IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.686 OF 2026

Silverton Industries Limited, Muzaffarnagar	] .. Petitioner
Versus	
1. Maharashtra State Bureau of Textbook Production and Curriculum Research, Pune	]
2. State of Maharashtra, Through Office of the Government Pleader	]
3. Malu Paper Mills Limited, Nagpur	]
4. M/s Satia Industries Limited, New Delhi	]
5. M/s. Shreyans Industries Limited, New Delhi	] .. Respondents

ALONG WITH
WRIT PETITION NO.1187 OF 2026

Shah Paper Mills Limited, Mumbai	]... Petitioner.
Versus	
1. Maharashtra State Bureau of Textbook Production and Curriculum Research, Pune	]
2. State of Maharashtra, Through Office of the Government Pleader	]
3. Malu Paper Mills Limited, Nagpur	]
4. M/s Satia Industries Limited, New Delhi	]
5. M/s. Shreyans Industries Limited, New Delhi	] .. Respondents

Appearances in Writ Petition No.686 of 2026

- Mr. Kevic Setalvad, Senior Advocate, with Ms. Mahima Sinha, Ms. Manaswi Agrawal, Mr. Lohit Saboo, Mr. Ramesh Saboo, Mr. Kushal Dube, Advocates, i/by Meraki Chambers, for the Petitioner.
- Dr. Milind Sathe, Advocate General, with Mr. J.G. Aradwad (Reddy), Advocate for Respondent No.1.
- Mrs. Neha S. Bhide, Government Pleader, with Mr. B.V. Samant, Additional Government Pleader and Mrs. G.R. Raghuwanshi, Assistant Government Pleader for the Respondent-State of Maharashtra.
- Mr. Mustafa Doctor, Senior Advocate, with Mr. Manoj Harit, Adv. Drishti, Advocates, i/by Manoj Harit & Co., for Respondent No.3.
- Mr. Vineet Naik, Senior Advocate, with Mr. Vinayak Chitale, Mr. Shivam Padale, Mr. Sumanth Anchan, Mr. Miheer Jayakar, Advocates, i/by Parinam Law Associates, for Respondent No.5.

Appearances in Writ Petition No.1187 of 2026

- Smt. Manaswi Agrawal i/b Mahima Sinha, Advocates for the Petitioner.
- Dr. Milind Sathe, Advocate General with Mr. C.J. Aradwad (Reddy), Advocate for Respondent No.1.
- Mrs. Neha S. Bhide Government Pleader with Mrs. Shruti D. Vyas, Additional Government Pleader, Mr. S.H. Kankal, AGP for the Respondent-State of Maharashtra.
- Mr. Mustafa Doctor, senior advocate with Mr. Manoj Harit, Mr. Drishti i/b Manoj Harit & Co., advocates for Respondent No.3.

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

DATE : 28^{TH} JANUARY 2026.

PER, GAUTAM A. ANKHAD, J.

As the issue involved in both these writ petitions is common, the petitions are heard together and disposed of by this common judgment. For the purpose of convenience, the facts in Writ Petition no.686 of 2026 will be referred to.

2. The petitioner-company challenges the rejection of its bid for supply of 70 GSM Cream Wove Paper and the award of tender by the respondent no.1 to the respondent nos.3, 4 and 5. The petitioner-company in Writ Petition no.686 of 2026 seeks the following reliefs:-

> "*a. Declare that the order dated 23^{rd} October 2024 (Exhibit H) passed by the ASTPPCL is no longer effective or operational and cannot operate as a bar against future bids in respect of the petitioner;*
>
> *b. Issue a writ, order or certiorari quashing and setting aside the Tender Summary Reports (Exhibit L and Exhibit M hereto) whereby the petitioner's bid was rejected.*
>
> *c. Issue a writ, order or certiorari quashing and setting aside the letters of acceptance dated January 6, 2026 issued by the Respondent No.1 to the Respondent Nos. 3, 4 and 5 (Exhibit N, Exhibit O and Exhibit P)*
>
> *d. Issue a writ of mandamus thereby directing the Respondent No.1 to evaluate the bids afresh;*

e. Pending the hearing and final disposal of the present Petition, restrain the Respondents from acting on the letters dated January 6, 2026 issued by the Respondent No.1 to the Respondent Nos. 3 to 5 and any further documents that may have been executed between the parties;

f. Ad-interim reliefs in terms of prayer clause (e)."

