



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

WRIT PETITION NO. 2982 OF 2025

Rajendra Singh Kiledar Constructions
Pvt Ltd, Having its Registered Office
at tikari Link Road, Chandrashekhar Ward,
Betul, Madhya Pradesh through its
Managing Director, Shri Rajendra Singh Killedar

.....**PETITIONER**

...VERSUS...

1. The State of Maharashtra,
through its Secretary, Department
of Urban Development – II,
Mantralaya,
Fort Mumbai 400 032

2. The District Collector,
Amravati

3. The Director of Municipal
Administration, 7th Floor,
Belapur Bhavan, Sector 11,
C.B.D. Belapur,
Navi Mumbai 400 614

4. Municipal Council
Morshi through its Chief Officer,
Morshi, Tq. Morshi,
Dist. Amravati.

...(Corrected as per order
dtd. 15.09.2025)

5. Sadiq and MRV (JV),
having its office at 3rd Floor,
Golden Palace Building,
Dharampeth, Nagpur 440 010
through its Authorized
Representative Shri Mohanish
Manoj Kothari

...(Added as per order
dtd.15.09.2025)

.....**RESPONDENTS**

Mr. Amol Patil, Advocate for petitioner.
Mr. D.P. Thakare, Addl.GP for respondent Nos. 1 to 3/State.
Mr. M.I. Dhattrak, Advocate for respondent No. 4.
Mr. R.D. Heda, Advocate for respondent No. 5.

CORAM:- ANIL S. KILOR, &
RAJNISH R. VYAS, JJ.

RESERVED ON :18.11.2025
PRONOUNCED ON :20.11.2025

JUDGMENT (PER : Rajnish R. Vyas)

Heard Mr. Amol Patil, learned Counsel for petitioner, Mr. D.P. Thakare, learned Addl.GP for respondent Nos. 1 to 3, Mr. M.I. Dhattrak, learned Counsel for respondent No. 4 and Mr. Bhushan Mehta, learned Counsel for respondent No. 5.

2. In this petition, a prayer is made to set aside decision of respondent No. 4 Chief Officer, Municipal Council, Morshi, dated 10.6.2025, rejecting technical bid of the petitioner. A further declaration has been sought that petitioner be declared as technically qualified for the tender. For ready reference, the reasons given by respondent No. 1 for rejecting technical bid are as under:

“1. paver executed quantity not provided” (page 21)

“2. misleading information is given” (page 21)

A tender was floated by the respondent No. Municipal Council

for “Morshi City Road Development Project under Nagarothan Mahabhiyan –Part 2”. The estimated cost of tender (page 29) according to detailed tender notice, dated 2.5.2025 was Rs. 63,10,53,751/-.

3. Since a limited issue regarding rejection for technical bid is involved, necessary condition at page 32 of the petition is required to be reproduced, which is as under:

A) A average annual financial turnover during the last 5 years, ending 31st March of the previous financial year should be at least 75% of the estimated cost.

B) The applicant should have experience: 1. successfully completed similar works during last five years ending last day of month previous to the one in which applications are invited should be either of following:-

1.1 Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost. Or

1.2 Two similar completed works costing not less than the amount equal to 50(fifty) percent of the estimated cost. Or

1.3 One similar completed work costing not less than the amount equal to 80 (eighty) percent of

the estimated cost.

2. “Similar work” should be as mentioned in following point no. 3 (as per scope of work for tender)

4. It is the case of petitioner that according to aforesaid terms and conditions, more particularly, as per condition No.1.3, one similar completed work costing not less than amount equal to 80% of the estimated cost, would be enough material for considering technical bid. He therefore, states that 80% of estimated cost would be Rs. 50,48,43,001/- (estimated cost is Rs. 63,10,53,751/- and therefore, 80% would be Rs. 50,48,43,001/-). In order to contend that he has satisfied condition No.1.3 regarding completion of the work he has invited our attention to page 263 which is Experience Certificate, issued by Chief Engineer (NDB), MPRDC, Bhopal. Inviting our further attention to column 9, which speaks about value of work done upto IPC-34 (Pre-Final) (BOQ+Variation) is Rs. 104,45,09,156/-. He thus submits that he has completed the work costing not less than amount equal to 80% of the estimated cost.

