



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

WRIT PETITION NO. 3420 OF 2026

Bharat Madhukarrao Jadhav

Vs.

Municipal Council, Pusad, thr. its Chief Officer, Yavatmal & Ors.

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

Court's or Judge's order

Mr. Rugved Dhore, Advocate for the Petitioner.

Mr. P.P. Pendke, AGP for Respondent No.1/State.

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

DATE : 24.04.2026

Heard.

2. The petitioner herein is an active politician and an elected Councillor of the Municipal Council, Pusad. In his capacity as a Councillor, he has raised objections to certain conditions of the e-tender notice issued by the Municipal Council, Pusad for various works under the Swachh Maharashtra Abhiyan (Urban) 2.0, for an approximate amount of Rs. 1,79,26,822/-.

3. The petitioner raised objections to the terms and conditions of the tender document in writing. The Municipal Council dealt with each of the objections and provided explanations vide communication dated 15th April, 2026.

4. By way of the present petition, the petitioner seeks quashing and setting aside of the entire tender process initiated pursuant to the e-tender notice dated 20th March, 2026.

5. Having gone through the record, it is evident that, after the issuance of the e-tender notice dated 20th March, 2026, bidders participated in the process. It can be seen from the pleadings in the petition that there is no averment that any bidder raised any objection to such conditions. However, today learned counsel for the petitioner orally submits that one of the bidders raised an objection on 8th April, 2026, i.e., much after the last date of submission of tender, which was 30th March, 2026.

6. Thus, it is evident that none of the bidders has approached this Court, but a person who is not a bidder and claiming to be a Councillor of the Municipal Council, has raised certain objections to the tender conditions. As per the explanations provided by the Municipal Council, Pusad, it is evident that proper explanations have been given to each of the objection raised by the petitioner.

7. The Hon'ble Supreme Court, in the case of ***Tata Cellular Vs. Union of India reported in (1994) 6 SCC 651***, while dealing with the scope of judicial review in tender matters, has observed as under:

“94. The principles deducible from the above are:

- (1) The modern trend points to judicial restraint in administrative action.*
- (2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.*
- (3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.*

(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

(5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.”

8. In the present case, admittedly, the petitioner is not a bidder and has not participated in the tender process, but is a Councillor. Thus, considering the well settled law as referred above, we do not find any merit in the present petition. Accordingly, the petition is **dismissed**. No costs.

(RAJ D. WAKODE, J.)

(ANIL S. KILOR, J.)