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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.12869 OF 2025

Mahanteshwar Vitthal Chinchol,
Age: 50 years, Occu.: Business,
R/o. Alegaon, Tq. Kanbas,
Tal. South Solapur, Dist. Solapur.

... Petitioner.

VERSUS

1. The State of Maharashtra,
Through the Principal Secretary
(State of Excise),
Mantralaya, Mumbai – 4000 032.

2. The Commissioner of State of Excise,
Maharashtra State, Old Custom House,
Mumbai 400 023.

3. The District Collector,
State Excise Department,
Chhatrapati Sambhajinagar,

4. Superintendent of State Excise,
Chhatrapati Sambhajinagar.

... Respondents

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Mr. V.S. Undre, Advocate for Petitioners
Mr. S.B. Narwade, AGP for Respondents - State

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CORAM : SMT. VIBHA KANKANWADI AND
HITEN S. VENEGAVKAR, JJ.

DATE : 13 NOVEMBER, 2025

ORDER : [Per HITEN S. VENEGAVKAR, J.]

1. The petitioner has preferred the present writ petition under
Article 226 of the Constitution of India, challenging the communication

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dated 11.10.2025 issued through an online message by the respondents, thereby rejecting the petitioner's bid for the auction tender of the Mondha Naka Toddy Shop, Chhatrapati Sambhajanagar. The petitioner has also challenged the tender notice dated 08.09.2025 issued by the respondents, to the extent of the Mondha Naka Toddy Shop, Chhatrapati Sambhajanagar, and has sought further directions to initiate a fresh tender process by incorporating the upset minimum price of each toddy shop with 6% increase than previous price.

2. It is the case of the petitioner that the State of Maharashtra has permitted the sale of toddy since 1968 under the Maharashtra Toddy Shops (Grant of Licence by Auction or Tender) Order, 1968, which has been amended from time to time. Section 52 of the Bombay Prohibition Act empowers the officer authorized by the State of Maharashtra to grant licences or permits for import, export, transport, possession, sale, buying and use of any intoxicant, hemp, mhowra flower or molasses, or for tapping toddy-producing trees or for drawing toddy from such trees. The petitioner states that, in accordance with the Government Resolution dated 30.08.2021, the Government instructed the respondents to initiate the auction process for granting licences in Form TD-1 by accepting the renewal fees for a period of five years. Pursuant to the said Government Resolution, the respondents, mainly respondent

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No.3 – the District Collector, issued a tender notice dated 08.09.2025 inviting bids for 12 TD-1 licence shops within Chhatrapati Sambhajanagar District. The petitioner participated in the bidding process for TD-1 Licence Shop Sr. No. 4 / Mondha Naka Toddy Shop, Chhatrapati Sambhajanagar, and deposited an amount of Rs.1,00,000/- by way of a demand draft dated 26.09.2025 which was in the name of the Collector, Chhatrapati Sambhajanagar, in accordance with the tender document. The petitioner suddenly and abruptly received a message served upon him by the respondent on 11.10.2025, informing that the petitioner's bid application had been rejected during the technical evaluation by the duly constituted committee on the ground that "EMD DD is not in the name of the applicant – NSCI." The petitioner, therefore, being aggrieved by the rejection of his bid for the auction tender of Sr. No. 4 / Mondha Naka Toddy Shop, Chhatrapati Sambhajanagar, vide message dated 11.10.2025 communicated to him, has filed the present writ petition.

3. The learned advocate for the petitioner argued that there is no mention in the tender document that the demand draft must be in the name of the applicant himself and cannot be in the name of a third party. He relied upon Clause-8 of the terms and conditions of the tender document which imposes the condition that EMD DD amount of

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Rs.1,000,00/- should be submitted in the name of the District Collector, Sambhajinagar and does not specify that the Demand Draft should be submitted only from the name of the petitioner alone. The advocate for the petitioner argued that rejection of his bid at that stage of technical evaluation only on the grounds that the demand draft was issued in the name of the petitioner's relative is absolutely illegal and unsustainable. The advocate for the petitioner further argued that initially he was selected, but however, subsequently the Collector disqualified him. He further argued that the tender notice does not mention the minimum offset price and this also makes the tender notice bad in law. The advocate for the petitioner thus prayed that the petition be allowed and the respondents be directed to accept the petitioner's bid and declare him as a successful bidder for the allotment of Toddy Shop as per the tender in which he participated.

4. Learned AGP, on the other hand, submitted that the petitioner has in the writ jurisdiction of this High Court after a considerable delay. He argued that petitioner cannot be permitted to modify or challenge the tender document and any conditions therein after fully participating in the tender document and after he has been declared disqualified. The petitioner ought to have raised grievance about the terms and conditions well in advance before submitting his bid. The learned AGP

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further argued that the tender document clearly mentions that participation has to be only by the bidder himself, and hence the demand draft ought to have been given by the petitioner himself and cannot be permitted to be submitted in the name of petitioner's relative. He accordingly prayed that petition be dismissed.

5. we have heard both the parties and have considered the entire tender document along with the terms and conditions which is placed on record by the petitioner along with the memo of petition.

6. On perusal of Clause-8 of the terms and conditions which are mentioned in the tender notice, it is clarified that no third party will be permitted to participate in the tender process. Petitioner submitting demand draft in the name of his relative violates the conditions of the tender, and hence the petitioner's bid at the stage of technical evaluation has been rightly rejected by the authorities. The process of tender is governed by the principles of contract in which the tendering party Has already disclosed to the participating party upon what terms and conditions one has to participate in the said process. Once the participating party has accepted the terms and conditions and participated in the entire tender process then it is not open for participating party to raise any grievance subsequently in respect of any of its term or condition.

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7. In the present case as well, the petitioner, without raising any grievance or objection, participated in and submitted his tender bid. It is only after the petitioner's bid was rejected during the technical evaluation by the respondents, the petitioner approached this Court, challenging the same on various grounds and seeking quashment of the entire tender process. This cannot be permitted.

8. We accordingly reject the present writ petition. No orders as to cost

[HITEN S. VENEGAVKAR]
JUDGE

[SMT. VIBHA KANKANWADI]
JUDGE

S P Rane