5. He has further stated that so far as rejection on the ground of “paver executed quantity not provided” is concerned, same is contrary to the record since according to Work Done Certificate (page 271) dated 24.9.2024, issued by Executive Engineer, PWD, PIU Division, Betul, the contractor has completed work of interlock paver block 80 mm=15600 SQM. In order to deal with aforesaid contention, the relevant portion of tender document is reproduced hereinbelow:

Quantity Certificate for following work quantities executed in one year at any last five year.

1. DLC (M10/M15 Grade) – 4150 CUM
2. PQC (M30 grade or higher) – 7500 CUM
3. GSB (Grade I/II) 9200 CUM
4. Dowel Bar – 23600 Nos.
- 5. Paving Block (80 mm/60mm tk) 13700 Sq.m**

Thus, according to him, requirement was regarding certificate for paving block (80 mm/60 mm tk) - 13700 Sqm) executed in one year stands satisfied by certificate dated 24.9.2024. He has also relied upon Work Done Certificate, dated 24.9.2024, issued by Executive Engineer, PWD, PIU Division, Betul, which says that the contractor has completed the work of paver block 80 mm of 28590, page 272).

6. So far as ground 2 for rejection of technical bid on the ground of “misleading information is given”, he contends that same is totally vague which gives unlimited power to respondent authorities to interpret the tender document in their favour so as to unsuit the bidders.

7. Per contra, learned counsel for respondents have opposed the petition and has contended that question is regarding interpretation of terms and conditions of the contract which cannot be decided by this Court while exercising powers of judicial review under Article 226 of the Constitution of India. He further submits that petitioner was rightly considered technically disqualified as he had no experience. Further, learned counsel for respondents has relied upon the Work Done Certificate dated 24.9.2024 (page 271 and 272) and pointed out that it itself would reveal that the work was not completely done. For ready reference, we are reproducing relevant portion of Work Done Certificate, which is at pages 271 and 272, as under:

(Page No. 271) Certified that Construction of Const. Of govt. Excellence Higher Secondary School at Hidil Dist Betul (C.M. RISE SCHOOL) work was awarded to M/s Rajendra Singh Kiledar Constructions Pvt Ltd Tikari Link

Road Chandrashekhar ward Betul (M.P.) vide Ag. No.08/2023-24 dated 4.6.2023 worth Rs. 2698804 Lakhs (with GST). **The contractor has completed the work 92.2 of Pac amounting to Rs. 2482.89 Lakhs (with GST) up to 31.3.2024.**

(Page No. 272) Certified that Const of Govt. Excellance Higher Secondary School at Amla Dist Betul (C.M. Rise School) work was awarded to M/s Rajendra Singh Kiledar Constructions Pvt Ltd Tikari Link Road Chandrashekhar ward Betul (M.P.) - Vide ag. No. 04/2023-24 dated 30.5.2023 worth Rs. 2805.509 Lakhs (with GST). **The contractor has completed the work 95% amounting to Rs. 2665.23 Lakhs (with GST) up to 22.3.2024.**

8. He then invites our attention to page 33 and contends that what was required is crystal clear from tender document itself as according to the tender document, “the agency was required to have experience or successful **completion** and commissioning of the works listed below with any Government/Semi Government, Corporation or equivalent organization”. By comparing the aforesaid condition with the Work Done Certificate, the learned counsel for respondents submits that the work was never completed as the certificate dated 24.9.2024, at page 271, speaks

about completion 92.2% of work and certificate at page 272 speaks about completion of 95% of work. According to him, the said reason was sufficient since Work Done Certificate was not submitted.

9. In rebuttal, counsel for petitioner states that the condition regarding providing paving block 80mm-60mm tk – 13700 SqMtr is satisfied as the certificate at page 271 and 272, more particularly, last column clearly shows that figures are, 15600 and 28590, which is much more than 13700 SqMtr. He therefore, states that it was the sufficient compliance.

