GAHC010039892026

2026:GAU-AS:14922

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1143/2026

SRI RATNESWAR BORO
SON OF- BHARAT BORO.
RESIDENT OF VILLAGE- PUB-KACHUKATA, P.O.- DHEKIPUTA, P.S. TAMULPUR, DISTRICT- TAMULPUR, BTC, ASSAM, PIN-781367

VERSUS

THE STATE OF ASSAM AND ORS
REPRESENTED BY COMMISSIONER AND SECRETARY TO THE GOVERNMENT OF ASSAM, FOREST AND ENVIRONMENT DEPARTMENT, DISPUR, GUWAHATI-6.

2:THE BODOLAND TERRITORIAL COUNCIL
REPRESENTED BY THE PRINCIPAL SECRETARY
BODOLAND SECRETARIATE COMPLEX
BODOFA NWGWR
KOKRAJHAR-783370.

3:THE SECRETARY
BODOLAND TERRITORIAL COUNCIL
ENVIRONMENT AND FORESTRY DEPARTMENT
BODOLAND SECRETARIATE COMPLEX
BODOFA NWGWR
KOKRAJHAR-783370.

4:THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS AND HEAD OF FOREST FORCE
ASSAM
ARANYA BHAWAN
PANJABARI
GUWAHATI-781037

5:THE ADDITIONAL CHIEF CONSERVATOR OF FORESTS AND COUNCIL HEAD OF DEPARTMENT
FOREST
BTC
KOKRAJHAR
ASSAM
PIN-783370

6:THE DIRECTOR OF GEOLOGY AND MINING
GOVERNMENT OF ASSAM
KAHILIPARA
GUWAHATI-781019.

7:THE DIVISIONAL FOREST OFFICER
BASKA FOREST DIVISION
MUSHALPUR
DISTRICT- BAKSA
BTR
ASSAM
PIN-781372.

8:THE DISTRICT COMMISSIONER
BASKA
DISTRICT-BASKA
ASSAM
PIN-781372

9:SRI LABI RAM RABHA
SON OF - LATE BUDU RAM RABHA.
RESIDENT OF- VILLAGE-CHERANGBARI
P.O. -TAMULPUR
P.S.- TAMULPUR
DISTRICT-TAMULPUR
BTC
ASSAM
PIN-781367

Advocate for the Petitioner : MR. R SARMA, D GOGOI,MS. G DEKA,MR K K KALITA

Advocate for the Respondent : GA, ASSAM, MR SOHAING(R9),AMAN ALI(R9),MR. J KALITA(R9),SC, FOREST,SC, BTC

BEFORE

HON'BLE MR. JUSTICE ARUN DEV CHOUDHURY

ORDER

06.10.2026

1. Heard Mr. R. Sarma, learned counsel for the petitioner, and Ms. B. Bora, learned Standing Counsel, BTC, for the respondent Nos. 2, 3, 5 & 7. Also heard Mr. G. Bokalial, learned State counsel for the respondent Nos. 6 & 8, and Mr. J. Kalita, learned counsel for the respondent No.9.

2. By a Notice Inviting Tender (NIT) dated 24-11-2025, the respondent No. 7 invited bids for the grant of a mining contract for "**Barnadi Earth and Sand Mahal No. 15**" under the Assam Minor Mineral Concession Rules, 2013, for a contract period from 2025 to 2032.

3. In response to the said NIT, the petitioner and four others submitted their bids. After opening the bids, the respondent authorities in the BTC evaluated them and prepared a comparative statement showing the rates offered by the bidders and the documents furnished by them, as prescribed under the terms and conditions of the NIT.

4. The value of the proposed Mining Contract Area is fixed at Rs. 15,18,000/- (annually). The comparative statement dated 17-12-2025 shows that five bids were received. The bids were opened on 17-12-2025 at 03:30 p.m. As recorded hereinabove, the petitioner and the respondent No. 9 quoted the same price for the aforesaid Mining Contract Area.

The comparative statement further discloses that the petitioner did not have the required ITR documents for the last three years, whereas the other bidders

had all the required documents. Accordingly, the mining lease was allotted in favor of the respondent No.9 being the highest valid bidder.

5. Mr. Sarma, learned counsel for the petitioner, though initially raised an issue that as per Rule 32 of the Assam Minor Mineral Concession Rules, 2013, the respondent BTC authorities were obliged to conduct the bidding process through e-auction, which was not followed. However, faced with the argument of Ms. Bora, learned Standing Counsel, BTC, that the BTC authorities took the decision to conduct the bidding process for Mining Contract Areas through an e-auction platform only on 09-12-2025 and that the present bidding process was initiated prior to 09-12-2025, such argument is not pressed.

6. The second contention raised by Mr. Sarma, learned counsel for the petitioner, is that the petitioner had submitted the ITR documents for the three years as per Clause 12(d) of the Sale Notice dated 24-11-2025.

7. Though the BTC authorities did not file any affidavit, this Court, taking note of the conclusion of the Bid Evaluation Committee that the petitioner lacked the required documents of ITR for three years as prescribed under Clause 12(d) of the Sale Notice dated 24-11-2025, directed the BTC authorities to produce the Bid documents to verify as to whether the petitioner annexed the documents of ITR for the three years along with his bid inasmuch as it is the only issue that is to be determined in the present case.

8. Ms. Bora, learned Standing Counsel, BTC, has produced the record before this Court today, which shows that the petitioner submitted ITR for the last three years as prescribed under Clause 12(d) of the Sale Notice dated 24.11.2025 (supra). Ms. Bora, fairly submits that there may be some mistake or oversight on the part of the Bid Evaluation Committee.

