

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**JYOTI
PRAKASH
PAWAR**

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**WRIT PETITION NO. 4593 OF 2025
WITH
WRIT PETITION NO. 5751 OF 2025
WITH
WRIT PETITION NO. 5749 OF 2025
WITH
WRIT PETITION NO. 5754 OF 2025
WITH
WRIT PETITION NO. 5753 OF 2025**

Shree Swami Govinda Construction 7 ... Petitioner

V/s.

Pimpri Chinchwad Municipal Corporation and Ors. ... Respondents

Mr. Sumit Kothari for the Petitioner
Mr. Shrikrishna Ganbavale with Mr. Shantanu Patil, Kunal Nalawade and
Nimisha Sharma for Respondent Nos. 1 and 2

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

DATE : 02 JULY 2025

Order (Per Chief Justice) :

1. Rule. Rule is made returnable forthwith. With the consent of the learned Counsel for the parties, heard finally.

2. Since a common issue arises for consideration in these Writ Petitions they were heard analogously and are being decided by this common order. For the facility of reference the facts in Writ Petition No. 4593 of 2025 are being referred to.

3. In this Writ Petition, the Petitioner, inter-alia, seeks a writ of certiorari to quash and set aside the decision of the Pimpri Chinchwad Municipal Corporation (hereinafter referred to as the Corporation) in rejecting the technical bid of the Petitioner. The Petitioner also seeks a writ of mandamus directing the Respondent – Corporation to open the financial bids of the Petitioners.

4. Facts leading to filing of this Petition, in a nut shell, are that the Joint Director of the Corporation issued an E-tender on 14 February 2025 for the work of operation, maintenance and related works of various pump stations with different reserve prices. The subject matter of the Petition is in relation to work nos. 4,5,6,7 and 8 in the aforesaid tender. The last date of submission of the bid was 24 February 2025 whereas the bids were required to be opened on 22 February 2025. Admittedly, Clause 2 of Special Conditions of the Contract prescribed that a bidder must have a workshop within the Municipal limits of the Pimpri Chinchwad. The Petitioner, along with its bid submitted a document to show that its workshop is situated within the Municipal limits of the Pimpri Chinchwad. However, the technical bid of the Petitioner was rejected.

4. In the aforesaid factual background, this Petition has been filed.

5. The learned Counsel for the Petitioner submitted that last date

of submission of tenders was extended and the Petitioner had submitted its bid on 10 March 2025 and 12 March 2025 and had annexed the Leave and License Agreement executed on 22 February 2025 to show that the Petitioner has a workshop within the Municipal limits. However, the technical bids of the Petitioner have wrongly been rejected.

6. On the other hand, the learned Counsel for the Respondents pointed out that the Leave and License Agreement has been executed on a stamp paper which was purchased on 20 February 2025 and the same was notarized on 22 February 2025. The Leave and Licence Agreement shows that the tenancy has commenced with retrospective effect that is from 1 February 2025. Therefore, the Corporation has come to a decision that the aforesaid document is fabricated.

7. We have considered the rival submissions made on both the sides and have perused the record.

8. The Leave and License Agreement has been executed on a stamp paper which was purchased on 20 February 2025. The same has been notarized on 22 February 2025 and the tenancy is shown to have commenced with retrospective effect that is from 1 February 2025. In ordinary course of conduct, the tenancy should have commenced after execution of the document. It is not the case of the Petitioner that the

Petitioner was already in possession of the workshop and subsequently, the Leave and License Agreement has been executed. We refrain ourselves from expressing any conclusive opinion with regard to genuineness of the Leave and License Agreement. However, no fault can be found with the action of the Corporation in not relying upon the Leave and License Agreement as the same is not free from suspicion. The action of rejection of technical bid can be said neither arbitrary nor irrational warranting interference of this Court in exercise of powers of judicial review.

9. For the aforementioned reasons, we do not find any merit in the Writ Petitions. The same fail and are hereby dismissed.

(SANDEEP V. MARNE, J.)

(CHIEF JUSTICE)