



W.P.No.10784 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.03.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

WP No.10784 of 2026
and WMP Nos.11708 and 11709 of 2026

I-Net Secure Labs Private Limited,
Rep. By its Director, Haritha G
Old.No.569/New No.914,
Poonamallee High Road,
Arumbakkam, Chennai - 600106.

Petitioner(s)

Vs

1. The Election Commission of India,
Nirvachan Sadan, Ashoka Road,
New Delhi - 110011.
2. The Chief Electoral Officer
Public (Elections II) Department,
1st Floor, Main Building, Secretariat,
Chennai - 600009.
3. The Additional Chief Electoral Officer
and Additional Secretary to Government,
Public (Elections) Department, Secretariat,
Chennai - 600009.

Respondent(s)



W.P.No.10784 of 2026

PRAYER: Petition filed under Article 226 of the Constitution of India seeking issuance of a writ of certiorarified mandamus calling for the records of the impugned Tender Ref.No.5/2026/900, dated 03.03.2026, issued by the 3rd Respondent in so far as the Eligibility criteria in Tender Condition 4, Sl. No 1 and Condition 4, Sl. No 5 and quash the same and consequently direct the 3rd Respondent to modify the said tender conditions so as to permit consortium and bring the turnover criteria in tune with the conditions followed in the previous tenders and similar tenders in other States, thereby accepting a cumulative turnover or an average annual turnover of a proportionate value of the estimate value of the tender

For Petitioner: Mr.Siddharth Mridul
Senior Counsel and
Mr.V.Raghavachari
Senior Counsel
for Mr.V.P.K.Gowtham

For Respondent(s): Mr.Niranjan Rajagopalan
for M/s.G.R.Associates

ORDER

(Order of the Court was made by the Hon'ble Chief Justice)

Challenging certain conditions imposed in the e-Tender dated 3.3.2026 for Live Webcasting in the Polling Stations on the day of Polling and Recording on the day of Counting for the General Elections to Tamil Nadu Legislative Assembly, 2026, the present writ petition is filed.



W.P.No.10784 of 2026

2.1. The case of the petitioner is that the petitioner is a company incorporated under the Companies Act and is engaged in providing large-scale election webcasting and surveillance services across India and has substantial experience in executing similar assignments in several States, including Tamil Nadu, and has cumulatively deployed more than 1,80,000 cameras for polling station webcasting and more than 8,000 CCTV cameras in counting centres over the past seven years.

2.2. It is further stated that the impugned tender prescribes highly restrictive eligibility conditions which effectively exclude the petitioner and several other technically competent bidders from participating in the tender. The tender mandates that bidders must possess an average annual turnover of Rs.100 Crores during the last three financial years and also prohibits participation through Joint Venture or Consortium. The petitioner submits that these conditions are arbitrary, disproportionate and contrary to established procurement norms.



W.P.No.10784 of 2026

2.3. It is averred that the estimated value of the project is approximately Rs.120 Crores, whereas the prescribed turnover requirement is Rs.100 Crores average annual turnover, which is excessive and inconsistent with prevailing procurement guidelines. Further, previous election webcasting tenders in Tamil Nadu and other States have permitted consortium participation and adopted more reasonable turnover criteria. Despite the petitioner submitting representations and pre-bid queries requesting rationalisation of the turnover requirement and permission for consortium participation, the respondents rejected the same mechanically without assigning any reasons. Hence this Writ Petition.

3.1. Learned Senior Counsel appearing on behalf of the petitioner submitted that the eligibility criteria stipulating requirement of Rs.100 Crores average annual turnover is disproportionate to the nature and scope of the project and is, therefore, liable to be struck down. The said condition restricts technically competent persons from participating in the tender process, merely on financial criteria, is, therefore, violative of the principles of natural justice and the principles enshrined in Article



W.P.No.10784 of 2026

14 of the Constitution of India, by destroying the level playing field among the technically qualified persons as the financial eligibility requirement of Rs.100 Crores average annual turnover has no rational nexus to the object of the present tender.

3.2. It is further submitted that the impugned turnover criteria cannot be made applicable to the technically qualified MSME entities and the petitioner being a technically qualified MSME entity, it cannot be excluded from participation solely on the basis of disproportionately high turnover criteria alone.

