



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

WRIT PETITION NO. 6102 OF 2025

1. Trimurti Engineering Services,
through its Partners Sudhir
Shankarrao Fendar, Aged : 50
Years, Occu.: Business, Partner of
Trimurti Engineering Services,
R/o. Plot No.25A, Shivaji Nagar,
Mahadula (Koradi), Nagpur-441111.
2. Sudhir Shankarrao Fendar, Aged : 50
years, Occu.: Business, Partner of
Trimurti Engineering Services,
R/o. Ward No.2, Khaperkheda, Saoner,
Nagpur.
3. Chandrashekhar Paripagar, Aged : 46
years, Occu.: Business, Partner of
Trimurti Engineering Services,
R/o. Plot No.25A, Shivaji Nagar,
Mahadula (Koradi), Nagpur- 441111.

.... **PETITIONERS.**

// VERSUS //

1. Maharashtra State Power Generation
Company Limited, Having its head
office at Plot No.G-9, Anant Kanekar
Marg, D-Block BKC, Naupada, Bandra
(East) Mumbai, Maharashtra – 400051.
2. Maharashtra State Power Generation
Company Limited, Khaparkheda Thermal
Power Station, Through Chief Engineer,
Khaparkheda Dist, Nagpur.

3. Superintending Engineer, Maharashtra State Power Generation Company Limited, Khaparkheda Thermal Power Station, Dist. Nagpur.
4. Deepak Construction Through its partner, having office at Main Road Bhanegaon, Khaparkheda 441102, Dist. Nagpur.

.... RESPONDENTS.

Shri Ibrahim Fidvi, Advocate for Petitioner.
Shri A.D. Mohogaonkar, Advocate for the respondent No.2
Shri Manish Shukla, Advocate for the respondent No.4

CORAM : ANIL S. KILOR AND
RAJ D. WAKODE, JJ.

DATED : JANUARY 16, 2026.

ORAL JUDGMENT : (Per : Anil S. Kilor, J)

1. Heard.
2. **RULE.** Rule made returnable forthwith. Heard finally by consent of the learned counsel for the parties.
3. Rejection of the technical bid of petitioners in a tender process initiated by the respondent Nos. 1 to 3 for Biennial work contract for cleaning and allied works at AB, BD, CD Line and Patansaongi – Pipla

Line of Aerial Ropeway in CHP-I, is under challenge in this petition. It is alleged that such rejection is illegal, arbitrary and in utter violation of the principles of fairness and transparency. It is the case of the petitioner that deviations were informed on 03/10/2025.

4. It is submitted that though the document of partnership was submitted the same was not considered as it is not registered one. It is argued that the registration of the partnership is not necessary, it could be relevant at the time after the bid is accepted and after entering into an agreement. Furthermore, it is argued that since such requirement to have registered partnership is not the condition prescribed in qualifying requirement, it is not mandatory condition.

5. The learned counsel for the petitioners submits that, on the very same Vendor Code, a purchase order had been issued to the petitioner-firm in the earlier tender process and, therefore, rejection on the ground that the partnership firm is unregistered is not tenable. To substantiate his contention, the learned counsel for the petitioners relied on the judgment of this Court in the case of *Rushabh Outdoors and others ..vs.. State of Maharashtra, Through Government Pleader and Another*, reported in **2021 SCC OnLine Bom 6817**.

6. On the other hand, Shri Mohgaonkar, the learned counsel for the respondent Nos. 1 to 3 argues that the tender was issued on 31/07/2025 and last date of submission of the tender was on 31/08/2025. The Partnership Deed was registered on 01/10/2025 much after the last date of the submission of the bids. It is contended that, in the case of a partnership firm, submission of a registered partnership deed was a mandatory requirement. Non-compliance with this essential condition, or any deviation therefrom, would entail rejection of the bid, and accordingly, the bid was rightly rejected.

7. It is submitted that the petitioner has not submitted three years experience as sought for from the firm participating in the tender process. Thus, he argues that the technical bid of the petitioner was rightly rejected. To substantiate his contention the learned counsel for the respondents relied on the following judgments :

- i) Farooq ..vs. Sandhya Anthraper Kurishingal, reported in (2018) 12 SCC 580;
- ii) Swami Transport ..vs.. The State of Maharashtra & oth. in **Writ Petition No. 6610 of 2018** (DB Bombay High Court);

8. In light of rival submissions, we have perused the record. The deviations which were communicated to the petitioner are as follows :

*“1. Remarks**2. PLEASE SUBMIT PAST EXPERIENCE OF PARTNERSHIP FIRM ON VENDOR CODE 77743LE OF EXECUTED PO AS PER OR**3. PLEASE SUBMIT THE 3 YRS TURNOVER CERTIFICATE OF PARTNERSHIP FIRM (PAN AAUFT2165M) WITH UDIN**4. PLEASE SUBMIT PARTNERSHIP FIRM LEGAL REGISTERED DEED AS PER PARTNERSHIP ACT 1932 SCAN COPY OF SAME**5. VALID SOLVENCY CERTIFICATE FROM NATIONALIZED BANK EXTEND TO TENDER VALUE**6. PLEASE SUBMIT PAST EXPERIENCE OF PARTNERSHIP FROM 77743 LE EXECUTED PO AS PER OR”*

