

S/L 105
08.05.2026
Court. No. 25
suwayan

WPA 9894 of 2026

M/s. Orbit Animate Private Limited & Anr.

Vs.

The State of West Bengal & Ors.

Mr. Rajarshi Dutta
Mr. Soumyadeb Sinha
Mr. Sarbesh Chowdhury
Ms. Suranjana Chatterjee

...for the petitioners.

Mr. Probal Kr. Mukherjee, Sr. Adv.
Mr. Suhrid Sur
Mr. Swarnava Roy

...for the respondent nos. 2 to 12.

Mr. Abhirup Chakraborty

...for the respondent no. 13.

1. The petitioners have filed the present writ application praying for a direction upon the respondents/authorities to cancel, revoke, rescind and/or set aside the bid submitted by the respondent nos. 13 and 14 being authorized agents in India of the respondent no. 15 in connection with tender no. MSP/Tender/001 dated February 23, 2026.
2. The University of Burdwan has issued a tender notice for installation of Megnad Saha Planetarium, Golap Bag, Burdwan. The petitioners have participated in the said tender. After participating in the said tender, the petitioners came to know that the respondent nos. 13 and 14 have also participated in the said tender being the authorized agent of the respondent no. 15. The contention of the petitioners is that as per the document, the respondent no. 13 is only the authorized agent of the respondent no. 15 in India. But the respondent no. 14

has also participated in the said tender being the authorized agent of the respondent no. 15.

3. Mr. Dutta, learned advocate appearing for the petitioners submits that one Mr. Kamal Singh Sethia is the Director of both the companies and as such there is connivance between the respondent nos. 13 and 14. The petitioners have relied upon Clauses 4.2 and 4.4 of the tender document and submits that as per the Clause 4.2 of the tender document the bidder must have experienced of implementing 2D Full Dome immersive projections system and the bidder must be an original manufacturer of the digital/hybrid Full Dome system software or an authorized agent/partner of OEM (Original Equipment Manufacturer) of hybrid full dome system software. By referring Clause 4.4 of the tender document the petitioners submit that if the OEM is outside India, then must have *an authorized agent* in India. The contention of the petitioners is that in terms of Clause 4.4 of the tender document the OEM should *only one authorized agent* but in the present case, the respondent nos. 13 and 14 both are authorized agents in India. Thus the participation of the respondent nos. 13 and 14 is in violation of Clause 4.4 of the tender document.
4. The petitioners have also pointed out the format of the authorization which is Annexure-8 of the tender document appearing in page no. 99 in the present writ application. Learned counsel for the petitioners submits that in the said proforma of authorization it is mentioned that 'our authorized agent but the respondent no. 15 has

issued authorization to the respondent no. 13 as well as the respondent no. 14.

5. Learned counsel for the petitioners further submits that as per the balance sheet of the respondent no. 13, it reflects that Kamal Sethia is the shareholder of the respondent no. 13 having one per cent share in the said company and as such this document is also proved that the respondent nos. 13 and 14 are in connivance. The petitioners have relied upon the judgment in the case of ***Excel Crop Care Limited vs. Competition Commission of India & Anr.*** reported in **(2017) 8 SCC 47** and submits that the Hon'ble Supreme Court has held that the collusive tendering takes many forms. Simplest form is to agree to quote identical prices with the hope that all will receive their fair share of orders. By referring the said judgment, learned counsel for the petitioners submits that the respondent nos. 13 and 14 have participated in the said tender so that the third party cannot get benefit of the said tender.
6. Learned counsel appearing for the respondent nos. 2 to 12 submits that Clause 4.4 provides that if the OEM is outside of India then he must have an authorized agent that does not mean the OEM should have only one authorized agent in India. There is every possibility that the OEM may several agents in India. Learned counsel for the respondent nos. 2 to 12 further submits that altogether three firms have participated in the said tender that is the petitioners, respondent nos. 13 and 14. On opening of the technical bid it is found that all the

three firms have qualified of the technical bid and accordingly, the financial bid was open and it was found that the respondent no. 13 is the lowest bidder and the petitioner no. 2 is the L3. Accordingly, the respondents have accepted the bid documents of the respondent no. 13.

7. Learned counsel for the respondent nos. 2 to 12 further submits that only because of two of the firms are the agent of the one manufacturer who have participated in the tender cannot be said to be in a collusion. As per the tender document the firms who are participating in the said tender has to submit the document and as per the document the respondents/authorities have satisfied that both the firms were having the authorization from the respondent no. 15 and accordingly the tender document of the respondent no. 13 was accepted as he was L1 bidder.
8. Learned counsel appearing for the respondent no. 13 submits that the petitioners had the knowledge that the respondent no. 13 is the authorized agent of the respondent no. 15. In another tender issued by the Nehru Science Centre, the respondent no. 13 has participated in the said tender being the authorized agent of Christie Digital Systems (India) Private Limited. Now the petitioners cannot say that the respondent nos. 13 and 14 are having the collusion with each other.
9. The respondent no. 13 submits that the respondent no. 13 was the Director till June 13, 2007 and was

shareholder till May 16, 2022 and thereafter there is no relationship between the respondent no. 14.

10. Heard the learned counsel for the respective parties perused the materials on record.
11. To prove that the respondent nos. 13 and 14 are in collusion and the tender documents submitted by the respondent nos. 13 and 14 are in violation of Clause 4.4, the petitioners have relied upon the document obtained from the website of Ministry of Corporate Affairs wherein one Mr. Kamal Singh Sethia was the Director of respondent no. 14 from June 2, 1987 to December 14, 2016 and the said Kamal Singh Sethia was the Director of the respondent no. 13 from November 2, 2005 to June 12, 2007.
12. The petitioners have also relied upon the balance sheet of 2024-2025 of respondent no. 13 wherein it is found that Kamal Singh Sethia is having ten numbers of shares that is one per cent in the respondent no. 13.
13. Considering the above, this Court finds that Kamal Singh Sethia was the Director of respondent no. 14 only till the year 2016 and was the Director of the respondent no. 13 till June 12, 2007 so there is no document to say that still the Kamal Singh Sethia was the Director of both the companies as on date of publication of the tender document. The balance sheet which the petitioners have relied upon that also does not say that on 2026 the Kamal Singh Sethia was having share in the said company. It is the specific case of the respondent no. 13 that the shareholding was only till 2022 and thereafter

Kamal Singh Sethia is not having any share in M/s. Deep Sky Planetariums Pvt. Ltd.

14. Considering the above, this Court finds that the petitioners have participated in the said tender along with the respondent nos. 13 and 14. Only the contention that the respondent nos. 13 and 14 were having the collusion but the documents which the petitioners had relied upon, the said documents cannot prove that there is any collusion between the respondent nos. 13 and 14. As regards the contention that in terms of Clause 4.4 the OEM is outside India then he must have only one authorized agent that also cannot be said to be correct. No one can restrict the OEM to have only one authorized agent. It is the company to decide how many agents can be appointed.
15. In the present case, the respondent no. 15 has appointed the respondent nos. 13 and 14 as its agents and has given authorization to both of them to participate in the tender issued by the respondent authorities. This Court did not find any collusion between the respondent nos. 13 and 14.
16. Considering the above, this Court did not find any justification to interfere with the tender process initiated by the respondent nos. 2 to 12 wherein it is also finds that the respondent no. 13 is the L1 and the petitioner no. 2 is the L3.
17. WPA 9894 of 2026 is disposed of.

18. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)