is an essential condition in the tender. The first respondent may possess the said license



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class requirements from any State in India, if it does not possess the license in the given State [*in the present case, the given State is the State of Tamil Nadu*]. Admittedly, the first respondent did not possess the license from any State in India even on the last date of filling in the tender. The first respondent possessed the experience of executing the work abroad, but did not possess any license for doing the said business in India. The said clause cannot be said to be a non-essential condition. The same will have to be held to be a substantial condition. In the absence of license, the first respondent cannot do business in India. Acquiring license subsequently after the evaluation of the technical bid would be of no consequence. The license has to be of the similar work from any State in India, which, admittedly, the first respondent did not possess.

18. The Joint Venture Agreement, which the first respondent submitted, has itself clarified that the first respondent is the lead partner and other two partners would not be performing any work. Clause 3.8.6 further states that if a bid is submitted by Joint



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Venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of Works or part thereof at site, should possess and/or acquire the necessary license as stated above. The other two partners were not to perform any work on the site. The same is clear from the document submitted by the first respondent in Appendix-I. The same is as under:

APPENDIX-I
INITIAL SCOPE OF MATRIX OF OIA-APS-SKIPPER
JV

Sr.No.	DESCRIPTION	LEAD PARTNER-OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
1	Bid documents preparation & JV representation for contract award	Yes	Yes	Yes	
2	Bid Bond	Yes	No	No	
3	ABG	NA	NA	NA	
4	PBG (post award)	Yes	No	No	Post award
5	Retention BG	Yes	No	No	Post award
6	Field Survey	Yes	No	No	
6.1	Finalized network design based on survey	Yes	No	No	
6.2	Proposed route of 33 KV, 22 KV, 11 KV and LT Line	Yes	No	No	
6.3	Proposed number of 11 KV feeders to be undertaken	Yes	No	No	
6.4	Locations of new distribution transformers	Yes	No	No	



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Sr.No.	DESCRIPTION	LEAD PARTNER-OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
6.5	Feeder wise Bill of Quantity (BOQ), for each proposed work	Yes	No	No	
6.6.	Architectural and civil designs such as control room, foundation for equipment, distribution transformers, isolators, VCB, etc	Yes	No	No	
7	Supply and erection of all the material as per the BOQ				
7.1	Supply and erection of Transformers of various capacity	NA	NA	NA	To be provided by Tangedco
7.2	Supply and erection of PSC Pole	NA	NA	NA	To be provided by Tangedco
7.3	Supply and erection of Base Plate for PSC Pole	NA	NA	NA	To be provided by Tangedco
7.4	Supply and erection of material for erection of bays	Yes	No	No	
7.5	Supply and erection of all materials for erection of electrical equipments/works and civil works in substations	Yes	No	No	
7.6	Supply and erection of all materials for erection of HT/LT lines, covered conductors, cables, poles, structures, DTs etc	Yes	No	No	
7.7	Supply and erection of Painting and numbering material of all structures	Yes	No	No	
7.8	Supply and erection of New	Yes	No	No	



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Sr.No.	DESCRIPTION	LEAD PARTNER-OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
	LT Line				
7.9	Supply and erection of Distribution Transformers	Yes	No	No	
7.10	Supply and Laying of Underground Cabling	Yes	No	No	
7.11	Supply and Restranging of Covered Conductor for HT	Yes	No	No	
7.12	Supply and erection of High Voltage Distribution System (HVDS) and Separation of Double Distribution Transformer with HVDS	Yes	No	No	
7.13	Supply and erection for augmentation of existing 33KV lines	Yes	No	No	
7.14	Supply of material and erection of extension of bay words	Yes	No	No	
7.15	Supply of material for Agriculture Feeder Segregation (AFS) works	Yes	No	No	
7.16	Supply of material and erection of 11KV bays	Yes	No	No	
7.17	Supply of material and erection for provision of 11KV bay without structures	Yes	No	No	
7.18	Supply of material erection for AFS-Provision of 11KV Mirror Bay with cable	Yes	No	No	
7.19	Supply of material and erection for AFS-11KV HT Line - Racoon - ACSR 7/4.09 - with PSC Pole	Yes	No	No	
7.20	Supply of material and erection for AFS - 11 KV HT Line - Raccoon - ACSR 7/4.09 - with RSJ Pole	Yes	No	No	
7.21	Supply of material and	Yes	No	No	



