

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 4600 OF 2026

M/s. Shakti Construction

Through its Proprietor

Sandip Bharat Patil

... Petitioner

versus

City and Industrial Development

Corporation of Maharashtra Limited & Anr.

... Respondents

...

Mr. Anil Anturkar, Senior Advocate i/b. Mr. Yatin Malvankar for the
Petitioner.

Mr. Priyansh Jain with Mr. Akshay Naik and Mr. Aniket Gole i/b. Mr. Sagar
Shetty for the Respondent - CIDCO.

...

**CORAM : RAVINDRA V. GHUGE &
ABHAY MANTRI, JJ.**

DATE : APRIL 10, 2026

P.C:

1. This Petition is listed at Serial No. 937 on the board of the
Hon'ble The Chief Justice's Court. Since the First Court is not available,
the matter is placed before this Court.

2. The learned Advocates for the parties have tendered Minutes
of the Order dated 10.04.2026 (3 pages). The same are taken on record and
marked as 'X' for identification. The same read as under :-

‘1. The dispute in the present matter concerns Sub Clause (x) of Clause (1) of the Mandatory Eligibility Criteria in the Notice Inviting Bid in Two Tenders. The said condition provides that, for the Ulwe tender, the bidder must own a minimum of 9 refuse compactors and 9 garbage collection vehicles as on the date of submission of the bid; and for the Dronagiri tender, the bidder must own a minimum of 5 refuse compactors and 6 garbage collection vehicles as on the date of submission of the bid. The tender condition further stipulates, in respect of both tenders, that the vehicles/equipment owned by the agency shall not be more than 5 years old from the date of issuance of the tender document. The present petition came to be filed on 30 March 2026.

2. Thereafter, in response to the bid queries, Clarification No. 1 came to be issued in respect of the tender. By way of the said clarification, CIDCO stated as follows:

“In case of acquired pre-owned vehicles, as on the date of submission of the bid, the bidder shall submit a duly executed and notarised sale agreement entered into between the bidder and the existing registered owner (seller) of the vehicle. The said sale agreement, along with documentary proof of submission of the application for transfer of ownership to the Regional Transport Authority (RTO), shall be accepted as provisional proof of ownership, subject to fulfilment of the conditions specified in Clause 1(x), at Sl. Pg. No. 4 and 5....”

3. During the pendency of the present petition, Corrigendum No. 2 also came to be uploaded on the website of respondent CIDCO. By way of additional clarification under Serial No. 1(iii) to the Corrigendum No. 1 (Reply to the bid queries), pursuant to which it has been further clarified as under:

“Notarised sale agreement between the bidder (purchaser) and the existing registered owner (seller) of the vehicle, along with documentary proof of Notice of Transfer of Ownership of Motor Vehicle (Form-29) and Application for Intimation & Transfer of Ownership of Motor Vehicle (Form-30), etc., shall be accepted as provisional proof of ownership of the vehicle.”

4. In view of the aforesaid development, learned counsel for the petitioner states that the petitioner is not pressing the petition on merits and requests that the petition be disposed of with a direction that the bid/ tender to be submitted by the petitioner on or before the last date, namely Monday, 13 April 2026, be considered in the light of the tender conditions as clarified by Corrigendum No. 1 and Corrigendum No. 2. It is further requested that the eligibility of the petitioner be considered in the light of the said subsequent Corrigendums issued by the respondent.

5. Accordingly, without expressing any opinion on the merits of the case, it is directed that if the petitioner submits its bid/ tender on or before the stipulated last date i.e. 13th April, 2026, the same shall be considered by CIDCO in the light of Corrigendum No. 1 and Corrigendum No. 2, and the eligibility of the petitioner shall be assessed accordingly. The petition is disposed of in the above terms. No order as to costs.’

3. In view of the above, and with the consent of the Petitioner, the **Writ Petition is disposed off** in the above terms.

(ABHAY MANTRI, J.)

(RAVINDRA V. GHUGE, J.)