IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.36035 of 2026

CNR No.ODHC010848032026

Naresh Sharma .... ***Petitioner***

Mr. Anjan Kumar Biswal, Advocate

-Versus-

State of Odisha & Ors. .... ***Opp. Parties***

Ms. Biswabara Dash, ASC

CORAM:
HON'BLE THE CHIEF JUSTICE
AND
HON'BLE MR. JUSTICE CHITTARANJAN DASH

ORDER

Order No. **04.11.2026**

01. 1. Heard learned counsel for both the Parties.

2. Intending tenderer have filed the instant Writ Petition assailing the decision of the Authority in floating the fresh tender for inviting the bid for Handling Contractor (Labour Works) for handling of food grains (Rice, Wheat etc.) at the RRC-cum-DSCs of Balangir District for the biennial 2025-27.

3. Earlier tender was floated. The rates were quoted. The Petitioner was called upon to negotiate the price. The record would reveal and is also not disputed by the Petitioner that he quoted 44.04% above the estimated price which according to the Authorities, appears to be abnormally high. The first negotiation reveals that the

Petitioner agreed to reduce such percentage to 43.50% and in the second negotiation, further reduced to 42.50%.

4. Though the recommendation was made to the higher Authority for approval, yet it was reverted for further negotiation and ultimately the Petitioner agreed for 41% above the said estimated cost. Since it exceeds more than 20%, the Authority thought that the price so quoted even after negotiation is astronomical and there is every possibility of fetching a competitive price much less than the same.

5. The moment the Authorities floated the fresh tender, the Petitioner immediately approached the Authority, seeking a clarification in this regard and it was communicated that because of the price being on a much higher side, the earlier tender was cancelled and the fresh tender was invited.

6. The object and purpose of floating a tender and inviting the bid is to secure the most competitive price in a fair, transparent and unbiased manner. It shows that equal opportunity is to be given to all persons who have the expertise to do the specialized work or the work for which the tender has been floated under the Equality Principle.

7. There is no gainsaying that the Tendering Authority floated the tender incorporating the terms and conditions, and in the event any of the participating tenderer does not find the same palatable to them, it is open for them to choose not to participate therein. If the Authorities have taken a conscious decision that the rate so quoted even after negotiation is astronomically high and there is a better

possibility of getting the Competitive Price. It would not only save the public money but also eased the burden of the public ex-chequer.

8. It is a subjective satisfaction of the Authorities to take a decision for cancellation of the tender and the interference by the Writ Court is minimal; in the sense that once the Court finds that the cancellation is tainted with malice or does not withstand on the test of reasonability (Wednesbury Principle) or an act of bias is perceived from such action.

9. Apart from the same, the Court may also interfere with the order of cancelling the tender, if the incidences and/or the eventualities for such cancellation is expressly and explicitly be recorded in the Tender Document or the other guiding factors applicable in this regard.

10. The moment the Authorities have taken a decision subjectively on the basis of the materials available to it and in the event, the Clauses incorporated in the Tender Document also vests power in this regard. The Writ Court should be slow and circumspect in interfering with the fresh tender.

11. In the instant case, Clause-X of the tender relates to a quoting of the rates by the participating bidder and Clause-IV thereof clearly stipulates that in the event, the rate quoted is found exorbitant or exorbitantly higher than the schedule of rates, the District may go for re-tender. Once the Authorities have found the rate to be astronomical or exorbitant, such subjective satisfaction does not warrant interference unless the perversity, the illegality, bias,

irrationality and/or unreasonability is perceived and/or corroborated by a piece of abundance.

12. We, thus, do not find any material warranting any interference in the instant Writ Petition.

13. The Writ Petition is thus dismissed without cost.

(Harish Tandon)
Chief Justice

(Chittaranjan Dash)
Judge

AK Pradhan/Priyanka

Signature Not Verified
Digitally Signed
Signed by: PRIYANKA BARIK
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 05-Nov-2026 17:29:55