9. The deviation in respect of firm registration document and Partnership Deed was a necessary condition as it was the part of the specific terms and conditions. The submission of the petitioner that, since such condition does not form part of the qualifying requirements, it is neither a necessary nor a mandatory condition, cannot be accepted. The said condition is expressly incorporated as specific terms and conditions under the heading “Other Requirements”, which admittedly form an integral part of the tender document. Moreover, such requirement is necessary for the reason that the experience certificate sought for is of such firm. In the present matter, admittedly, the petitioner partnership firm was registered on 01/10/2025, whereas, the last date for submission of the bid was 31/08/2025.

10. Moreover, it is evident from the record that the petitioner did not submit Experience Certificate which was one of the conditions to

submit the same along with the technical bid. From the record, it appears that the petitioner has submitted following documents :

- (1) Solvency Certificate,
- (2) Labour License,
- (3) Memorandum of Understanding between petitioners date 13/04/2022,
- (4) Deed of Partnership dated 07/02/2023,
- (5) Deed of Partnership, dated 07/02/2023, executed at Saoner on 01/10/2025, registered in the office of Sub-Registrar, Saoner on 01/10/2025.

11. From the above referred documents, it is evident that the Experience Certificate as sought for as per Clause (8) of the qualifying requirement was not submitted by the petitioner.

12. The Hon'ble Supreme Court of India in the case of *Swami Transport Vs. The State of Maharashtra (W.P. No. 6610 of 2018)*, has held thus :

“19. Though the petitioners have sought support from the judgment of the Apex Court in the matter of V. Subramaniam (cited supra) and section 69 of Partnership Act, particularly on the issue of non-requirement of registration of partnership firm, what is noted is said requirement was sought by the tendering authority being an essential condition of eligibility. This Court in the foregoing paragraph has held that the Court cannot in its extraordinary jurisdiction change the tender condition or direct the respondents to dilute/deviate from the same. In view of above, reliance placed by the learned counsel for the petitioners on the V.Subramaniam (cited supra) will be hardly of any assistance. Rather, the petitioners have tried to comply with the said condition, as is apparent from the pleadings in the petitions. That being

so, the petitioners cannot blow hot and cold at the same time i.e. on one hand claiming that the tender condition is not essential and on the other hand producing certificate of registration in one of the case and in another matter coming out with a plea that registration is pending.

20. Apart from above, the judicial review of the administrative action particularly in the matter like the present one is permitted only to prevent arbitrariness, discrimination, unreasonableness, bias and malafide. This Court is required to see whether the decision of the tendering authority is lawfully made or not.”

13. The Hon’ble Supreme Court of India in the case of *Farooq v. Sandhya Anthraper Kurishungal*, (supra) has held thus :

“6. The plaint, read as a whole, leaves no manner of doubt that the basis for the suit is Section 69 of the Partnership Act read with Clause 25(d) of the partnership deed dated 29-12-1995. Para 18 of the plaint does not carry the matter further inasmuch as the only sentence which could possibly be relied upon, and which was relied upon by the High Court, is that the plaintiffs are entitled to file the suit even independently of the partnership firm. Having found that the basis of the suit is the factum of partnership and having relied upon Clause 25(d) of the partnership deed, it is clear that the trial court correctly found that the bar of Section 69 of the Act was attracted in the facts of this case.”

14. It is settled law that this Court cannot in its extraordinary jurisdiction change the tender condition or direct the respondents to deviate from the same. If it is the necessary condition of the tender to have registration to the partnership firm as eligibility to participate in the tender process, non-compliance of the same will entail rejection of the technical bid and the same is the ultimate fate of the technical bid of the petitioner for non-compliance of the said necessary condition. Further the deviation of the non-submission of the Experience Certificate is also sufficient to reject the technical bid of the petitioner.

15. The case of *Rushabh*, as cited by the petitioner, is of no assistance to the petitioner as in the said case the petitioner did not seek enforcement of right arising from a contract. In the present case, the petitioners are seeking relief as 'partnership', being participated in the process as partnership firm.

16. In the circumstances, as the registered document was not submitted and also the Experience Certificate was not submitted, the respondents have rightly rejected the technical bid of the petitioner.

17. In the circumstances, as the present petition suffers from merit, it needs to be dismissed, hence, we pass the following order :

The Writ Petition is **dismissed**. Rule stands discharged. In the circumstances, there shall be no order as to costs.

(RAJ D. WAKODE, J)

(ANIL S. KILOR, J)

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