



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

WRIT PETITION NO.1653 OF 2026

[David Industrial Works, through its Partner, Arun S/o Samson David Vs. The State of Maharashtra and others]

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders.

Court's or Judge's order

Shri A.S. Dabadghao, Counsel for Petitioner.

Shri N.S. Rao, Assistant Government Pleader for Respondent No.1.

Shri A.D. Mohgaonkar, Counsel for Respondent No.2.

Ms Smruti N. Dhoot, holding for Shri Abhijeet Barahate, Counsel for Respondent No.3.

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

DATE : 27th APRIL, 2026.

1. In a tender for providing and repairing various types of staff quarters at various locations and level (as and when required) at colony in Thermal Power Station, Khaperkheda for the period of 12 months, the petitioner and the respondent Nos.3 and 4 participated and on declaring the respondent No.3 as L-1, the petitioner has approached this Court by filing this petition seeking a declaration that the respondent No.3 is not qualified, on the ground that the respondent No.3 does not fulfill the experience criteria.

2. The tender requirement specifies the qualifying requirements. Clause 2 of qualifying requirements is in respect of experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following :-

(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost, or

(b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost, or

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

3. Having gone through the record, it is evident that the respondent No.3 submitted an experience certificate showing compliance of the above-referred sub-clause (c) of Clause 2.

4. The requirement of sub-clause (c) of Clause 2 is in respect of one similar completed work costing not less than the amount equal to 80% of the estimated cost. The estimated cost of the tender work is Rs.70,96,863.16 and the certificate annexed by the respondent No.3 in compliance of the above-referred sub-clause (c) of Clause 2 is for the value of Rs.83,93,579.01.

5. According to the learned counsel for the petitioner, since the time-limit of the said work was 36 months, i.e. 3 years, the amount needs to be divided by 3, as per the provisions of the Circular dated 30th November, 2022. Thus, according to the learned counsel for the petitioner, the amount stated in the certificate, i.e. Rs.83,93,579.01, is to be divided by 3, and if it is divided by 3, there is no compliance of sub-clause (c) of Clause 2 of the qualifying requirements.

6. In reply, the learned counsel for the respondent No.2, points out that the Circular dated 30th November, 2022 on which the learned counsel for the petitioner has placed reliance, is applicable to the Restoration of the term of Annual Maintenance/Works Contracts from one year to two years for various offices of MAHAGENCO. According to him, the tender in question is for the works to be carried out and completed in 12 months, to which the aforesaid Circular is not applicable. He, therefore, submits that the amount stated in the certificate submitted by the respondent No.3 in compliance of sub-clause (c) of Clause 2 of qualifying requirement is to be

considered as the compliance of tender condition and there is no non-compliance of the same.

7. We find substance in the submission of the learned counsel for the respondent No.2 and hence we are of the opinion that since the respondent No.3 has complied with the tender conditions, the prayers made in the present petition cannot be granted.

8. With the above observations, the petition is dismissed.

(RAJ D. WAKODE, J.)

(ANIL S. KILOR, J.)