

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2081 of 2026

M/s Kunal Housewares, a company incorporated under the Companies Act, 1956, having its registered office at 51/61, Manor Palghar Road, Netali Village, Palghar (E), District-Palghar, Maharashtra-401404 through its Authorized Representative Mr. Amitav Arun, aged about 52 years, S/o Rajnikant Arun, Resident of House No. 337, Road No. 3-I, G.D. Mishra Road, New Patliputra Colony, Patna, Bihar-800013.

... .. Petitioner

Versus

1. The State of Bihar through the Secretary, Social Welfare Department, Annex Building-4, Old Secretariat, Patna-800001.
2. Secretary, Social Welfare Department, office at Annex Building-4, Old Secretariat, Patna-800001.
3. Director, Integrated Child Development Services (ICDS), office at ICDS Directorate (Social Welfare Department), 2nd Floor, Indira Bhawan, Ram Charitra Singh Path, Patna-800001.
4. M/s Worldfa Exports Pvt. Ltd. through its Director, situated at Plot No. 449-450, Near HSIIDC Office Sector-53, Kundali, Sonapat, Haryana-131028 having registered office at Plot No. 20, Road No. 78, Punjabi Bagh, West, New Delhi-110026.
5. Vaidya Industries through its Proprietor, situated at Plot No. A5, Khasara No. 89, Besa-Ghogali Main Road, Beltarodi, Nagpur Maharashtra-440037.

... .. Respondents

Appearance :

For the Petitioner	:	Mr. Abhinav Srivastava, Sr. Advocate and Mr. Aayush Abhishek, Advocate
For the State	:	Mr. P.K. Shahi, Advocate General and Mr. Amish Kumar, A.C. to Advocate General
For the Respondent No.4:		Mr. Praveen Chandra, Advocate and Mr. Madhav Raj, Advocate
For the Respondent No.5:		Mr. Y.V. Giri, Sr. Advocate, Mr. Pronav Kumar, Advocate and Ms. Shrishti Singh, Advocate

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

(Per: HONOURABLE MR. JUSTICE SUDHIR SINGH)

4 25-02-2026 Heard learned senior counsel for the petitioner and

learned counsel for the respondents.



2. The following reliefs have been sought for by the petitioner in the present writ application:

“(i) For appropriate order/orders or direction/directions or writ in the nature of writ of certiorari quashing the technical bid decision dated 05.01.2026, whereby the petitioner has been disqualified without giving clear and specific reasons in absolute violation of principles of natural justice in respect of NIT No. ICDS-01-25-26 issued by the Directorate of Integrated Child Development Services under the Social Welfare Department, Bihar, Patna;

(ii) For appropriate order/orders or direction/directions or writ in the nature of writ of certiorari quashing the financial bid decision dated 09.01.2026 whereby respondents 4 and 5 have been declared successful without giving the petitioner a fair opportunity in absolute violation of principles of natural justice in respect of NIT No. ICDS-01/25-26 issued by the Directorate of Integrated Child Development Services under the Social Welfare Department, Bihar;

(iii) For appropriate order/orders or direction/directions or writ in the nature of writ of mandamus for directions upon the Respondents to hold the petitioner qualified and allow the present petitioner to



participate in the ongoing tender proceedings under NIT No. ICDS-01/25-26 issued by the Directorate of Integrated Child Development Services under the Social Welfare Department, Bihar;

(iv) For appropriate order/orders or direction/directions in the nature of writ of mandamus for issuance of an ad-interim stay on the proceedings in respect of the tender bearing NIT No. ICDS-01/25-26, issued by the Directorate of Integrated Child Development Services under the Social Welfare Department of Bihar, during the pendency of the instant writ application and refrain from issuing work order in favour of the purported successful bidder or create any third-party rights in favour of purported successful bidder;

(v) Pass any other order/orders as deemed fit and appropriate by this Court.”

3. The brief facts of the present case are that the petitioner participated in NIT No. ICDS – 01/25-26 dated 22.08.2025 for supply of utensils. The bids for the said NIT were to be evaluated in three stages: i) Evaluation of Physical Samples; ii) Technical Evaluation and iii) Financial Evaluation. As per Clause 3.18 A (x) of the Tender Document, the bidders had to submit sample of utensils for physical evaluation. The



petitioner submitted the same, however, *vide* e-mail dated 05.01.2026, he was disqualified at the first stage itself on the ground that certain non-conformities were found in the sample submitted by the petitioner. By way of the present writ application, the petitioner challenges his disqualification in the present tender process.

4. Learned counsel for the petitioner submits that the petitioner has been wrongly disqualified at the very first stage, and that the samples which were submitted by the petitioner were as per the requirements of the NIT. Learned counsel for the petitioner further submits that the petitioner got the samples, which were submitted, checked independently and they were as per the requirement of the NIT, and he made a representation to the respondent authorities with a copy of the same, but has received no response from them. Learned counsel further submits that the manner and the process by which the petitioner has been disqualified is replete with multiple instances of violation of the terms of Tender Document, and is in absolute violation of principles of Natural Justice.