3. The petitioner-company is engaged in the business of production of papers and paper based products involving packaging material. The petitioner-company claims to have supplied 35,605 MT of writing and printing paper to West Bengal Text Book Corporation Limited, Saraswat Press Limited, Assam State Text Book Production and Publication Corporation Limited (in short, "ASTPPCL"), Chhattisgarh Pathyapustak Nigam and Madhya Pradesh Text Book Corporation.

4. On 30th September 2025, the Maharashtra State Bureau of Textbook Production and Curriculum Research, Pune-respondent no.1 published a tender inviting proposals for supply of Cream Wove Paper for the academic year 2026-27. The respondent no.1 issued different corrigendums to the bid document on 13th October 2025, 15th October 2025 and 24th October 2025. Clause 31 to the bid document which is the issue in these petitions was introduced by the corrigendum issued on 13th October 2025 and reads as under:-

Sr. No.	***Tender Sr.No. / Page No.***	***Query Raised***	***Correction / Amendment***
9	Page No.24 4. Terms & Conditions Serial No.31	The Tender has not incorporated any clause restricting the participation of any Mill who has been **earlier Debarred or Black Listed for supplying paper to Government Department**.	**Any mill for any reason should not have been blacklisted or debarred for tender process or supply of paper**. If such mill applies for tender will be liable for technically disqualified. An undertaking duly signed in this regard should be submitted with the tender.

5. On 26th October 2025, the petitioner-company submitted its bid and filed an undertaking dated 14th October 2025 stating that it was neither blacklisted nor debarred by any Central/State Government organization, PSU, or autonomous body. However, on 5th January 2026, the petitioner-company's technical bid was rejected with the reason: *"Black list Or Debarr as per Tender terms & conditions serial no.31 (Corrigendum Amendment-2)".* Aggrieved by this rejection, the petitioner-company has filed this writ petition on 12th January 2026.

6. Mr. Kevic Setalvad, the learned senior counsel for the petitioner-company submits that the rejection of the petitioner-company's bid is arbitrary and patently illegal. He contends that the respondent no.1 has failed to appreciate the order dated 23rd October 2024 passed by ASTPPCL in its proper perspective, inasmuch as, the petitioner-company was merely restrained from participating in tenders/bids during the financial year 2024–25. He submits that even assuming such restraint amounted to a form of debarment the same lapsed on 31st March 2025. He further submits that there cannot be a permanent order of debarment or blacklisting against the petitioner-company. The learned senior counsel further submits that any order of debarment or blacklisting cannot operate in perpetuity and must be time-bound and proportionate. Moreover, the present tender was floated on 29th September 2025 when there was no debarment order in force. It is submitted that the subsequent developments demonstrate that a reliance on the ASTPPCL order dated 23rd October 2024 to technically disqualify the petitioner-company is arbitrary and unsustainable in law. ASTPPCL has recently awarded a tender to the petitioner-company on 15th September 2025 which demonstrates that even the concerned authority

considered it as a restraint with limited application. Other entity such as the National Council of Educational Research and Training, Ministry of Education (NCERT), has also awarded a tender to the petitioner-company on 1st December 2025. Lastly, he submits that the petitioner-company is ready and willing to supply the materials at a rate 10% lower than the awarded value, which would directly benefit the respondent no.1. In support of his submissions, Mr. Setalvad relies on the judgment of the Delhi High Court in *"MI2C Security Facilities Pvt. Ltd."*[1] and of the Hon'ble Supreme Court in *"M/s. Mar's Developers"* [2].

