



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.13232 OF 2025

Shubham Chandgeo Dahiphale
Age: 48 years, Occu.: Business,
R/o. Sujan Niwas, Phule Nagar,
Tq. Ahmedpur, District Latur

.. Petitioner

Versus

1. The State of Maharashtra
Through its Secretary,
Urban Development Department,
Maharashtra State, Mumbai.
2. The Chief Officer,
Municipal Council,
Ahmedpur, Tq. Ahmedpur,
District Latur.
3. The City Engineer,
Municipal Council,
Ahmedpur, Tq. Ahmedpur,
District Latur.

.. Respondents

...

Mr. Anand Indrale Patil h/f Mr. S. B. Madde, Advocate for the petitioner.
Mr. S. S. Joshi, AGP for respondent No.1/State.

...

**CORAM : SMT. VIBHA KANKANWADI &
HITEN S. VENEGAVKAR, JJ.**

DATE : 07 NOVEMBER 2025

ORDER :

. Heard learned Advocate for the petitioner and learned AGP for
respondent No.1 – State.

2. It is contended that the petitioner is a proprietor of firm by name Shubham Chandgeo Dahiphale i.e. registered firm which has taken various Government Projects and has acquired good reputation. A tender notice was issued by respondent No.2 on 25.04.2025 i.e. the E-tender for competition of work explained in the tender notice. The petitioner placed his bid for completion of internal road from Ward No.11 Nutan School to Main Road CC Road and Ward No.5 Tembhurni Road to Fire Quarter for CC Road. In the E-tender, all the documents, which were required, were supplied by the petitioner. The last day of downloading of financial and technical proposal was given as 02.05.2025 till 5.00 o'clock and date of opening of technical bid was scheduled on 04.05.2025 till 11.00 o'clock. The petitioner submitted E-tender application on 02.05.2025 with necessary fees. He issued communication to respondent No.2 regarding submission of the hard copy of the work. Thereafter, the petitioner has issued communication to respondent No.2 on 12.06.2025 stating that there is compliance of the shortcomings. Accordingly, he took out the GO tagging photographs as the concerned Civil Engineer was not available in the office and submitted. Respondent No.2 issued communication dated 17.07.2025 stating that the petitioner has not complied with the shortcomings and called explanation regarding bid capacity within a period of three days. He also received E-mail communication from

respondent No.2 on 18.07.2025 which was then replied by the petitioner on 24.07.2025 along with providing details of bid capacity and machinery details. Explanation was also submitted. The result of the technical bid was declared on 20.08.2025, wherein the petitioner's firm was declared as not qualified. It was informed to the petitioner that petitioner being not eligible, his bid has been cancelled in view of the Government Resolution dated 27.09.2018. There was mismatch in the dates on the certificate of bid capacity. Petitioner had then submitted application dated 20.08.2025 and requested to revoke the bid, as he had submitted all the documents.

3. The learned Advocate for the petitioner has taken us through the documents and submits that, in fact, all the documents were presented by the petitioner, however, after the communication dated 17.07.2025 was received regarding the defect in the bid capacity certificate, he tendered the explanation for which the documents were given, however, while rejecting his bid, the reason has been given that the document of bid capacity as per the Government Resolution is an important document, along with the original tender the bid capacity certificate that was given was different and with the explanation some different documents have been given. In fact, the petitioner ought to have been given a chance to clarify the things. The petitioner had supplied the balance sheet. Earlier

also he had undertaken the Government work and there was no problem in respect of his bid capacity at that time and, therefore, the rejection and the reasons therefore deserves to be reevaluated.

4. Here, first of all, we would like to rely on the observations from **M/s. N. G. Projects Limited vs. M/s. Vinod Kumar Jain and others, [2022 LiveLaw (SC) 302]**, wherein it has been observed thus :-

“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.”

Further, we would like to rely on the decision in **Jagdish Mandal vs. State of Orissa, (2007) 14 SCC 517**, wherein Hon’ble Supreme Court has held that :-

“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality; unreasonableness, bias and *mala fides*. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is *bona fide* and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil Court. Attempts by unsuccessful tenderers with imaginary grievances, wounded

pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. 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 public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.”

5. Thus, taking into consideration the well settled law on this point, we have limited scope. We are required to see whether the petitioner has

demonstrated that the petitioner was eligible, as it had complied with all the tender requirements, otherwise the course is open to the petitioner as aforesaid in **M/s. N. G. Projects Limited (Supra)** and **Jagdish Mandal (Supra)**.

6. The petitioner has been disqualified on the ground that along with the original tender, he has submitted the bid capacity certificate wherein at two places value 'A' is shown differently, however, when it was compared with the site of ICAI, the bid capacity certificate was of the year 2021-2022 and 2022-2023 and the dates on the bid capacity submitted and that is available on the site of ICAI are different. There is no explanation for the same by the petitioner. Opportunity was given to him to explain the same in view of Government Resolution dated 27.09.2018. As a result of the same, a fresh certificate has been supplied which was of the date after the duration of the tender and, therefore, when he was not having appropriate document of the date prior to the tender or during the tender period, the document of subsequent date cannot be accepted, appear to be the stand taken by respondent No.2. Certainly, it is a justifiable stand. A party cannot be asked to produce a document which he has obtained subsequently after the financial bid has been closed.

7. When we have arrived at the conclusion that the disqualification of petitioner was justified, no case is made out for the exercise of constitutional powers by this Court and, therefore, the writ petition stands dismissed.

[HITEN S. VENEGAVKAR]
JUDGE

scm

[SMT. VIBHA KANKANWADI]
JUDGE