

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.2323 of 2026**

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M/s Mahi Constructions through its Prop Raushan Kumar Male, aged about-37 years, S/o Ashok Kumar R/o at Beldari Tola, Patna City, Sampatchak, Patna, P.S.- By-Pass, District- Patna

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Urban Development and Housing Department, Govt. of Bihar, Patna, New Sachiwalaya, Patna
2. Joint Secretary, Urban Development and Housing Department, Govt. Of Bihar Vikash Bhawan, Patna, New Sachiwalaya Bhawan at Nehru Path Patna
3. Collector cum District Magistrate, Patna of Collectariate Compound, Patna
4. Chief Engineer Urban Development and Housing Deptt. Govt. of Bihar Patna Vikash Bhawan New Sachiwalaya, Path, Patna
5. Executive Engineer, Urban Development and Housing Department, at Vikash Bhawan, New Sachiwalaya Govt. of Bihar, Patna, Nehru Path Patna.
6. Chairman, Nagar Parishad Sampatchak, District- Patna
7. Executive Officer, Nagar Parishad Sampat Chak, District-Patna

... .. Respondent/s

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**Appearance :**

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| For the Petitioner/s | : | Mr. Mukesh Kumar Singh, Advocate  |
| For the State        | : | Md. Harun Quareshi, AC to SC-1    |
| For Resp No.6 & 7    | : | Mr. Krishna Kant Tiwari, Advocate |

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**CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH**  
**and**  
**HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA**  
**ORAL ORDER**

**(Per: HONOURABLE MR. JUSTICE SUDHIR SINGH)**

2      12-02-2026                      Heard learned counsels for the parties.

2. The present writ application has been filed for  
quashing the order dated 17.01.2026 passed by the



Executive Officer, Nagar Parishad, Shampat Chak, whereby the final merit list relating to Tender No. 09/2025- 26, Group- 3(Ward No. 8) and Group- 4(Ward No.11) has been cancelled and a fresh re- tender has been issued on 19.01.2026 for the same work.

3. The brief facts of the case are that the tender dated 24.11.2025 invited bids, inter alia, for construction of R.C.C. drain and P.C.C. road from the house of Jitendra Jee to Badshahi Payeen in Ward No. 8 (estimated cost Rs. 1,30,39,200/-) and from the south of the house of Baleshwar Prasad up to the house of Malti Devi in Ward No. 11 (estimated cost Rs. 92,87,000/-), with a completion period of three months. The petitioner submitted bids for both works and, was placed in the price bid comparison sheet. However, before issuance of any letter of acceptance or work order, the Executive Officer cancelled the tender without assigning any reason and thereafter issued a fresh re-tender notice fixing 03.02.2026 as the last date for submission of bids.

4. Learned counsel for the petitioner submits that once the petitioner was placed in the price bid comparison sheet, the respondents could not have cancelled the process



without assigning reasons. It is submitted that the impugned action is arbitrary, violative of Articles 14 and 19(1)(g) of the Constitution of India and amounts to colourable exercise of power.

5. Per contra, learned counsel appearing on behalf of the respondents submits that no vested right accrues to a bidder merely because he has been placed in the price bid comparison sheet and that the authority is empowered to cancel the tender process prior to final award of contract. It is further submitted that Clause 20 of the NIT expressly reserves such power with the competent authority to cancel the tender without assigning any reason, which reads as follows:

*“20. अधोहस्ताक्षरी / सक्षम प्राधिकार को बिना कोई कारण बताये निविदा के सभी / किन्हीं कार्यों को या किसी कार्य के किन्हीं अंश/अंशों को रद्द करने का अधिकार सुरक्षित रहेगा। इसके लिए किसी भी प्रकार का कोई दावा मान्य नहीं होगा।”*

6. Relying upon the aforesaid clause, learned counsel for the respondent submits that the petitioner has no enforceable legal right to seek award of the contract and, therefore, no interference is warranted in exercise of writ



jurisdiction.

7. The sole question that arises for consideration before this Court is whether, in the facts and circumstances of the present case, the cancellation of the tender and issuance of the re-tender suffers from arbitrariness or illegality so as to warrant interference of this Court.

8. It is not in dispute that no letter of acceptance or work order was issued in favour of the petitioner. It is well settled that a bidder does not acquire any vested or indefeasible right to be awarded the contract merely because he is declared technically qualified. In ***State of Jharkhand & Ors. vs. CWE- SOMA Consortium*** reported in (2016) 14 SCC 172, the Hon'ble Supreme Court has observed as follows:

*“20... Decision of the State issuing tender notice to cancel the tender and invite fresh tenders could not have been interfered with by the High Court unless found to be mala fide or arbitrary...While exercising judicial review in the matter of government contracts, the primary concern of the court is to see whether there is any infirmity in the decision-making process or whether it is vitiated by mala fides, unreasonableness or arbitrariness.*

*21. Observing that while exercising power of judicial review, the Court does not sit as appellate court over the decision of the Government but merely reviews the manner in which the decision was made, in Tata Cellular v. Union of India [Tata Cellular v. Union of India, (1994) 6 SCC 651] ,...*

*22. The Government must have freedom of contract.*



*In Master Marine Services (P) Ltd. v. Metcalfe & Hodgkinson (P) Ltd. , SCC in para 12 this Court held as under: (SCC p. 147)*

*“12. After an exhaustive consideration of a large number of decisions and standard books on administrative law, the Court enunciated the principle that the modern trend points to judicial restraint in administrative action. The court does not sit as a court of appeal but merely reviews the manner in which the decision was made. The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise, which itself may be fallible. The Government must have freedom of contract. In other words, fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principles of reasonableness but also must be free from arbitrariness not affected by bias or actuated by mala fides. It was also pointed out that quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure. (See para 113 of the Report, SCC para 94.)”..”*

9. Further, in ***Silppi Constructions Contractors v. Union of India***, reported in **(2020) 16 SCC 489**, the Hon’ble Supreme Court in paragraph 25 has observed as follows:

*“25...We must remember that we are dealing with purely administrative decisions. These are in the realm of contract. While rejecting the tender the*



*person or authority inviting the tenders is not required to give reasons even if it be a State within the meaning of Article 12 of the Constitution. These decisions are neither judicial nor quasi-judicial. If reasons are to be given at every stage, then the commercial activities of the State would come to a grinding halt. The State must be given sufficient leeway in this regard..”*

10. In the present case, Clause 20 of the NIT expressly empowers the concerned authority to cancel the tender process, in whole or in part, without assigning any reason and further stipulates that no claim shall be maintainable on that account. The petitioner, having participated in the tender process with full knowledge of the said condition, is bound by the same.

11. The scope of judicial review in contractual and tender matters being limited, this Court does not sit as an appellate authority to examine the merits of the administrative decision. The Court is concerned only with the legality of the decision-making process. In the absence of any cogent material to demonstrate mala fides, bias, arbitrariness or violation of statutory provisions, mere allegation of colourable exercise of power is insufficient to invoke writ jurisdiction.

12. In view of the settled legal position and the terms of the NIT, this Court finds no infirmity in the



decision of the authority to cancel the tender process and  
issue a fresh re-tender.

13. Accordingly, the writ application stands  
dismissed.

14. Pending application(s), if any, shall also stand  
disposed of.

**(Sudhir Singh, J)**

**(Rajesh Kumar Verma, J)**

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