



W.P.No.34586 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.09.2025

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.34586 of 2025

and

W.M.P.Nos.38757 & 38759 of 2025

Innovatiview India Limited,
Plot No.A-82, BLK-A,Naraina Ind.,
Area Phase-1, Landmark Jumma Park,
Delhi-110 028
Through its Authorised Representative
Mr.Prashant Rathore

..... Petitioner

Vs

1. The Government of Tamil Nadu,
Rep by its Secretary,
Department of Higher Education,
Fort St.George, Chennai-600 009.
2. The Director of Technical Education,
Directorate of Technical Educational,
53, Sardar Patel Road,
Anna University, Guindy,
Chennai-600 025.
3. The Commissioner,
Directorate of Technical Education,
53, Sardar Patel Road,
Anna University, Guindy,
Chennai-600 025.
4. The Chairman,



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Board of Examinations,
Directorate of Technical Education,
Chennai-600 025.

..... Respondents

Prayer : Writ Petition filed under Article 226 of Constitution of India praying for the issuance of a Writ of Certiorari, praying to call for the records relating to the order passed by the respondent No.3, vide order 114918/R4/2023 dated 27.01.2025 and consequential communications issued by the 4th respondent bearing ref No.1/252380/2025 dated 08.03.2025 and I/266393/2025 dated 04.04.2025 and quash the same as arbitrary, unjust, illegal.

For Petitioner : Mr.Sathish Parasran
Senior Counsel
for Mr.Arun Karthik Mohan
For Respondents : Mr.S.Arumugam
Government Advocate

ORDER

This Writ Petition has been filed challenging the order dated 27.01.2025 passed by the third respondent vide order No. 114918//R4/2023 and consequential communications issued by the fourth respondent bearing Ref. No.1/252380/2025 dated 08.03.2025 and I/266393/2025 dated 04.04.2025, thereby banned the petitioner from participating for the future tenders for a period of five years.

2. Heard the learned counsel appearing on either side and perused the materials available on record.

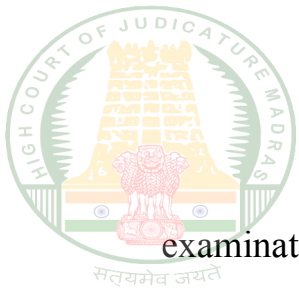
3. The petitioner is engaged in providing advanced AI-enabled



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surveillance and examination security solutions, with the specific objective of ensuring integrity and fairness of critical examinations, elections and other sensitive events. While being so, on 07.07.2023, the second respondent issued a notice inviting open e-tender for the installation of CCTV cameras with audio and video recording facilities and live web streaming, on a rental basis, for monitoring by the State level and Flying Squad level officers at Government Technical Examination Centers. The scope of work included installation, uninstallation, backup submission, transportation, manpower and technical support. The petitioner, along with two other entities, namely I-NET Secure Labs Private Limited and SNR EDATAS Private Limited, participated in the said tender.

4. After scrutiny of eligibility conditions and other requirements, the second respondent found the petitioner to be the sole successful bidder and accordingly, awarded a work order dated 03.08.2023 in favour of the petitioner. The petitioner had also deposited a sum of Rs.1,00,000/- towards Earnest Money Deposit. Pursuant to the award, a formal agreement was executed between the petitioner and the second respondent. As per the work order, the petitioner deployed the required cameras and manpower and ensured the installation and functioning of the surveillance systems across all designated



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examination centers.

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5. After completion of the work, as per the work order, the petitioner raised invoices for a sum of Rs.77,958/- dated 23.08.2023, Rs.7,37,601/- dated 03.10.2023 and Rs.26,42,572/- dated 03.10.2023. After raising the invoices, when the petitioner requested release of the payments, the respondents 2 to 4 informed the petitioner about the deficiencies in the work done by the petitioner. The petitioner also agreed to a joint verification exercise with the Directorate of Technical Education (hereinafter referred to as “DoTE”) and explained the technical difficulties encountered during execution. However, instead of releasing the payments due for the completed work, after a lapse of nearly seven months from the date of completion and submission of invoices, the respondents issued a discrepancy report pointing out alleged deficiencies in the work done by the petitioner.