10. He further states that had there been any shortfall according to the respondents, the petitioner could have been very well informed about the same and the petitioner could have very well complied with it. He has then invited our attention to Government Resolution dated 17.09.2019 (page 737), issued by Public Works Department, Government of Maharashtra.

11. We have given our thoughtful consideration to the arguments advanced by the respective parties, so also, have perused documents filed on record.

12. Dealing last issue first regarding giving of time to cure the defect and applicability of Government Resolution dated 17.9.2019 is concerned suffice it to say that the Government Resolution issued by one department of government cannot bind other department or the local bodies. In this case, tender is floated by Chief Officer, Municipal Council, Morshi and therefore, Government Resolution issued by Public Works Department cannot be a guiding factor.

13. So far as rejection of technical bid on the ground of “paver executed quantity not provided” is concerned the tender document will have to be read holistically. As mentioned supra what was required was successful completion and commissioning of the works. On the face of certificates produced at page 271 and 272, it would reveal that it was not the work completion certificate but was work done certificate which further shows that in certificate at page 271, completed work was 92.2% and in

certificate at page 272, the work completed was 95%. The contention that the requirement of paving block – 13700 SqMtr stands satisfied as certificate shows laying of paver block in 15600SqMtr and 28590 SqMtr, may seem attractive at first moment but if accepted, would amount to rewriting terms and conditions of contract, since what was required was “experience of successful completion and commissioning of the work”. The wisdom of respondent No. 4 in putting such condition cannot be tested in a writ jurisdiction. In contractual matters, the powers of judicial review are limited to the cases when the action is arbitrary or tainted with malafides. The petitioner could have challenged the said requirement of providing completion certificate before participation in tender process and now after rejection of technical bid, he cannot be allowed to blow hot and cold by saying that certificate was according to the tender conditions.

14. As far as rejection of technical bid of the petitioner on the second ground is concerned, it is the contention of the petitioner, as already noted, that same is totally vague and gives unrestricted power to the respondent to justify rejection of technical bid on any of the grounds. In this regard, it is argued by the respondent that the said ground i.e.

“misleading information is given” is required to be looked from the work done certificates dated 24.9.2024 (page 271 and 272) which are already discussed above. The said two certificates speaks about completion of 92.2 and 95 percent of work. If page 278 i.e. annexure I, submitted by the chartered accountant is perused, it would reveal that it pertains to “information about work in hand, dated 4.3.2025”. The works which are mentioned in work done certificate dated 24.9.2024 (271 and 272), according to the respondents, are intentionally not mentioned in the aforesaid information (page 278). The respondents thus submit that this amounts to giving misleading information. In tender matters, both the parties are required to deal with each other in fair manner. Full disclosure of information gives the parties to take a call whether to enter into a contract or not. It is the case of petitioner that aforesaid certificates are of September 2024 whereas, the information of pending work was submitted on 4.3.2025, after six months of such certificate. It is submitted that in between the said two works, were completed.

15. This argument cannot be accepted for the reason that if the works were completed then why the certificate of completion of work was not submitted, which was the requirement and non submission of same was

the reason for rejection of technical bid of the petitioner.

16. Since, petitioner has given misleading information, as is clear from page 278, the foundation of offer and acceptance is shaken. Thus, we find that even on the said ground, technical bid was rightly rejected.

17. Since, no case is made out for interference and as we cannot direct respondent No. 4 to rewrite terms and conditions of contract, exercising powers under Section 226 of the Constitution of India would not be in the interest of justice, hence, petition is dismissed.

(RAJNISH R. VYAS, J.)

(ANIL S. KILOR, J.)

At this stage, learned counsel for petitioner is praying for continuation of interim relief granted vide order dated 12.6.2025 which is strongly opposed by learned counsel for respondents.

Since, the matter pertains to tender process for construction of cement roads, the request for continuation of interim relief is rejected.

(RAJNISH R. VYAS, J.)

(ANIL S. KILOR, J.)