



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-02-2026

CORAM

THE HON'BLE MR.JUSTICE V. LAKSHMINARAYANAN

WP No. 7813 of 2026

and

WMP.Nos.8416 & 8417 of 2026

M/s. Vestta Aerospace Corp LLP
Door No. C- 92, No.2, Crimson Dawn,
Nava India Road, Peelamedu,
Coimbatore - 641001
Represented by its Partner,
Mr.Sridar Balanchandar.

..Petitioner(s)

Vs.

The Managing Director,
Tamilnadu Industrial Development Corporation
Ltd.(TIDCO),
19-A, Rukmani Lakshmipathy Road,
Chennai-600 008.

.. ..Respondent(s)

Prayer : This Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorari, calling for the records of the Respondent leading to issuance of Impugned Tender dated 11.02.2026 (vide RFP No. TIDCO/FTO/KOVILPATTI/2025-26/1) and quash the same.

For Petitioner(s) : Mr.ARL.Sundaresan,
Senior Counsel
for Mr.KMC.Arunmogan

For Respondent(s) : Mr.M.Sureshkumar
Addl.Advocate General
Assisted by Mr.Abishek Murthy



ORDER

The Challenge is to the tender notification issued by the respondent for the Establishment of a Flying Training Organisation (FTO) at Kovilpatti in Tuticorn District. Originally, when the Request For Proposal (RFP) was issued, there existed a proviso clause to tender condition 2.2.2 fixing the technical capacity of the bidder. The proviso enabled a person who was not an FTO or a Scheduled Operator or a Non-Scheduled Operator registered and licensed by the Directorate General of Civil Aviation (DGCA) or the Ministry of Civil Aviation, to apply for the tender, subject to obtaining the necessary FTO approvals and licenses within a period of one year.

2. The proviso also stated that, such tenderers, who are yet to be registered should file an undertaking stating that he would get himself registered with the DGCA or the Ministry of Civil Aviation within one year. The petitioner has not been licensed by the DGCA or the Ministry of Civil Aviation and is neither a licensed FTO nor a Scheduled Operator. Hence, he filed the said undertaking, in accordance with the technical capacity fixed in the REP. Earlier, the petitioner filed W.P.No.3933 of 2026, pointing out that despite filing an undertaking affidavit, the petitioner's tender was rejected. This Court entertained the writ petition and called upon the respondents to explain as to why the offer made by the writ petitioner was rejected.



WEB COPY

3. Mr.M.Sureshkumar, learned Additional Advocate General took time to get instructions. He reported on the very next day, that the Tamil Nadu Industrial Development Corporation Limited (TIDCO), the respondent, has taken a decision to withdraw the tender itself and call for a fresh tender. Recording the same, the writ petition was disposed on 09.02.2026.

4. The cause of action for the present writ petition is the deletion of the proviso appended to Clause 2.2.2 in the fresh tender issued on 11.02.2026.

5. Mr.ARL.Sundaresan, learned Senior Counsel appearing for K.M.C.ArunMokan states that the deletion of the proviso to Clause 2.2.2 is arbitrary and vitiated by malafides. He compared the present REP with that issued in the year 2023 and the one, which was the subject matter of W.P.No.3933 of 2026. to urge that the deletion of the proviso to Clause 2.2.2 in the present one is to make the tender tailor made to select a particular entity. Hence, it is arbitrary and the RFP deserves to be interfered with by this Court.

6. I have carefully considered the submissions made by the learned Senior Counsel and have also gone through the records.



7. However, wide the power of this Court be, under Article 226 of the Constitution of India, it does not include the power to rewrite the terms of a tender, or to dictate the authority regarding who should be selected, or how an RFP should be framed. It cannot be disputed that TIDCO had earlier provided a proviso enabling persons to apply and obtain a license within one year from the date of proposal. The first tender of the year 2023 failed and the second tender was withdrawn. In its commercial wisdom, TIDCO has decided to remove the proviso to Clause 2.2.2 and restrict participation only to persons who are already registered with the DGCA. as is clear from Clause 2.2.2(c). The liability condition for participation in a tender is entirely within the jurisdiction of the tender notifying authority. It is not for this Court to state as to who should participate and who should not. The manner in which the terms and conditions of tender are to be drawn up are entirely within the purview of the authority unless and until it is vitiated by bias or tailor made to suit one particular person. All wrongs and imperfections cannot be remedied by way of a Writ Petition. It is hence certain matters are made non-justiciable. When such commercial wisdom cannot be challenged before this Court, due deference must be given to the choice made by TIDCO in rewriting the RFP and fixing the technical qualifications.

8. The petitioner is admittedly not registered with any of the authorities stipulated in Clause 2.2.2 as stated above. When the petitioner is not technically



qualified, it cannot demand for the technical qualifications to be relaxed in order to enable the petitioner to participate. As the entire process of fixing the eligibility for persons for executing the work falls within the domain of the Tender Inviting Authority, unless and until malafide is specifically alleged and established, this Court should not interfere with the fixation of the technical qualifications. It is also be noted that no specific allegations of malafides have been made against the respondent.

9. In the light of the above discussion, I do not find any merit in the writ petition. Hence, this Writ Petition stands dismissed. No costs. Consequently, connected miscellaneous petition is closed.

26-02-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
KKD

To

The Managing Director,
Tamilnadu Industrial Development Corporation Ltd,
(TIDCO), 19-A, Rukmani Lakshmipathy Road,
Chennai – 600 008.



WEB COPY

WP No. 7813 of 2



V.LAKSHMINARAYANAN, J.

KKD

WP No. 7813 of 2026

26-02-2026