

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

**Before:
The Hon'ble Justice Hiranmay Bhattacharyya**

**WPA 7741 of 2026
Sk. Karim
VS.
State of West Bengal & Ors.**

For the petitioner	: Mr. Sukanta Chakraborty Mr. Soumya Kanti Sinha Ms. Suparna Das Mr. Anindya Halder	 advocates
For the State	: Mr. Jahar Lal De, Ld. AGP Mr. Sudipto Panda	 advocates

Reserved on : 07.04.2026

Judgment on : 09.04.2026

Hiranmay Bhattacharyya, J.:-

1. Petitioner has prayed for setting aside the Memo issued by the 5th respondent dated 03.02.2026 by virtue of which the auction initiated vide the Request for Proposal being **RFP no. WBIW/SE/WC-II/RFP-26(e)/2025-26** was cancelled. Petitioner prayed for a direction upon the respondent authorities to issue Letter of Intent (LOI) and the work order in favour of the petitioner in respect of **RFP-26(e)/2025-26**. The petitioner also prayed for a writ of prohibition prohibiting the respondent authorities from floating/proceeding with any further auction in respect of dredging/desilting/removal of river bed materials Gobardhan Khal from Keshur Gerya to Simana/Balluri for a length of 14.40 Kms.

2. A Request for proposal (for short “RPF”) being **RPF No. WBIW/SE/WC-II/RFP 26(e)/2025-26** was issued on 03.12.2025 by the Superintendent Engineer Western Circle II Irrigation and Waterways Directorate, Paschim Medinipur i.e., the 5th respondent for Dredging/Desilting/Removal of river bed materials from Gobardhan Khal from Keshur Gerya to Simana/Balluri for a length of 14.40 Kms. under “No Cost to State Exchequer” basis. Petitioner submitted its bid. In the Auction Evaluation Summary Sheet, petitioner was declared as the H1 bidder. The 5th respondent issued a Letter of Acceptance (LOA) dated 14.01.2026 in favour of the petitioner. The said Letter of Acceptance states that sharing of 1,32,00,221 Cft. Earth as quoted by the petitioner for desiltation work has been accepted by the respondent authority and the petitioner has been asked to execute the dredging/desiltation work for the river as per the scope in the RFP and for completion of the entire work, 365 days’ time will be allowed to the petitioner. Petitioner was requested to contact with the 5th respondent and execute an agreement as stipulated in RFP by submitting a performance security for a sum of Rs. 33,01,103.00 (Rupees thirty three lakh one thousand one hundred three only) in the form of bank guarantee pledged in favour of the Executive Engineer, West Midnapore Division within the time limit indicated in the said letter. In terms of the directions contained in the LOA dated 14.01.2026, petitioner furnished the Performance Security before the concerned authority on 16.01.2026. The 5th respondent issued a cancellation order dated 03.02.2026 thereby cancelling the auction due to “administrative reason”.
3. Challenging the decision of cancellation of e-auction, petitioner approached this Court.
4. Mr. Chakraborty learned advocate for the petitioner contended that the petitioner has been declared as the H1 bidder and the respondent authorities issued the Letter of Acceptance (LOA) in favour of the petitioner. Thereafter, petitioner complied with the formalities as indicated in the Letter of Acceptance (LOA). Thereafter, the 5th respondent issued the order cancelling the auction. He contended that no reasons have been assigned by

the respondent authorities and no opportunity of hearing has also been afforded to the petitioner before cancelling the auction.

