**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No. 36881 of 2026**
**CNR No.ODHC010873172026**

***Siddharth Sampad*** .... ***Petitioner***
Mr. Samir Kumar Mishra, Senior Advocate

*-versus-*

***State of Odisha and others*** .... ***Opposite parties***
Ms. Biswabara Dash, Additional Standing Counsel for O.P.1
Mr. Niranjan Panda-1, Advocate along with
Ms. I. Pani, Advocate for O.Ps.2 and 3

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

**ORDER**
**11.11.2026**

**Order No.**

**02.** **1.** The instant writ petition filed by the petitioner being one of the intending participants challenging the eligibility conditions incorporated in Column No.11 pertaining to the Annual Financial Turnover in any one year during the last three years in construction work, which should not be less than 40% of the value of the contract applied for and the said turnover needs to be certified by a Chartered Accountant by depicting the Unique Document Identification Number (UDIN).

**2.** According to the petitioner, the said clause is oppressive, arbitrary, unreasonable and illegal in view of Rule-363 of the Orissa

Municipal Rules, 1953 and, therefore, the authorities cannot incorporate any such conditions, which run counter to the statutory provision.

**3.** Mr. Niranjan Panda, learned counsel appearing for the opposite parties-Municipality vociferously submits that the Court should not interfere with any terms and conditions incorporated in the Tender Call Notice, as a freedom is always preserved to the maker of the said document and there is a little scope for interference under Article 226 of the Constitution of India. He fervently submits that the Housing and Urban Development Department, Government of Odisha issued a Circular dated 16th September, 2025 and subsequent thereto, mandating the adherence of the OPWD Code and other Government instructions during the execution of work. He is very much vocal on the relief claimed in the writ petition, which according to him does not warrant any interference by this Court.

**4.** At the very outset, we must record that the author of the tender document is the best person to interpret the same and if the impugned clause invites more than one possible interpretation, the one adopted by the author should be respected, even if the Court finds the other would have been more convenient. Such stage has not

come, as we find multiple works have been incorporated in the Tender Call Notice and the intending participants may offer any one or more of the same. Obviously, the Authority shall consider every bid submitted to it, not only on the parameters of the clauses incorporated in the Tender Call Notice but also the statutory provision, if any applies in this regard.

**5.** We need not delve to go into a larger issue whether the OPWD code would override the statutory rules framed by the State or the Center nor we intend to enter into the nuances of law, whether it partakes a character of an executive instruction or a document.

**6.** We feel that the justice would be subserved, if the authority would take a decision in a reasonable manner, which is expected from it as well, taking into account the overall applicability of the clauses of the Tender Call Notice as well as the statute and, therefore, we need not intend to make any comment thereupon.

**7.** In course of the hearing, we are informed that the last date for submission of the bid which was fixed initially was extended from time to time by issuing corrigendum and the last date of extension expires yesterday (10.11.2026).

**8.** The petitioner could not participate in the said tender process for the reason that Clause-11 was challenged in the instant writ petition and the participation may be counterproductive for him in the instant writ petition. We find that the authorities have extended the time of participation and it would not cause any greater injury, if the said date is extended till today (11.11.2026).

**9.** We, thus, permit the petitioner to submit his bid today on the portal which shall be opened by the Authority only for the limited purposes as indicated hereinabove and the Tendering Committee is free to evaluate the bid and take a decision as and when the circumstances so warrant taking into account not only the Clause-11 but also the statutory provisions, if applicable in this regard and shall communicate the said decision to the petitioner immediately.

**10.** For abundant precaution, we hereby make it clear that permission to participate in the tender process shall not be construed to have conferred any inchoate right into the petitioner on the validity, eligibility and the competence of the petitioner, which would be decided by the Competent Authority independently in accordance with law.

**11.** With these observations and direction, the instant writ petition is disposed of.

***(Harish Tandon)***
***Chief Justice***

***(Chittaranjan Dash)***
***Judge***

Signature Not Verified
Digitally Signed
Signed by: SISIRA KUMAR BEHERA
Designation: Junior Stenographer
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 12-Nov-2026 17:27:32

*Sisira*