7. On the other hand, Dr. Sathe, learned Advocate General, submits that prayer clause (a) which seeks a declaratory relief, is not maintainable in a writ petition. He contends that the petitioner-company was fully aware of clause 31 and had furnished an incorrect undertaking dated 14th October 2025 to the respondent no.1 that it was not blacklisted or debarred by any government/authority. The petitioner-company has suppressed a vital fact of its debarment by ASTPPCL. He submits that in any event, the petitioner-company participated in the tender process without challenging the clause 31 at any stage and having accepted the tender conditions, the petitioner-company is precluded from seeking the reliefs claimed in prayer clauses (b) to (d) of the Petition. Dr. Sathe further submits that the petitioner-company, along with Shah Paper Mills Limited (petitioner-company in Civil Writ Petition no.1187 of 2026) and DSG Papers Private Limited, formed a cartel and uploaded their bids from the same IP address. Lastly, he submitted that the purchase orders are issued and the respondent no.1 is required to procure paper

1 *MI2C Security Facilities Pvt. Ltd. v. North Delhi Municipal Corporation and Others, 2021 SCC OnLine Del 3682.*

2 *M/s. Mar's Developers and Suppliers v. The State of Odisha & Ors. (Special Leave to Appeal (C) No.7861/2023) – decided on 4th August 2025*

and print the text-books before the commencement of academic year 2026-27. Any delay in this process would cause serious prejudice to the students from Class I to XII. Relying on the judgment of this Court in "*B.S.N. Joshi*"[3] and "*BVG India Ltd.*"[4] , he submits that the petition deserves to be dismissed.

8. Mr. Mustafa Doctor and Mr. Vineet Naik learned senior counsel appearing on behalf of the respondent nos.3 and 5 (the successful bidders) have also opposed this petition. Mr. Naik submits that the respondent no.5's debarment order of 27th October 2025 has been withdrawn by passing a cancellation order dated 13th November 2025, which fact has been suppressed by the petitioner-company.

Analysis and reasons:

9. We have perused the record and heard the learned senior counsel appearing for the parties. In our view, there is no merit in these writ petitions.

10. The challenge in the writ petitions is to the rejection of the petitioner-company's technical bid under clause 31 and the consequential award of the tender to the respondent nos.3 to 5. The record demonstrates that the corrigendum dated 13th October 2025 was issued to address a query on "earlier debarment or blacklisting". It is in this factual background that the respondent no.1 incorporated clause 31 stipulating that any mill which has been blacklisted or debarred from a tender process or supply of paper would be liable to be technically disqualified and a condition was incorporated that the bidder must furnish an undertaking to that effect. We are unable to accept Mr. Setalvad's contention that

3 *B.S.N. Joshi & Sons Ltd. v. State of Maharashtra & Ors. (Writ Petition (L) No.29270 of 2025 decided on 18.09.2025*

4 *BVG India Ltd. v. State of Maharashtra, 2021 SCC OnLine Bom 412*

ASTPPCL order dated 23rd October 2024 did not amount to blacklisting or debarment. The language of clause 31 is wide and is not confined to formal orders described as blacklisting or debarment. The substance of the order is relevant and not its nomenclature. Secondly, clause 31 encompasses a situation where a mill has been earlier blacklisted or debarred "for any reason" from the tender process or supply of paper. Even if the petitioner-company's contention is accepted that the order dated 23rd October 2024 operated only during the financial year 2024–25 and had lapsed on 31st March 2025, the petitioner-company was required in terms of clause 31 to furnish a proper undertaking disclosing the true factual position. The petitioner-company being fully aware of the said order, furnished an undertaking dated 14th October 2025 without making a full disclosure, thereby rendering the bid incomplete. No explanation is offered as to why an incomplete undertaking was furnished along with the tender. This suppression is fatal and by itself attracts technical disqualification.

11. The principle that a bidder who participates in a tender with full knowledge of its terms cannot subsequently challenge those terms after an adverse outcome is well settled. It is settled law, as held by the Hon'ble Supreme Court in *"Meerut Development Authority v Association of Management Studies"*[5], that a bidder has no right except the right to equality and fair treatment in the matter of evaluation of competitive bids submitted by the other bidders. We find that the petitioner-company participated in the tender process without challenging clause 31 at any stage. It is not even assailed in this writ petition. The submission that blacklisting or debarment cannot operate in perpetuity is a well

5 *(2009) 6 SCC 171*

settled proposition of law. However in the present case, the respondent no.1 has only applied clause 31 of its tender conditions to the incomplete facts as disclosed and has found the petitioner-company technically ineligible. This cannot be equated with perpetuating the effect of the ASTPPCL order.

