



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO. 6493 OF 2025

R. K. Facility

.Vs.

State of Maharashtra and others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions Court's or Judge's orders.
and Registrar's Orders.

Mr Renuka Nalamwar, Advocate for the petitioner
Mr D. V. Chavhan, GP and Sr. Adv. Assisted by Mr N. S. Rao, AGP for respondent
Nos. 1 to 3/State

CORAM : ANIL S. KILOR AND RAJNISH R. VYAS, JJ.
DATED : OCTOBER 17, 2025.

Heard learned counsel for the respective parties.

2. In the present matter, the petitioner, who participated in a tender floated by the respondent No.3 for supplying of manpower and found to be L-1, has approached to this Court with following prayers:

*“A) issue a writ or any other appropriate writ, order or direction and quash and set aside the impugned communication of awarding tender to Respondent No.4 annexed at Annexure - A dt 30.09.2025 ; and
B) issue an appropriate writ, order or direction, interim in nature, staying the effect, implementation and operation of the impugned communication of awarding tender to Respondent No.4 annexed at Annexure - A dt .30.09.2025 and*

C) issue an appropriate writ order or direction and direct the Respondents to grant the Petitioner Company the tender floated by Respondent No. 2 and 3 being the L-1, during the pendency of the petition, and to consider the bid submitted by the Company;

D) Initiate Special Investigation Team or Enquiry against the officer concerned and Scrutinize all Tenders Awarded in Last 3 Years by respondent No.3 office;

E) grant ad-interim relief in terms of prayer clause (B) above;

F) for costs of the Petition and orders thereon; and;

G) grant such other relief as this Hon'ble Court deems fit in the facts of the case, including costs.”

3. Learned counsel for the petitioner Ms Renuka Nalamwar argues that after opening the technical bid, since the petitioner was found eligible the price bid was opened, wherein the petitioner was found as L-1. It is submitted that despite the same, the work was allotted to respondent No.4.

4. It is further submitted that without assigning any reasons to the petitioner, who is L-1 bidder, the work was allotted to respondent No. 4.

5. Learned Government Pleader submits that respondent No.4 is the existing contractor and hence, even after his period was over he was continued and therefore, from 01.09.2025 his work order was issued and there is no illegality committed by the respondents in issuing work order to respondent No. 4 from 01.09.2025.

6. He further submits that it is a settled law that it is not binding on the employer to issue work order in favour of L-1, but the employer has to also look into the other factors and to decide who can perform the work in better way.

7. Mr Chavhan, learned Government Pleader pointed out that the petitioner is L-1 bidder, because in the price quoted by him he quoted price 00.00 for the material and therefore, in the computer system he was declared as L-1.

8. Having considered the rival submissions of the respective parties, we do not find any merit in the petition for the reason that as explained by the learned Government Pleader that respondent No. 4 is the contractor, who was earlier awarded the work of supplying manpower and he was continued during the period when the tender was issued and therefore, the work order was issued with effect from 01.09.2025, though the letter was issued on 30.09.2025 awarding the work order.

9. Since, it is a settled law that only because a bidder is L-1, it is not binding on employer to allot the work to L-1 only, the case of the petitioner that as the petitioner is L-1, awarding the work to the respondent No.4 is illegal cannot be accepted.

10. In that view of the matter, we do not find any merit in the present petition. Accordingly, it is **dismissed**.

[RAJNISH R. VYAS, J]

[ANIL S. KILOR, J.]

Namrata