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Sr.No.	DESCRIPTION	LEAD PARTNER- OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
	erection for AFS – 11KV HT Line – Rabbit – ACSR 7/3.35 – with PSC Pole				
7.22	Supply of material and erection for AFS – 11KV HT line – Weasel – ACSR 7/2.59 – with PSC Pole	Yes	No	No	
7.23	Supply of material and erection for AFS – 11 KV HT Line – AB Cable 95 sq. mm – with PSC Pole	Yes	No	No	
7.24	Supply of material and erection for AFS – 11KV HT Line – AB Cable 70 sq.mm – with PSC Pole	Yes	No	No	
7.25	Supply of material and erection for AFS – 11KV HT Line – UG Cable (11KV – 3x300 sq.mm)	Yes	No	No	
7.26	Supply of material and erection for AFS – 11KV HT Line – UG Cable (11KV – 3x120 sq.mm)	Yes	No	No	
7.27	Supply of material and erection for AFS – 11 KV HT Line – Covered Conductor – 50 Sq. mm – with PSC Pole	Yes	No	No	
7.28	Supply of material and erection for installation of 11 KV DTs	Yes	No	No	
7.29	Supply of material and erection for AFS – 11KV DT – 16 KVA (Single Pole)	Yes	No	No	
7.29	Supply of material and erection for AFS – 11KV DT – 25 KVA (Single Pole)	Yes	No	No	
7.30	Supply of material and erection for AFS – 11KV DT – 63 KVA (Double Pole)	Yes	No	No	



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Sr.No.	DESCRIPTION	LEAD PARTNER- OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
7.31	Supply of material and erection for AFS – 11KV DT – 63 KVA (Single Pole)	Yes	No	No	
7.32	Supply of material and erection for AFS – 11 KV DT – 100 KVA (Double Pole)	Yes	No	No	
7.33	Supply of material and erection for erection of LT Lines for 11 KV Feeders	Yes	No	No	
7.34	Supply of material and erection for AFS – LT Line – LT AB Cable – 3x70+1x16+1x50 sq.mm – PSC Pole	Yes	No	No	
7.35	Supply of material and erection for AFS – LT Line – Rabbit ACSR 7/3.35- 3 Ph – 4 wire – PSC pole	Yes	No	No	
7.36	Supply of material and erection for AFS – LT line – Rabbit ACSR 7/3.35 – 1 Ph – 2 wire – PSC Pole	Yes	No	No	
7.37	Supply of material and erection for AFS – LT Line – Weasel ACSR 7/2.59 – 3 Ph – 4 wire – PSC Pole	Yes	No	No	
7.38	Supply of material and erection for AFS – LT Line – Weasel ACSR 7/2.59 – 1Ph – 2 wire – PSC Pole	Yes	No	No	
7.39	Supply of material and erection for erection of 11 KV structures	Yes	No	No	
7.40	Supply of material and erection for AFS – 11 KV STR – Railway Crossing Cable including structure cost	Yes	No	No	
7.41	Supply of material and erection for AFS – 11 KV STR	Yes	No	No	



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Sr.No.	DESCRIPTION	LEAD PARTNER- OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
	- Tapping Point Structure				
7.42	Supply of material and erection for AFS – 11 KV STR – Double Pole Structure	Yes	No	No	
7.43	Supply of material and erection for AFS – 11 KV STR – Four pole structure	Yes	No	No	
7.44	Supply of material and erection for AFS works in 22 KV Feeders	Yes	No	No	
7.45	Supply of material and erection for erection of 22 kv bays	Yes	No	No	
7.46	Supply of material and erection for AFS – Provision of 22 kV Bay with structures	Yes	No	No	
7.47	Supply of material and erection for Erection of 22 Kv HT Lines	Yes	No	No	
7.48	Supply of material and erection for AFS – 22 KV HT Line – Racoon – ACSR 7/4.09 – with PSC Pole	Yes	No	No	
7.49	Supply of material and erection for AFS – 22KV HT Line – Rabbit – ACSR 7/3.35 – with PSC Pole	Yes	No	No	
8	Return of replaced old materials to the area stores of employer	Yes	No	No	
9	Documentation	Yes	No	No	
10	GIS mapping and asset tagging	Yes	No	No	
11	Pre-Commissioning tests	Yes	No	No	
12	Commissioning Tests	Yes	No	No	
13	Type Testing, Inspection,	Yes	No	No	