12. We find merit in the submission of Dr. Sathe that this Court in exercise of its jurisdiction under Article 226 of the Constitution of India cannot grant the declaratory relief sought in prayer clause (a), namely, that the ASTPPCL order dated 23rd October 2024 is no longer effective or operational and cannot operate as a bar against future bids. Such a declaration on a third party document is not permissible in a writ petition concerning the effect of the terms of tender of respondent no.1.

13. As regards prayers (b) to (e) of the petition, it is well settled that the scope of judicial review in contractual and tender matters is very limited. The writ Court cannot rewrite tender conditions nor can it direct the authority to ignore them. As held by the Hon'ble Supreme Court in *"Silppi Constructions Contractors v. Union of India"*[6] and *"Agmatel India (P) Ltd. v. Resoursys Telecom & Ors."*[7]*,* the authority is the best judge of incorporating and interpreting conditions in the bid document. The Court cannot review the terms of the tender when the condition in question is not even under challenge. The tendering authority is best placed to appreciate its commercial requirements. The reliance placed by the petitioner-company on subsequent awards of contracts by ASTPPCL and NCERT is of no assistance. The decision of other authorities to award contracts to the petitioner-company does not curtail the discretion of the respondent no.1 to prescribe its own eligibility criteria and to strictly enforce it in the interest of

6 *(2020) 16 SCC 489*
7 *(2022) 5 SCC 362*

maintaining the integrity of its procurement process.

14. The argument that the petitioner-company is willing to supply the materials at a rate 10% lower than the awarded value is wholly irrelevant in the matter of judicial review of a tender process. Price cannot override compliance with essential eligibility conditions. We are also conscious of the fact that the respondent no.1 is responsible for publishing and printing text books of schools from standard I to XII. The tender for academic year 2026-27 has a larger public interest involved. As held by the Hon'ble Supreme Court in "*Association of Registration Plates v. Union of India*"[8], it is open to the State or its instrumentalities to prescribe eligibility conditions to ensure that only capable and reliable bidders participate in the tender process. The scope of interference under Article 226 in contractual matters is limited to examining the decision-making process, and not to re-evaluating commercial considerations.

15. As of today, letters of acceptance have been issued and bank guarantees have been taken from the respondent no.3 to respondent no.5. Furthermore, the necessary steps have been taken after award of tender and the Dispatch Schedule for supply of papers has been issued in favour of the respondent no.3 to the respondent no.5. At such stage, any interference by this Court would cause grave prejudice to timely printing of the textbooks, thereby jeopardizing education process. It is settled law, as held by the Hon'ble Supreme Court in *"Tata Motors Ltd. v. BEST"*[9] that the Court must exercise its extraordinary powers under Article 226 with great caution and only in furtherance of public interest. On the said ground too, the petition deserves to be rejected.

---

8 *(2005) 1 SCC 679*
9 *2023 SCC OnLine SC 671*

16. The reliance placed by Mr. Setalvad on the decision of the Hon'ble Supreme Court in "*M/s. Mar's Developers*" is misplaced. In the said case, the Hon'ble Supreme Court was dealing with the limited challenge to a debarment order. The observations made in the said context that debarment cannot be permanent has no application to the present case, where the issue is of non-compliance with an eligibility condition and submission of an incomplete bid by suppressing material facts. For similar reasons, the judgment of the Delhi High Court in *"MI2C Security Facilities Pvt. Ltd."* is also inapplicable.

17. For all the aforesaid reasons, the rejection of the petitioner-company's technical bid cannot be said to be arbitrary, irrational, or suffering from non-application of mind. No case for interference under Article 226 of the Constitution of India is made out and **Writ Petition no.686 of 2026 is dismissed.** For the same reasons, **Writ Petition no.1187 of 2026, which is on similar facts is also dismissed** without any order of costs.

[GAUTAM A. ANKHAD, J.] **[CHIEF JUSTICE]**