3.3. The next plank of argument of learned Senior Counsel for the petitioner is that the impugned condition prohibiting consortiums is highly restrictive and such restriction would only allow one or two entities in the industry to be benefitted by the tender process and eliminating almost all competitors. In other words, he submitted that the impugned tender conditions appear to be tailor-made to restrict participation to a very small number of participants, thereby defeating the objective of competitive tendering.



W.P.No.10784 of 2026

WEB COPY

3.4. It is further submitted that in the Assam Elections, 2026 and West Bengal Elections, 2026, the turnover requirement is much less compared to Tamil Nadu. For Assam Elections, the annual turnover stipulated is minimum Rs.40 Crores and for West Bengal the turnover stipulated is cumulative turnover of Rs.150 crores for last three financial years and, therefore, there is gross discrimination.

3.5. In effect, it is submitted that the third respondent may be directed to modify the tender conditions so as to permit consortium and bring the turnover criteria in tune with the conditions imposed in the previous tenders and similar tenders in other States.

4.1. Per contra, learned counsel for the respondents submits that compared to the earlier tender issued for the 2024 elections, the scale of work has increased substantially. In earlier elections, webcasting facility was proposed in 45,000 polling stations,



W.P.No.10784 of 2026

whereas, for the present elections, webcasting facility is proposed in approximately 75,032 polling stations with two cameras each, besides cameras required at counting centres.

4.2. It is further submitted that the successful bidder is also required to provide one personnel at each polling station, i.e., 75,032 personnel have to be deployed for this purpose and, therefore, the bidder should possess the capacity to procure, supply and install the large number of cameras and related equipment at short notice, apart from mobilizing the necessary manpower and internet connectivity infrastructure for the same.

4.3. It is also submitted that the restriction imposed on the participation of the consortium is well-reasoned, because there is limited time available for deployment and it would be ideal to require the bidders themselves to possess the requisite experience and capacity to execute the work independently. In a consortium arrangement, the responsibilities are shared between multiple entities and any dispute arising between the consortium members may adversely affect the timely execution of the work.



W.P.No.10784 of 2026

WEB COPY

4.4. It is also contended that the tender conditions have been framed and upgraded based on the experience gained in the conduct of past elections and are not tailored to suit the individual requirement of any particular bidder. The requirements in each State vary depending upon its peculiar circumstances, including the number of polling stations, geographical spread and administrative considerations. Any alteration of the eligibility conditions at this stage would have a ripple effect on the tender process and would open a Pandora's box of competing claims and commercial considerations.

5. We have heard learned counsel on either side and perused the documents filed in support of this petition.

6. Before adverting to the merits of the matter, it is apposite to refer to the tender conditions which are challenged by the petitioner hereunder:

"(i) The Bidder should have executed live web streaming using IP based HD web cameras with



W.P.No.10784 of 2026

audio & video from multiple locations, in not less than 1,00,000 cameras for web streaming at Polling Stations in India and 2,500 CCTV cameras for counting in counting halls cumulatively on behalf of Election Commission of India during the Last 3 Years as on date of notice inviting tender.

(ii) The Bidder should have an average annual turnover of Rs.100 Crores and above, in the last three audited financial years (2022-23, 2023-24 & 2024-25)."

7. In the case at hand, the primordial challenge is to the aforesaid two tender conditions on the ground that they are arbitrary, discriminatory, and unreasonable.

8. In an epoch-making judgment in the case of *Tata Cellular v. Union of India*¹, the Supreme Court delineated the scope of judicial review in tender/contract matters as under:

"94. The principles deducible from the above are:

(1) The modern trend points to judicial restraint in administrative action.

¹(1994) 6 SCC 651



(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."*

[emphasis supplied]

9. The Supreme Court in the case of *Michigan Rubber (India)*

*Ltd. v. State of Karnataka*², held thus:

"23. From the above decisions, the following principles emerge:

(a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for

²(2012) 8 SCC 216



striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government.



W.P.No.10784 of 2026

24. Therefore, a court before interfering in tender or contractual matters, in exercise of power of judicial review, should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone; or whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached"? and

(ii) Whether the public interest is affected?

If the answers to the above questions are in the negative, then there should be no interference under Article 226."

[emphasis supplied]

The Supreme Court emphatically held that greater latitude is required to be given to the authorities and that certain preconditions or qualifications for tenders have to be laid down to



W.P.No.10784 of 2026

ensure that the contractor has the capacity and the resources to successfully execute the work.