5. Mr. De, the learned Additional Government Pleader submitted that an inadvertent calculation mistake was discovered in the RFP documents pertaining to **RFP-26(e)/2025-26** for which the auction had to be cancelled on “administrative ground”. He further contended that after detection of the mistake, a Request for Proposal being RFP No. 46(e)/ 2025-26 has been issued. He submitted that it would be evident from the aforesaid RFP that there was a calculation mistake as to the length of the area from which river bed materials were to be dredged. In support of such contention he placed reliance upon the Request for Proposal being no. 46(e)/2025-26.
6. Mr. Chakraborty placed reliance upon the decision of the Hon’ble Supreme Court in the case of **Mohinder Singh Gill and Another vs. The Chief Election Commissioner, New Delhi and ors.** reported at **(1978) 1 SCC 405**, in support of his contention that the validity of an order passed by a statutory authority has to be judged by the reasons mentioned in the said order and cannot be supplemented by fresh reasons in the shape of affidavit or otherwise. He, thus, submitted that since the original order cancelling the e-auction did not cite any reason, the order of cancellation of the auction is liable to be set aside on the ground alone.
7. Heard the learned advocates for the parties and perused the materials placed.
8. The 5th respondent issued RFP no. 26(e)/2025-26 (for short “the said RFP”) for selection of contractor for the work “Dredging/Desilting/Removal of river bed materials” from Gobardhan Khal from Keshur Gerya to Simana/Balluri for a length of 14.40 Kms. The said RFP contains a Schedule Sheet mentioning the last date and time for online submission of Techno Commercial Bid and for offline submission of Techno Commercial Bid documents (physical copy) as well as date for conduct of electronic action. The total estimated volume of river bed materials to be

Dredged/Desilted/Removed is 1,32,04,412.69 Cft. and the floor volume for bidder was 5% thereof i.e., 6,60,220.63 Cft.

9. Record reveals that the Auction Evaluation Summary Sheet was uploaded on 02.01.2026 by the 5th respondent and the petitioner was declared as the H1 bidder. From the said Auction Evaluation Summary Sheet it appears that the petitioner quoted the share of volume as 1,32,00,221 Cft.
10. Clause 7.3 of the RFP deals with the e-auction and declaration of preferred bidder sub-clause 7.3.2 states that the bidder quoting the highest share of volume (in CUM/CFT) of Dredged/Desilted/Silt/Soil/Earth shall be declared as H1. The Bid Evaluation Sheet containing quoted bids of the bidders of e-auction will be uploaded and duly Test checked by the DAO, West Medinipur Division before uploading the same in the portal by Superintending Engineer, WC-II. The Superintending Engineer, WC-II will recommend the H1 bidder to the concerned Executive Engineer/Superintending Engineer/Chief Engineer as the case may be for acceptance.
11. Sub-clause 7.3.3 states that Letter of Intent (LOI)/Letter of Acceptance (LOA) will be issued to H1 bidder upon recommendation of Tender Evaluation Committee of Superintending Engineer, WC-II by concerned Executive Engineer/Superintending Engineer or the Chief Engineer as the case may be.
12. In the case on hand, the petitioner has been declared as the H1 bidder as would be evident from the auction evaluation summary sheet dated 02.01.2026.
13. After the petitioner was declared as the successful bidder, the 5th respondent issued the Letter of Acceptance (LOA) dated 14.01.2026 in favour of the petitioner intimating the petitioner that the sharing of 1,32,00,221.00 Cft. Earth quoted by the petitioner in the online e-auction portal stands highest and the same has been accepted by the 5th respondent. By issuing the Letter of Acceptance the petitioner was intimated

that he has to execute the Dredging/Desilting work in the river as per the scope of RFP for completion of the entire work 365 day's time will be allowed to the petitioner. The petitioner was requested to contact the Executive Engineer, West Midnapore Division and to execute an agreement as stipulated in the RFP by submitting a performance security within the time limit indicated in the LOA. Pursuant to the said LOA petitioner duly submitted the performance security on 16.01.2026.

14. Mr. Chakraborty would vehemently contend that since the petitioner has complied with the directions contained in the LOA, direction should be passed upon the respondent authorities to enter into an agreement and to allow the petitioner to execute the work as per the scope of the RFP after setting aside the order cancelling the auction.
15. Record reveals that the 5th respondent issued the cancellation order dated 3rd February 2026 citing "administrative reasons" as the ground for cancelation of the auction. The nature of the "administrative reasons" has not been specifically stated in the cancellation order dated 03.02.2026.
16. It is not in dispute that the 5th respondent issued a request for proposal being no. 46(e)/2025-26 on 02.03.2026 for selection of contractor for the work Dredging/Desilting/Removal of river bed materials from Gobardhan Khal from Keshur Gerya to Simana/Balluri for a length of 13.80 Kms. It appears to this Court that the 5th respondent after cancellation of the auction initiated vide RFP no. 26(e)/2025-26 have issued the subsequent RFP being no. 46(e)/2025-26 by only reducing the length of the area from where the work of desiltation is to be carried out and the total estimated volume of river bed materials to be dredged to some extent. The scope of work as per the two RFPs are almost identical and the scope of work under the subsequent RFP is less than the earlier RFP.
17. Whether the principles of Judicial Review would apply to the exercise of contractual powers by government bodies fell for consideration before the Hon'ble Supreme Court in **Tata Cellular vs. Union of India** reported at **(1994) 6 SCC 651**. The Hon'ble Supreme Court held that the right to refuse