6. The respondents 2 to 4 imposed a penalty of 10% of the contract amount and after adjusting the same, the balance amount of Rs.30,47,845/- was credited to the petitioner's account on 11.09.2024. In fact, the respondents 2 to 4 also refunded the Earnest Money Deposit of Rs.1,00,000/-, which had been deposited by the petitioner towards security. After having been refunded the



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Earnest Money Deposit and the settlement of the contract amount, after deducting the penalty, the third respondent, by a letter dated 27.01.2025, banned the petitioner from participating in the tenders of the DoTE for a period of five years, citing alleged breach of contract terms.

7. Mr.Sathish Parasran, the learned Senior Counsel appearing for the petitioner submitted that the said order was passed after completion of the entire project and after recovery of contractual penalty, without issuance of any show cause notice to the petitioner, without affording an opportunity of hearing to the petitioner and without any prior warning or communication. It is a clear violation of principles of natural justice. Therefore, the petitioner immediately approached the first respondent by way of representation dated 10.02.2025, seeking for reconsideration and revocation of the ban order on the ground that the it was issued in violation of due process. Thereafter, the fourth respondent, by a communication dated 08.03.2025, informed the petitioner that the ban for five years was confined only to DoTE tenders and that the petitioner was not blacklisted by DoTE and hence could participate in other tenders floated by the Government or any procuring agency. However, the petitioner repeatedly kept sending representation seeking revocation of the ban order. Finally, the fourth respondent, by an order dated 04.04.2025, stated that the five year ban was



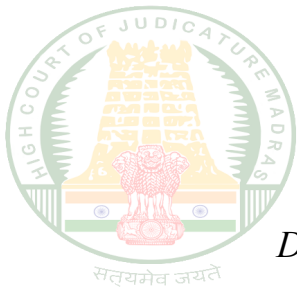
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issued by the Chairman, Board of Examination, DoTE, Chennai, as per the tender norms.

8. On instructions, the learned Government Advocate appearing for the respondents submitted that the petitioner's stand was contradictory in many respects, such as :-

“A. Installation of CCTV Cameras with Audio & Video Recording and Live Web Streaming for monitoring by the State level and Flying Squad level of entire duration of examinations for six days on rental basis for all Examination Centers of Typewriting and Shorthand Examinations (Considering 2 days per examination as per tender notice should match with the specifications)

- 1. 4G SIM/Wi-Fi based IP Camera 3 MP – Completely not complied*
- 2. Dongles – Completely not complied*
- 3. Data Charges – Partially not complied – Used Interest Connectivity in Examination Centres*
- 4. Control Centre Software*
- 5. VMS License*
- 6. Video Analytics Software – Completely not complied*
- 7. Internal Storage – Deficit data stored in Internal Storage*
- 8. Cloud storage – Completely not complied*
- 9. Includes Transportation Installation & Un-installation*
- 10. Backup submission – Partially not complied –*



Deficit data submitted.

11. Technical Support – Mostly not complied – Not technically sound to provide the expected services. No technical expert for the surveillance was found in the examination center on physical inspection by exam officials.

B. The deficit service rendered by the petitioner has been intimated then and there to the multiple resource person through telephonic conversations even though the exam officials on behalf of the respondent (4) insisted to deal through a SPOC-Single Point of Contact.

C. No responsible person was available within this State also during the conduction of examination except a person to operate the live streaming in control center in DoTE, who also was not shown live streaming properly.

D. When all the footage are submitted, a committee has been appointed to verify the footage and inspect some of the suspected examination centers.

E. It was found that many suspected examination centers footage are intermittent and audios are missing in those footage.

F. All the issues are intimated through email to the petitioners office to resolve the issue. But they failed to resolve the issues stating that apologies for technical issues.

G. The petitioner's multiple representatives reached DoTE but did not address out issue.

a. Thiru. Ankit Ghoyal

b. Thiru. Ravi Arora



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c. Thiru. Srinath Reddy

d. Thiru. Vinoth Kumar”

9. Thereafter, after due deliberation, the impugned order was passed. In fact, subsequent to the order, the petitioner participated in other tenders. As per the terms of the agreement, there is a penalty clause for non-fulfillment of contractual conditions. Further, in the event of any lapses in the work entrusted, the service provider may be subjected to penalties, debarment and blacklisting by the DoTE, at its discretion, depending on the veracity of the lapse. Therefore, the petitioner was banned for a period of five years from participating in any tenders issued by the DoTE and was not blacklisted from any other contracts.