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Sr.No.	DESCRIPTION	LEAD PARTNER- OIA	OTHER JV PARTNER 1 - APS	OTHER JV PARTNER 2 - SKIPPER	REMARKS
	Testing and Inspection Certificate				
14	Quality Assurance and Evaluation Mechanism	Yes	No	No	
15	Project Management System and periodic review with client	Yes	No	No	

19. In view of the above fact that the other two partners were not to perform any work on the site, the judgment of the Apex Court relied upon by learned Senior Counsel for the *New Horizons Limited and another*, supra, whereby it is held that experience of the director can be considered as experience of the company, would be of no avail to the first respondent.

20. It is true that this court would be slow in interfering with the order of the learned Single Judge, as observed by the Apex Court in the case of *N.Ramachandra Reddy v. State of Telangana and others*, (2020) 16 SCC 478. However, the said judgment also states that, in an intra-court appeal, unless the



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Appellate Bench concludes that the findings of the Single Judge are perverse, it shall not disturb the same.

21. In the instant case, the learned Single Judge has observed that the order of this court in the earlier round of litigation directing to consider the foreign experience of the first respondent would operate as a *res judicata* and that the re-issuance of tender would subvert the right accrued to the first respondent.

22. In fact, the learned Single Judge has not properly appreciated Clause 3.8.6 of the BQR. The learned Single Judge observed that Clause 3.8.6. of the BQR requires the participants to file a Electrical Contractor License issued by any one of the State in India or abroad. The words "*or abroad*" do not find place in Clause 3.8.6. That is perverse appreciation of Clause 3.8.6 of the BQR. Clause 3.8.6 of the BQR, as reproduced supra, would clearly demonstrate that the bidders should meet the necessary



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license class requirements as applicable for the execution of works in this RFB. However, in case the bidder does not hold the license for the given State, then the bidder should possess the equivalent license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months. So possessing the license in any State in India is a mandatory condition. It also needs to be considered that the first respondent did not challenge the said term before filling in the tender. After filling in the tender and participating in the tender process, it is not open to the first respondent to challenge the terms of the tender or to contend otherwise.

23. There may be other interested persons who would have necessary experience, but not the license and they did not apply because of Clause 3.8.6 of the BQR.

24. The Apex Court in the case of *Silppi Constructions*



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Contractors (supra) has observed that, in contracts involving technical issues, the court should be even more reluctant because courts do not have the necessary expertise to adjudicate upon technical issues beyond their domain. The court should exercise a lot of restraint while exercising its powers of judicial review in contractual or commercial matters. It has further observed that the courts must realise their limitation and the havoc which needless interference in commercial matters can cause. 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 and has authored the tender documents is the best judge as to how the documents have to be interpreted.

25. In the light of the unvarnished truth that the first respondent did not possess the license even on the last date of filling in the tender, no fault can be found in the authority



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rejecting the technical bid of the first respondent.

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For the foregoing reasons, the writ appeal is allowed and the judgment of the learned Single Judge is set aside. There shall be no order as to costs. Consequently, C.M.P.No.5737 of 2024 is closed.

(S.V.G., CJ.)

(D.B.C., J.)

20.03.2024

Index : Yes
Neutral Citation : Yes
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To:

The Principal Secretary to Government
Government of Tamil Nadu
Energy Department Fort St. George
Chennai – 600 009.



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(Order of the court was made by the Hon'ble Chief Justice)

At this stage, Mr.Srinath Sridevan, learned Senior Counsel appearing for the first respondent, submits that the present judgment may be stayed for a period of two weeks from today, as the Apex Court is closed in the next week.

2. Mr.P.S.Raman, learned Advocate General, opposes the aforesaid request made by learned Senior Counsel for the first respondent.

3. As an interim order was in favour of the first respondent during the pendency of the writ petition and the judgment of the learned Single Judge is set aside under this judgment, so as to enable the first respondent to avail the further remedy, the appellants shall not issue the work order till 31.03.2024. After



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31.03.2024, the present protection shall automatically come to an end.

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(S.V.G., CJ.)

(D.B.C., J.)

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(sasi)

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