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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 18467 OF 2024**

G. S. Commercial Corporation .. Petitioner

Versus

State of Maharashtra & Ors. .. Respondents

Mr. Namitkumar S. Pansare i/by Mr. Drupad S. Patil a/w Sailesh G. Mhaske for petitioner.

Ms. Neha S. Bhide, Government Pleader with Mr. O. A. Chandurkar, Addl. Govt. Pleader and Mrs. G. R. Raghuwanshi, AGP for respondent no.1-State.

Mr. Vishwanath Patil a/w Mr. Kedar Nhavkar for respondent nos.2 and 3.

**CORAM: ALOK ARADHE, CJ. &
SANDEEP V. MARNE, J.**

DATE: 5th AUGUST, 2025

ORAL ORDER [Per Chief Justice]:

1. In this petition, the petitioner, *inter alia*, seeks to quash and set aside the order dated 17th October, 2023 passed by the Public Health Engineer, Solapur Municipal Corporation by which objection preferred by the petitioner to the tender conditions of the tender dated 10th October, 2024 has been rejected. The petitioner also seeks to quash and set aside the tender dated 10th October, 2025.

2. Facts giving rise to filing of the present writ petition, in nutshell, are that on 21st June, 2023 first e-Tender was issued for supplying 900 kg 600 numbers chlorine gas tonner at different water treatment plants at Solapur Municipal Corporation (herein after referred to as "**the Corporation**"). The period of work was one year. The tender document contained stipulation which required the bidder to have a

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storage license issued by the Petroleum Explosives Safety Organization (**PESO**) for manufacturing sale, trade, transport and storage of liquid chlorine gas. However, by issuing corrigendum, the requirement of mandatory condition of PESO License was relaxed. The petitioner, thereupon, submitted an objection on 3rd July, 2023 to the Corporation stating that the relaxation with regard to compliance with special condition of PESO License is violative of Gas Cylinder Rules, 2016. However, the work order was issued on 26th December, 2023 in favour of respondent no.4.

3. Thereafter, again on 10th October, 2024, the Corporation issued e-Tender for supply of liquid chlorine (Toxic). The aforesaid tender did not require a bidder to have a license from PESO for manufacturing sale, trade, transport and storage of liquid chlorine gas. The petitioner, thereupon, submitted an objection on 10th October, 2024 itself. Thereafter, the petitioner, on 15th October, 2024 submitted its technical bid. The technical bids were opened on 28th November, 2024. The financial bids were opened in the month of December, 2024, in which respondent no.4 was found to be the lowest bidder. In this factual background the instant writ petition has been filed.

4. Learned counsel for the petitioner submits that the requirement of having a storage license issued by the PESO is a mandatory. In this connection, our attention has been invited to the decision dated 2nd April, 2024 of Division Bench of this Court in ***G. S. Commercial Corporation vs. State of Maharashtra & Ors., Writ Petition (L) No. 29179 of 2023***. It is submitted that the impugned tender condition be

quashed. Alternatively, it is urged that the Corporation be directed to take into account the aforesaid decision of the Division Bench of this Court while issuing future tenders.

5. On the other hand, learned counsel for the respondents-Corporation has fairly submitted that while issuing the future tenders, the decision of the Division Bench of this Court in **G. S. Commercial Corporation** (Supra) shall be taken into account by the Corporation.

6. We have considered the submission made on both sides and perused the record.

7. Even though the petitioner had filed the present writ petition on 23rd October, 2024, yet the petitioner did not make any attempt to get the writ petition listed. During the pendency of the writ petition, the financial bids were opened in December, 2024, in pursuance of the impugned tender and when eventually in the month of December, 2024 the petitioner found that it is not the lowest bidder, then the writ petition got listed.

8. The contract in question is for a period of one year, out of which nine months have already been passed. Therefore, at this point of time, we are not inclined to interfere with the order and the tender impugned in the instant writ petition. However, it is directed that the Corporation shall bear in mind the law laid down by the Division Bench of this Court in **G. S. Commercial Corporation** (Supra) while issuing the fresh tenders in future.

9. Accordingly, the writ petition is disposed of.

(SANDEEP V. MARNE, J.)

(CHIEF JUSTICE)