10. A perusal of the records reveals that admittedly, the petitioner was not served with any notice and the petitioner was not affording any opportunity of hearing before passing the order. It is contrary of law and it is a clear violation of principles of natural justice. The learned Senior Counsel also relied upon the Judgment of the Hon'ble Supreme Court of India reported in 2025 SCC Online 343, wherein it was held as follows :

*“33. As observed by this Court in Erusian Equipment
& Chemicals Ltd. V. State of W.B., (1975) 1 SCC 70, an order of*



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blacklisting casts a slur on the party being blacklisted and is stigmatic. Given the nature of such an order and the import thereof, it would be unreasonable and arbitrary to visit every contractor who is in breach of his contractual obligations with such consequences. There have to be strong, independent and overwhelming materials to resort to this power given the drastic consequences that an order of blacklisting has on a contractor. The power to blacklist cannot be resorted to when the grounds for the same are only breach or violation of a term or condition of a particular contract and when legal redress is available of both parties. Else, for every breach or violation, though there are legal modes of redress and which compensate the party like the Corporation before us, it would resort to blacklisting and at times by abandoning or scuttling the pending legal proceedings.

34. Plainly, if a contractor is to be visited with the punitive measure of blacklisting on account of an allegation that he has committed a breach of a contract, the nature of his conduct must be so deviant or aberrant so as to warrant such a punitive measure. A mere allegation of breach of contractual obligations without anything more, per se, does not invite any such punitive action.”

11. The above judgment is squarely applicable to the case on hand. Moreover, as rightly pointed out by the learned Senior Counsel, after raising invoices and claiming the amount due, and that too after completion of the



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entire work, the respondents 2 to 4 informed the petitioner with regard to deficiencies in the work done by the petitioner. The petitioner rectified the said deficiencies and the entire payments were subsequently released in favour of the petitioner. After deducting the 10% of the contractual penalty, the petitioner was also refunded the security deposit, i.e., Earnest Money Deposit.

12. Thus, it is clear that the respondents 2 to 4 did not find any material deficiencies while settling the entire invoice amount and also closed the contract. After having been closed the entire contract, that too after seven months from the date of settling the amount, the impugned ban order for a period of five years was issued to the petitioner, that too without any notice or affording an opportunity of hearing to the petitioner.

13. In view of the above, the order dated 27.01.2025 passed by the third respondent cannot be sustained and is liable to be set aside. Accordingly, the order dated 27.01.2025 passed by the third respondent vide order No. 114918/R4/2023 is hereby set aside. The respondents are directed to permit the petitioner to participate in all future tenders issued by the DoTE. However, The respondents 2 to 4 are also at liberty to take any action for violation of the terms of the agreement in accordance with law.



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14. In the result, this Writ Petition stands allowed. Consequently,

connected miscellaneous petitions are closed. No costs.

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Internet: Yes

Index : Yes/No

Speaking/Non Speaking order

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To

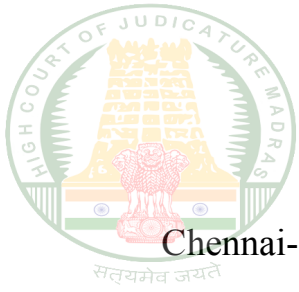
1. The Secretary,
Government of Tamil Nadu,
Department of Higher Education,
Fort St.George, Chennai-600 009.

G.K.ILANTHIRAIYAN. J.

Lpp

2. The Director of Technical Education,
Directorate of Technical Educational,
53, Sardar Patel Road,
Anna University, Guindy,
Chennai-600 025.

3. The Commissioner,
Directorate of Technical Education,
53, Sardar Patel Road,
Anna University, Guindy,



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Chennai-600 025.

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4. The Chairman,
Board of Examinations,
Directorate of Technical Education,
Chennai-600 025.

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