10. In *Directorate of Education and others v. Educomp Datamatics Ltd and others*³, while examining a tender notice which stipulated turnover of Rs.20.00 Crores as a condition of eligibility, the Supreme Court held that the Government must have a freehand in stipulating the terms of the tender and that it must have reasonable play in the joints as a concomitant necessary for an administrative body in administrative sphere. The winged words of the Apex Court in this regard are reproduced herein under:

*"12. It has clearly been held in these decisions that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract. **That the Government must have a free hand in setting the terms of the tender. It must have reasonable play in its joints as a necessary concomitant for an administrative body in an administrative sphere.** The courts would interfere with the administrative policy decision only if it is arbitrary, discriminatory, mala fide or actuated by bias. It is entitled to pragmatic*

3(2004) 4 SCC 19



W.P.No.10784 of 2026

adjustments which may be called for by the particular circumstances. The courts cannot strike down the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wiser or logical. The courts can interfere only if the policy decision is arbitrary, discriminatory or mala fide.”

[emphasis supplied]

11. The law enunciated in the aforesaid decisions adumbrates that the scope of judicial review in tender process is extremely limited. The tender floating authority is the best judge of its requirements and unless arbitrariness or mala fide on the part of the tendering authority is alleged, the court's interference should be minimal.

12. The respondents, in their written note endorsed by the third respondent, have categorically stated that the scale of work when compared to the elections of 2024 has substantially increased. It is averred therein that “*webcasting is now proposed in approximately 75,032 polling stations with two cameras each, resulting in installation of nearly 1,50,000 cameras across the*



W.P.No.10784 of 2026

State, apart from cameras required at counting centres". The requirement has grossly increased from the previous requirement of one camera each in 45,000 polling stations.

13. That apart, the asseverations are to the effect that the *"successful bidder is required to provide one personnel at each polling station, totalling approximately 75,032 personnel to be deployed for the purpose. The bidder must therefore possess the capacity to procure, supply and install the large number of cameras and related equipment at short notice, apart from mobilizing the necessary manpower and internet connectivity infrastructure for the same"*.

14. On the issue of restriction on participation of consortiums, it is stated that *"the responsibilities are shared between multiple entitled and any default on the part of one partner, or any dispute arising between the consortium members, may adversely affect the timely execution of the work. Having regard to the time-bound and sensitive nature of election-related activities, it was therefore considered appropriate to require that the bidder/prime bidder itself*



W.P.No.10784 of 2026

possess the necessary technical capability, experience and resources to execute the work without dependence on consortium partners."

15. On considering the aforesaid averments in the light of the submissions advanced by learned Senior Counsel for the petitioner, we find no shred of material to prove arbitrariness, perversity, mala fide or bias that would warrant judicial interference. When the respondents have categorically averred that the tender is floated having regard to the time-bound and sensitive nature of election-related activities, and nothing in rebuttal is produced by the petitioner, we do not find any merit in the submissions advanced by learned counsel for the petitioner. Moreover, we are conscious of the ruling of the Apex Court to the effect that the tender floating authority is empowered to stipulate certain preconditions or qualifications to ensure that the contractor has the capacity and the resources to successfully execute the work.

16. This Court is of the view that the conditions of the tender cannot be altered/modified to make it suitable to the petitioner, as



W.P.No.10784 of 2026

the best person to frame the terms and conditions of the tender is the tender making authority, who has the necessary technical and administrative expertise.

17. In view of the aforesaid finding arrived at, we are not delving into the other authorities cited across the bar on either side.

For the foregoing reasons, the writ petition is dismissed. There shall be no order as to costs. Consequently, interim applications stand closed.

(SUSHRUT ARVIND DHARMADHIKARI,CJ) (G.ARUL MURUGAN,J)
17.03.2026

Index : Yes/No
Neutral Citation : Yes/No
sasi



W.P.No.10784 of 2026

To:

WEB COPY

1. The Election Commission of India,
Nirvachan Sadan, Ashoka Road,
New Delhi - 110011.
2. The Chief Electoral Officer
Public (Elections II) Department,
1st Floor, Main Building, Secretariat,
Chennai - 600009.
3. The Additional Chief Electoral Officer
and Additional Secretary to Government,
Public (Elections) Department, Secretariat,
Chennai - 600009.



WEB COPY



W.P.No.10784 of 2026

THE HON'BLE CHIEF JUSTICE
AND
G.ARUL MURUGAN,J.

(sasi)

WP No.10784 of 2026

17.03.2026