9. Per contra, Mr. Kalita, learned counsel for the respondent No. 9, submits that

the petitioner has not annexed any specific document showing that his bid was rejected only on the ground of non-furnishing of ITR for three years, and that there may be further reasons for such rejection.

10. However, this is not the argument of the respondent BTC, nor does the comparative statement prepared by the Bid Scrutiny Committee reflect any further deficiency. The Bid Documents produced by Ms. Bora, learned Standing Counsel, however, negate the non-furnishing of ITR Documents.

11. According to the BTC authorities, the petitioner's bid was canceled for non-fulfillment of Clause 12(d).

12. Mr. Kalita, learned counsel for the respondent No. 9, further submits that, if two equal prices are offered, the respondent authorities shall have the discretion to choose one of such equal bidders. In this context, he relies on the decision of the Hon'ble Apex Court in **Indore Vikas Praadhikaran & Anr. Vs. Shri Humud Jain Samaj Trust Anr.** reported in **2025 AIR(SC) 322** and in **Afcon Infrastructure Limited Vs. Nagpur Metro Rail Corporation Limited and Ors.** reported in (**2016) 16 SCC 818**.

13. Relying on the aforesaid judgments, the learned counsel for the respondent No. 9 argues that the employer is best placed to understand and appreciate the bid documents and has the absolute authority to decide the suitable person to grant the work order; even the highest-quoting bidder may also be declared unfit.

14. I have considered the arguments advanced by the learned counsel for the parties and also perused the record produced by the learned Standing Counsel, BTC.

15. The relevant condition of the NIT requires some consideration. Clause 12 of

the NIT prescribes the documents which are required to accompany the tender papers. Clause 12(d) specifically requires submission of a Financial Soundness Certificate from the concerned Bank and further provides that the ITR for the last three years is also to be submitted.

16. There is, therefore, no dispute that the tender required submission of ITRs for the last three years and that compliance with this requirement was liable to be considered at the stage of technical bid evaluation.

17. The petitioner was declared as non-responsive on the ground that he had not submitted the required ITR for three years.

18. The correctness of this factual premise is significant because the rejection of the petitioner's technical bid is founded entirely on the alleged non-submission of the said documents. The petitioner's original bid document has been produced before this Court today. On examination of the aforesaid documents, this Court finds that the petitioner had in fact submitted the ITR for the requisite three years along with his bid documents.

19. On instruction, Ms. Bora, learned Standing Counsel, BTC fairly submits that this may be an inadvertent lapse on the part of the tendering authority. Thus, the very ground on which the petitioner's bid was treated as non-responsive is not borne out of the record. The matter, therefore, does not involve any question of this Court relaxing or diluting the NIT conditions, nor is this a case where the petitioner seeks permission to furnish documents after the prescribed time for submission of the bid document has expired. The petitioner admittedly fulfilled the requirement under Clause 12(d).

20. In the aforesaid backdrop, the decisions relied on by the learned counsel for the respondent No. 9 shall not be applicable, inasmuch as it is by now well settled that in contractual and tender matters, the Court exercises its limited

power of judicial review and does not ordinarily substitute its own assessment for that of the tendering authority. The authority inviting tenders is ordinarily the best judge of the requirements of the contract and the conditions to be imposed. At the same time, the decision-making process is not immune from judicial review where the decision is arbitrary or is founded upon a factually incorrect premise. The Hon'ble Apex Court has repeatedly emphasized that the Courts are concerned primarily with the fairness of the decision-making process and not with substituting its own commercial judgment.

21. The present case falls within the limited area in which interference under Article 226 of the Constitution of India is justified. The petitioner was not excluded because he failed to satisfy the prescribed eligibility condition. He was excluded because the tendering authority proceeded on the premise, perhaps inadvertently, that a document required under Clause 12(d) had not been submitted, whereas the original tender record produced before this Court establishes that the document had, in fact, been submitted. Therefore, the decision to reject the petitioner's technical bid cannot be sustained. Accordingly, the same is interfered with.

22. Another aspect that cannot be ignored is that the petitioner and respondent No. 9 offered an identical bid value of Rs. 18,97,500/- per annum.

23. Thus, once the petitioner is found to have satisfied the technical requirement on the basis of which the bid was rejected, there is no basis to exclude his bid from further consideration and thereby allowing the bid of the respondent No. 9 to prevail without applying the relevant provisions of the NIT to both the competing bids would be untenable.

24. This Court, however, is not inclined to enter into the question of which of the two bidders should ultimately be awarded the mining contract, or what criteria

should be used to select either of them when they are admittedly placed at the same position.

25. The competent authority must determine the successful bidder in accordance with the NIT and the applicable Rules. The Court cannot substitute itself for the tendering authority in undertaking that exercise. What is required to be corrected under the present writ petition is the exclusion of the petitioner at the technical stage on a ground demonstrably contrary to the record.

26. Accordingly, the decision to settle the mining area in favor of the respondent No.9 is interfered with. However, the respondent authority is at liberty to proceed further in accordance with law.

27. It is needless to say that, while proceeding further, more particularly, in the event of going ahead with the mining lease, the respondent authority shall do so as per the prevailing rules, NIT conditions, and any other non-arbitrary option it may take.

28. In view of the aforesaid, this writ petition stands disposed of. The record produced before this Court today is returned to Ms. Bora, learned Standing Counsel, BTC.

JUDGE

Comparing Assistant