

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.1569 OF 2025**

1. Highspot Shelters LLP]
Having its office at: 501 and 502,]
Fortune House, CTS 117 A Prabhat Road,]
Ernadwane Pune 411004].... Petitioner.

V/s

1. Pune Metropolitan Region Development]
Authority, Pune Land and Estate]
Department through Metropolitan]
Commissioner PMRDA, 3rd floor, PMRDA]
Building, Near Akurdi Railway Station,]
Akurdi, Pune Maharashtra 411044]

2. Metropolitan Commissioner]
and Chief Executive Officer, PMRDA,]
having office at New Administrative]
Building, Akurdi, Pune 411077]

3. Deputy Commissioner (Land and Estate]
Department) PMRDA, having office at,]
3rd floor, PMRDA, Akurdi, Pune 411007]

4. The State of Maharashtra]....Respondents.

Mr Ashutosh Kumbhakoni, senior advocate with Mr. Sandeep S. Salunkhe, advocates for the petitioner.

Mr. Ravi Kadam, senior advocate with Mr. Vaibhav Bhure, Mr. Nitin P. Deshpande, Ms. Rachana Harpale and Mrs. Anjali Shinde, advocates for the respondent nos. 1 to 3.

Ms. Neha S. Bhide, Government Pleader with Mr. O.A. Chandurkar, Additional Government Pleader and Ms. G.R. Raghuwanshi, AGP for the respondent no.4-State.

**CORAM : SHREE CHANDRASHEKHAR, CJ &
GAUTAM A. ANKHAD, J.**

DATE : 6TH JANUARY 2026

PER, SHREE CHANDRASHEKHAR, CJ :-

Challenging the communication dated 15th October 2024 from the Metropolitan Commissioner and Chief Executive Officer, Pune Metropolitan Region Development Authority, the petitioner-Highspot Shelters LLP has invoked jurisdiction of this Court under Articles 226 and 227 of the Constitution of India.

2. By communication dated 15th October 2024, the petitioner-Firm was informed by the respondent no.1 the decision of the competent Authority to cancel the e-auction conducted pursuant to the Request for Proposal Project floated on 11th March 2024 (in short, “RFP”).

3. In pursuance of the subject RFP, five bids were submitted and after evaluation of those bids by Bid Evaluation Screening Committee (in short, “BESC”) three bids were found to be technically qualified. While the process was continuing, M/s B-Bright Real Estate Limited filed Writ Petition No.5400 of 2024 seeking a direction to the tendering authority to accept its bid of Rs 650 crores. Writ Petition No.5400 of 2024 was dismissed by the order dated 10th April 2024 declining the request for extension of time line for submission of the bids. This is also a matter of record that Special Leave Petition (C) No.10936 of 2024 filed against the order dated 10th April 2024 came to be dismissed on 17th May 2024. The petitioner-Firm was declared L-1 bidder and, according to it, its bid was accepted.

4. Mr. Ashutosh Kumbhakoni, the learned senior counsel

appearing for the petitioner-Firm submits that an anticipation that a better price can be fetched cannot be a ground to cancel the tender. Moreover, when the bid submitted by the petitioner-Firm was accepted, that shall translate into a concluded contract and the petitioner-Firm is entitled to seek a direction to the tendering Authority to award the subject tender. The learned senior counsel submitted that by taking a decision as indicated in the communication dated 15th October 2024, the tendering Authority has violated the sanctity of the tender process. The action of the respondent no.1 is actuated with malice in law and what the other competing bidder could not achieve through the process of the Court has been provided to it by the Executive. The learned senior counsel also referred to the affidavit filed by the respondent nos. 1 to 3 in the proceedings before the Hon'ble Supreme Court in Special Leave Petition (C) No.10936 of 2024 wherein respondents have admitted that the petitioner-Firm is the highest bidder. This is to fortify his submission that not receiving satisfactory bid alone cannot be a ground to cancel the tender, the learned senior counsel referred to the decision in "*Prakash*"¹

5. On the other hand, Mr. Ravi Kadam, the learned senior counsel appearing for the respondent nos. 1 to 3 submitted that there is no concluded contract in favour of the petitioner-Firm. This writ petition is liable to be dismissed on the ground of suppression of material facts inasmuch as the

1. *Prakash Asphaltings and Toll Highways (India) Limited v. Mandeepa Enterprises and Others* 2025 SCC OnLine SC 1959.

petitioner-Firm accepted the earnest money without any protest on 15th October 2024 and this fact was suppressed in this writ petition filed on 17th January 2025. As to the concluded contract in favour of the petitioner-Firm, the learned senior counsel for the respondent nos. 1 to 3 submitted that so-called acceptance is a computer generated intimation to the petitioner-Firm and the decision of the competent authority of acceptance as per stipulations under the RFP only shall become final and binding on the parties.

6. To begin with, we intend to indicate that the decision in “*Prakash*” turns on its own facts. This decision refers to the previous decisions of the Hon’ble Supreme Court in “*CIDCO V. Shishir Realty Private Limited*” (2007) 14 SC 517 and “*Subodh Kumar Singh Rathore v. Chief Executive Officer*” 2024 SCC OnLine SC 1682. The facts in “*Shishir Realty Private Limited*” are entirely different inasmuch as a signed contract in ongoing project was cancelled. In “*Subodh Kumar Singh Rathore*”, the challenge to the order of termination was made on a specific ground that the action taken by the respondent-Authority was at the behest of the Minister-in-charge. The decision of the Hon’ble Supreme Court was in that context that the tender was cancelled for extraneous consideration and was influenced by malice. The present case bears no such similarity. There are specific stipulations under the RFP which provide that the respondent-Authority reserves to itself right to reject any or all of the bids submitted in response to the e-auction at any stage without assigning any reason whatsoever. Clause 4.12(f) refers to the powers in the respondent no.1 to terminate RFP process at any time without

assigning any reason. The stipulation may not be determinative as to the powers of the employer to terminate the contract but what is relevant for the present purposes is the provision under clause 4.18(b) which says that the BESC shall submit its decision to the competent Authority whose decision shall be final and binding upon the bidders. It is a matter of record that the competent Authority has not taken a final decision. While so, we are inclined to hold that in absence of any formal letter of allotment, there is no concluded contract and no rights are crystallized in favour of the petitioner-Firm.

7. The powers of judicial review in tender matters are limited and no case for interference has been made out by the petitioner-Firm. The conduct of the petitioner-Firm also disentitles it to seek a discretionary relief from the High Court. By not disclosing the fact that it has accepted the refund of earnest money on 15th October 2024 and the bank guarantee has been returned to it, the petitioner-Firm has suppressed a material fact which is relevant for taking a decision as to exercising the powers under Article 226 of the Constitution of India.

8. Writ Petition No.1569 of 2025 is dismissed.

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]

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