

Form No. J(2)

In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side

Present: The Hon'ble Justice Sabyasachi Bhattacharyya
And
The Hon'ble Justice Supratim Bhattacharya

MAT 717 of 2021
IA No: CAN 1 of 2021

Amalesh Majumdar
Vs.
The State of West Bengal and others

For the appellant : Mr. Santanu Chatterjee,
Mr. Srijan Chakraborty
For the respondents : None
Heard on : 02.12.2025
Judgment on : 02.12.2025

Sabyasachi Bhattacharyya, J.:-

1. The certified copy of the impugned order, filed by learned counsel for the appellant today, be kept on record.
2. The ambit of the present appeal is very short.
3. The learned Single Judge, by the impugned order dated July 27, 2021, dismissed a writ petition of the present appellant. The scope of the challenge in the writ petition was that the writ petitioner/appellant, being a prospective bidder in a tender process floated by the respondent-authorities, challenged Clause 11 of the

tender document, which stipulates that the tender issuing authority reserves the right to accept or reject or for cancelling or adding or reducing or deferring any tender or part of the tender without assigning any reason thereof. The learned Single Judge found no arbitrariness in the said clause and accordingly dismissed the writ petition.

4. Mr. Chakraborty, led by Mr. Chatterjee, appearing for the appellant, submits that the very language of the said tender clause is couched in arbitrariness inasmuch as a blanket power has been vested in the tender issuing authority to reject even the highest bidder in the tender process without assigning any reason therefor. It is contended that the same violates basic tenets of natural justice.
5. Upon hearing learned counsel for the appellant, it transpires that the appellant had participated in previous tenders floated by the self-same authority having a similar clause as the one impugned at present.
6. Thus, it does not now lie in the mouth of the appellant to resile from such position and, having enjoyed the fruits of previous tenders containing a similar clause by getting work orders and participating in the tender processes, the appellant cannot now be permitted to challenge the self-same clause in a subsequent tender document.
7. That apart, it is the exercise of the right vested in the clause by the tendering authority that can be examined by a court of law for testing the arbitrariness therein, and not the clause itself, since the contents of a tender document and the terms of a tender come within the

exclusive domain of the employer/tender issuing authority, which has a play in the joints to determine the criteria and yardsticks for assessing a bidder as per its own requirements.

8. There may be several underlying, subjective, subtle and implicit reasons why a tender may be rejected despite being financially the highest bid, which it is for the employer/tender issuing authority to assess and not for the court to impose upon the employer.
9. The learned Single Judge observed that the Court saw no arbitrariness or illegality in stipulating such power or reserving such right by the State Authority, since it is essentially the specialized department of the Government that can determine the suitability of a tenderer for the job sought to be performed and as required by the State. The learned Single Judge also observed that the clause is in line with the dicta of the Hon'ble Supreme Court that even the highest or most eligible tenderer is not automatically entitled to be awarded the contract in question.
10. As such, we do not find any inherent flaw or violation of natural justice merely by incorporation of the impugned clause in the tender document-in-question, without any further material to establish that such clause has been wielded by the respondent-authorities as a tool of injustice or arbitrariness.
11. Hence, since the learned Single Judge accepted one of the plausible views in the facts of the case, we are not inclined to interfere, particularly within the limited constraints of an intra-court appeal.

12. Accordingly, MAT 717 of 2021 is dismissed without any order as to costs, thereby affirming the impugned order dated July 27, 2021 passed in WPA 11891 of 2021.
13. CAN 1 of 2021 is accordingly disposed of as well.
14. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Supratim Bhattacharya, J.)