5. Learned counsel for the State, submits that in the present tender process, as per Clause 3.18 A (x) of the NIT, the samples of utensils were to be sent to a Central Government



Laboratory for testing and only those bidders whose samples successfully qualified in laboratory test would be eligible for opening of technical bid. The relevant clause is reproduced as under:

“A. General Eligibility Criteria

...

(x) The sample of Utensils shall be sent to a Central Government laboratory for testing. Only those bidders whose samples successfully qualify in the laboratory test shall be eligible for opening of the Technical Bid, while the bids of unsuccessful bidders shall be rejected.”

6. Learned counsel for the State further submits that in compliance with the said provision, the samples were sent to IIT, Patna (Department of Metallurgy & Material Engineering). IIT, Patna submitted its report dated 16.12.2025, based on which impugned action in the present tender process was taken. The said report is marked as ‘Annexure R/1 to 3B’ to the counter affidavit filed on behalf of Respondent No. 1 to 3. Learned counsel further submits that from perusal of the said report it is clear that the quality of samples of utensil submitted by the petitioner was not as per specifications and materials mentioned in the NIT.



7. Per contra, learned counsel for the petitioner submits that although the report categorically states that the petitioner's sample are not as per the requirements of the NIT, but a detailed perusal of the report would show that the samples supplied by the petitioner substantially meet the standards mentioned in NIT. Learned counsel further submits that only due to certain insignificant differences in the sample supplied by the petitioner, the technical bid of the petitioner had not been opened. Those insignificant differences/infirmities could not have brought any material change in the sample supplied by the petitioner.

8. Further, learned counsel for the State, and the private respondents submit that the present tender process has attained finality. In the present tender process, work has already been awarded to the private respondents, and an agreement has also been executed in respect of the same. It is submitted that a portion of work has already been completed, and as such, interference by the court at a belated stage is not warranted.

9. The limited issue for consideration before this court is that whether this Court should exercise its discretionary powers to interfere in the ongoing tender process at this belated stage, specifically in light of the adverse findings provided by



an independent expert body, namely IIT Patna.

10. From perusal of the Clause 3.18 A (x) of NIT, it is evident that the technical bid of a bidder could be opened only if the sample report was favourable. In the present case, the samples were sent to the IIT, Patna for testing. Altogether, 8 participants' sample were sent for testing, out of which, for 5 participants, adverse remark was made in respect to the sample submitted including the petitioner, and only 3 were declared successful.

11. The authorities have acted on the basis of the report submitted by the IIT, Patna. The petitioner was disqualified in the same, and thus, the technical bid of the petitioner was not opened. Consequently, the petitioner was disqualified in the tender process. The power of Judicial Review in matters relating to works-contract are very limited and unless some arbitrariness or illegality is shown on the face of record, the courts cannot interfere in works-contract/tender matters. Thus, we do not think it would be appropriate to interfere in the said report submitted by the expert body, i.e., IIT, Patna.

12. The Hon'ble Supreme Court has time and again reiterated the limited power of Judicial Review available under Article 226 to the High Courts in works-contract matter, and the



courts should be very cautious while interfering in the same. In **Jagdish Mandal v. State of Orissa** reported in (2007) 14 SCC 517, the Hon'ble court held as under:

“22.....Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of



molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold.”

13. In **Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd.** reported in (2016) 16 SCC 818 the Hon’ble Supreme Court held that the employer is best person to understand and appreciate the requirements of a tender. Ordinarily the court should defer to this view unless some perversity is shown in the understanding/appreciation. The courts are expected to exercise restraint in this regards. The relevant paragraphs of the Judgment are reproduced as under:

“12. In Dwarkadas Marfatia and Sons v. Port of Bombay it was held that the constitutional courts are concerned with the decision-making process. Tata Cellular v. Union of India went a step further and held that a decision if challenged (the decision having been arrived at through a valid process), the constitutional courts can interfere if the decision is perverse. However, the constitutional courts are expected to exercise restraint in interfering



with the administrative decision and ought not to substitute its view for that of the administrative authority. This was confirmed in Jagdish Mandal v. State of Orissa as mentioned in Central Coalfields.

...

15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.”

14. Further, while deciding technical issues court should be even more reluctant to interfere, and the discretionary power should be exercised with a great deal of caution. The Hon’ble Supreme Court in **Silppi Constructions Contractors v. Union of India** reported in (2020) 16 SCC 489, held as



under:

“19. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate



upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give “fair play in the joints” to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer.”

15. Considering the materials on record, and in light of the discussions made above, the limited issue framed for consideration is answered in negative. As such, at this belated stage of the impugned tender process, we are not inclined to interfere with the same.

16. Accordingly, the present writ application stands dismissed.

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

(Sudhir Singh, J)

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(Rajesh Kumar Verma, J)

