IN THE HIGH COURT OF JHARKHAND AT RANCHI

W.P. (C) No. 7007 of 2026

M/s Bittu Travels, through its Proprietor, Sri Sanjay Kumar, S/o Late Murlidhar Singh, R/o Anand Gram, Lane No. 5, Morabadi, Ranchi ….. Petitioner

Versus

1. Central Coalfields Limited (CCL), Darbhanga House, Ranchi, through its Chairman-cum-Managing Director
2. The General Manager (Electrical & Mechanical), Central Coalfields Limited, Ranchi
3. The Senior Manager (Electrical & Mechanical), Central Coalfields Limited, Ranchi ….. Respondents

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CORAM

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner: Mr. Anil Kumar Singh, Advocate

For the Respondents: Mr. Amit Kumar Das, Sr. Advocate

Ms. Swati Shalini, Advocate

02/08.09.2026

1. Heard Mr. Anil Kumar Singh, learned counsel for the petitioner and Mr. Amit Kumar Das, learned Sr. Advocate, who appears along with Ms. Swati Shalini, Advocate, for the respondents.

2. The petitioner, while instituting the present writ petition, seeks the following substantive reliefs:

> "(A). Issue an appropriate writ, order or direction in the nature of *certiorari*, quashing and setting aside GeM Bid No. GEM/2026/B/7808856 dated 20.07.2026 and the connected Tender Notice issued vide Letter No. Vehicle/26/2814(H) dated 20.07.2026 by the General Manager (Electrical & Mechanical), CCL Headquarters, Ranchi, for hiring 24 Maruti Suzuki Dzire or equivalent sedan vehicles on a regular 12-hour basis for a period of three years **(Annexure-1 Series),** insofar as their impugned terms are arbitrary, unreasonable and inconsistent with mandatory labour-law requirements.
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> (B) Issue an appropriate writ, order or direction in the nature of *mandamus*, directing the respondents to recalculate, on a lawful and rational basis, the Estimated Bid Value for the deployment of 55 vehicles over 36 months. The revised estimate should include:

(i) the applicable Category-A minimum wages of ₹712 and 821 per day under the Government of Jharkhand notification effective from 01.04.2026;
(ii) statutory overtime at twice the normal rate;
(iii) bonus at 8.33%;
(iv) provident-fund and employees' state-insurance contributions; and
(v) the cost of deploying two drivers per vehicle, where required to ensure compliance with statutory working-hour and weekly-rest obligations.

(C) Direct the respondents to reconsider and amend the impugned fuel-efficiency criteria to reflect actual operating conditions in colliery and mining areas, including practical benchmarks of 10 km/litre for Sedans and 8 km/litre for SUVs, and to convene a mandatory pre-bid meeting before proceeding further with the tender."

3. At the very outset, from the reading of the prayer clauses, it is apparent that the petitioner desires the respondents to rewrite the terms of the tender or to amend the terms of the tender. Normally, it would not be within the domain of this Court, when exercising its power of judicial review, to issue these kinds of directions or to grant such kind of relief.

4. However, Mr Anil Kumar Singh submits that the terms of the tender, which the petitioner has now impugned, are ex facie arbitrary and, accordingly, this Court, in exercise of its power of judicial review, is not only empowered but obliged to quash and set aside the same.

5. Mr Anil Kumar Singh has referred to the several decisions cited in paragraph Nos. 35 to 45 of the memo of the writ petition to submit that manifestly arbitrary terms or terms, which have been introduced for malafide reasons, can always be interfered with.

6. Mr Anil Kumar Singh submits that if the impugned terms are to be complied with, then the bidders would contravene various labour legislations dealing with minimum wages and maximum hours of work. He submits that allowing such terms to continue would amount to exploitation and forced labour, which is prohibited by Article 23 of the Constitution.

7. Based on the above contentions, Mr Anil Kumar Singh submits that the impugned tender conditions should be quashed and set aside and directions should be issued to the respondents to amend the tender terms as suggested in the prayer clauses of the writ petition quoted above.

8. Mr Amit Kumar Das, learned Sr. counsel for the respondents, submits that the scope of judicial review, especially when a challenge is made to the terms and conditions of the tender, is minimal, as held in numerous decisions referred to in the petition itself. It is submitted that nothing in the terms is arbitrary or irrational, and there is no question of violation of any labour or other legislation. He submits that the writ petition is entirely misconceived and should be dismissed.

9. We have considered the rival contentions and perused the materials on record. We are satisfied that no case is made out for grant of any relief in this writ petition even after considering the various decisions referred to in paragraph Nos. 35 to 45 of this writ petition.

10. By now, it is well settled that the government or its undertakings must have a free hand in setting the tender terms and the

Courts shall not interfere merely because a different term appears fairer, wiser or more logical.

11. The Hon'ble Supreme Court has further held that the author of a tender is ordinarily the best person to understand and interpret its requirements and the Constitutional Court should defer, unless the interpretation or application is malafide or perverse. The Hon'ble Supreme Court has also held and reiterated that the Courts must exercise restraint in contractual matters and allow free play in the joints to the government and public sector undertakings, unless the terms of the tender are manifestly arbitrary, irrational and unreasonable, actuated by malafides to favour some party.

12. Applying the above principles in this matter, we are afraid, we detect no arbitrariness, much less any manifest arbitrariness in the terms of the tender, which has now been impugned in this writ petition. The petitioner, as noted earlier, virtually seeks a writ directing the respondents to revise some estimates, amend the fuel-efficiency criteria and, in short, amend or rewrite the terms of the tender simply because, in the petitioner's opinion, such conditions are arbitrary.

13. The petitioner has also provided complex calculations in an attempt to demonstrate that observing the terms and conditions of such a tender would violate labour legislation on minimum wages or working hours. Based on these calculations, we cannot accept the petitioner's contention that the tender conditions breach any labour laws as alleged.

14. At this stage, given the minimal scope of judicial review, this Court cannot be expected to enter into such areas and conclude that in the operation of the terms and conditions of the tender, there might arise some violation of the labour legislation or lead to any exploitation of labour. As it is, it is not as if this writ petition has been instituted on behalf of any workers or labourers alleging any violation of labour laws or exploitation. This writ petition has been instituted by the petitioner only to further his commercial interest. Though there is nothing wrong in the petitioner trying to further its commercial interest, such commercial interest cannot be sought to be furthered by referring to the interests of the workers or complaining of the exploitation of the labourers.

15. If the terms and conditions of the tender are unacceptable to the petitioner, or for any reason, then it is not as if the petitioner is forced to take part in the tender process. Since no case is made out of any arbitrariness and violation of the Constitutional provisions, there is no scope to interfere with the tender conditions on the grounds raised by the petitioner in this writ petition.

16. For the above reasons, we see no merit in this writ petition and consequently dismiss it without any order for costs.

(M. S. SONAK, C.J.)

(RAJESH SHANKAR, J.)

08.09.2026
Satish/Vikas/