the lowest bid or any other tender is always available to the Government but the principles laid down in Article 14 of the Constitution have to be kept in mind while accepting or refusing a tender. The Hon'ble Supreme Court clarified that there can be no question of infringement of Article 14 if the Government tries to get the best person or the best quotation. It was held that the right to choose cannot be considered to be an arbitrary power. The Hon'ble Supreme Court further held that the grounds upon which an administrative action is subject to control by judicial review is illegality, Irrationality namely Wednesbury unreasonableness and Procedural impropriety.

18. The Hon'ble Supreme Court in **Subodh Kumar Singh Rathour vs. Chief Executive Officer and others** reported at **(2024) 15 SCC 461** reiterated the proposition of law laid down in **M.P.Power Management Co. Ltd. vs. Sky Power Southeast Solar India (P) Ltd.** reported at **(2023) 2 SCC 703** that an action under a writ will lie even at a stage prior to award of a contract by the State wherever such award of contract is imbued with procedural impropriety, arbitrariness, favouritism or without application of mind.
19. In the case on hand, the dispute between the parties arose at a stage prior to the award of contract. In view of the aforesaid discussion, this Court is of the considered view that the action of the respondent authority can be scrutinized by exercising the power of Judicial Review.
20. At this stage it would be relevant to take note that the auction process vide **RFP no. 26(e)/2025-26** was initiated by the 5th respondent on 24.10.2025 and the petitioner was declared as the H1 bidder on 02.01.2026 and the LOA was issued on 14.01.2026. Petitioner also complied with the formalities as required under the LOA. The said auction process was cancelled due to administrative reasons as, according to the respondent authorities there was a mistake in the calculation of the estimated volume of river bed materials to be dredged.
21. When the authorities have initiated an auction process it is for the authorities to verify and calculate the length of the river from which the river

bed materials are to be dredged as well as the total estimated value of river bed materials to be dredged therefrom prior to initiation of auction process. No material has been produced before this Court to show that the revision of calculation of the estimated quantity of river bed materials to be dredged was uploaded in the official website prior to the uploading of the Auction Evaluation Summary Sheet. That apart after taking note of the nature of the work involved in **RFP no. 26(e)/2025-26** and **RFP No. 46(e)/2025-26** this Court is of the considered view that the authorities are still proceeding to carry out the work through contractors and for such purpose a separate RFP was issued. The subsequent RFP is in effect continuation of the earlier auction process, however, with some minor modification as to the length of the proposed area of work and the volume of materials to be dredged therefrom.

22. There is no quarrel to the proposition of law laid down by the Hon'ble Supreme Court in **Mohinder Singh Gill** (supra) that when a statutory functionary makes an order based on certain grounds, its validity must be judged by the reasons so mentioned and cannot be supplemented by fresh reasons in the shape of affidavit or otherwise.
23. This Court has to test whether the reasons for cancellation as stated in the cancellation order can be sustained in the eye of law.
24. The order of cancellation of Tender only cites "administrative reasons" as the ground for cancellation. No specific reasons have been assigned for such cancellation. Therefore, the order of cancellation is a nonspeaking one. The subsequent RFP has also been issued wherein the nature of the work as well as the location is almost identical with some minor modification as observed herein before. Thus, the action of the respondent authority suffers from the vice of arbitrariness. Since no acceptable reasons have been recorded in the cancellation order, this Court is inclined to interfere with such order.
25. Accordingly the cancellation order dated 03.02.2026 stands set aside. Consequently, all steps taken thereafter including issuance of subsequent RFP for the area of work involved in the RFP No. 46(e)/2025-26 is also set

aside. The respondent authorities are directed to take further steps in accordance with law. Writ petition stands allowed.

26. There shall be, however, no order as to costs.

27. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(HIRANMAY BHATTACHARYYA, J.)