



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 8790 OF 2025

Monika Dinesh Lokhande
Proprietor Monika Enterprises

...Petitioner

Versus

The State of Maharashtra & Ors.

...Respondents

- Mr. Pavan P Uttarwar, for Petitioner.
- Mr. S. P. Sonpawale, AGP for Respondent.

CORAM : MANISH PITALE AND
Y. G. KHOBRAGADE, JJ.

DATE : 21st JULY 2025.

P. C. :

1. Heard learned counsel for the petitioner.
2. The principal prayer in this writ petition is to quash and set aside e-tender notice issued by the respondent No.2 through Deputy Collector, primarily on the ground that, according to the petitioner, clauses 10 and 11 of the impugned e-tender notice are vague, *mala fide* and also arbitrary.
3. We have perused the e-tender notice, particularly clauses 8, 9, 10 and 11 thereof. We have also perused the response dated 26th May 2025, given by the respondent No.2 to the issues raised by the petitioner while alleging that the aforesaid clause Nos. 10 and 11 are

vague. In the response dated 26th May 2025, issued by respondent No.2, specific reasons have been given as to why the concept of “reasonable rates” has been introduced in the e-tender notice, particularly in clauses 8 and 9 thereof.

4. It is specifically recorded by respondent No.2 that there have been large scale complaints regarding quality of food, cleanliness while providing food, the food not being in terms of the menu specified and therefore to address such grievances, the said concept of reasonable rates has been introduced and in that context clauses 10 and 11 of the e-tender notice have been framed.

5. We find that clause 8 of the e-tender notice refers to reasonable rates, clause 9 specifically lays down what reasonable rates shall be for different meals and thereupon in clause 10 it is specified that any bid which is L-1, but less than the reasonable rate shall not be accepted and if there are more than one bids, the GeM auto run system will be used to finally reach a decision in respect of acceptance of a particular bid.

6. Having perused the aforesaid e-tender notice in detail, we do not find any substance in the contention raised on behalf of the

petitioner that clauses 10 and 11 can be said to be vague, arbitrary, *mala fide* or bad in law, and therefore, we are not inclined to entertain the present petition. The petition is dismissed.

7. Pending applications, if any, also stand disposed of.

(Y. G. KHOBRAGADE, J.)

(MANISH PITALE, J.)