



W.P.Nos.47323 and 47327 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 02.02.2026

PRONOUNCED ON: 12.02.2026

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

W.P.Nos.47323 and 47327 of 2025
and W.M.P.Nos.52834, 52833, 52827 and
52830 of 2025

M/s. URC Construction (P) Limited,
Represented by its Authorised Signatory,
Mr.K.Vijayakumar,
No.119, Powerhouse Road,
Erode – 638 001

...Petitioner in both W.Ps

-VS

1. Chennai Metro Rail Limited,
A Joint Venture of Government of India
and Government of Tamil Nadu
Represented by its Chief General Manager,
METROS, Nandanam, Anna Salai,
Chennai 600 035



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2. Chennai Metro Asset Management Limited,
Represented by its Chairman,
Chennai Metro Rail Limited,
METROS, Nandanam, Anna Salai,
Chennai 600 035.

...Respondents in both W.Ps

Prayer in W.P.No.47323 of 2025: Writ Petition is filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus, calling for the records of the 2nd respondent, relating to the notification dated 04.11.2025 bearing No.NIT CMAML /CP/ TDR-50-CON/ 2025 discharging the tender related to “Design and construction of Civil, Structural, Architecture, MEP, HVAC, Lifts, Landscaping and all Associated Works for establishment of Integrated Bus Terminal Cum Commercial / Office development at Vadapalani Bus Depot and quash the same and consequently direct the 2nd respondent to accept the petitioner’s bid dated 30.07.2025 and award the contract for the “Design and Construction of Civil, Structural Architecture, MEP, HVAC, Lifts, Landscaping and all Associated Woks for establishment of Integrated Bus Terminal cum Commercial / office development at Vadapalani Bus Depot” to the petitioner herein.



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Prayer in W.P.No.47327 of 2025: Writ Petition is filed under Article 226 of the Constitution of India to issue a Writ of Certiorari Mandamus, calling for the records of the 2nd respondent relating to the Tender Notice dated 05.11.2025 bearing no NIT No.CMAML/CP/TDR- 10 -CS-DDC/ 2025 towards “Detailed Design of Integrated Bus Terminal cum Commercial/Office Development at Vadapalani Bus Depot” and quash the same.

For Petitioner : Mr.A.L.Somayaji, Senior Advocate
in both W.Ps for Mr.J.Rishikesh

For Respondents : Mr.Raghavendra Ross Divakar
1 and 2 in both W.Ps

COMMON ORDER

W.P.No.47323 of 2025 has been filed for the following relief:

*“To issue a Writ of Certiorarified Mandamus,
calling for the records of the 2nd respondent, relating
to the notification dated 04.11.2025 bearing No.NIT
CMAML/CP/TDR-50-CON/2025 discharging the*



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tender related to “Design and construction of Civil, Structural, Architecture, MEP, HVAC, Lifts, Landscaping and all Associated Works for establishment of Integrated Bus Terminal Cum Commercial / Office development at Vadapalani Bus Depot and quash the same and consequently direct the 2nd respondent to accept the petitioner’s bid dated 30.07.2025 and award the contract for the “Design and Construction of Civil, Structural Architecture, MEP, HVAC, Lifts, Landscaping and all Associated Woks for establishment of Integrated Bus Terminal cum Commercial / office development at Vadapalani Bus Depot” to the petitioner herein.



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W.P.No.47327 of 2025 has been filed for the following relief:

“To issue a Writ of Certiorari Mandamus, calling for the records of the 2nd respondent relating to the Tender Notice dated 05.11.2025 bearing no NIT No.CMAML/CP/ TDR- 10 -CS-DDC/ 2025 towards “Detailed Design of Integrated Bus Terminal cum Commercial/Office Development at Vadapalani Bus Depot” and quash the same.”

2. Considering the fact that the genesis for both the writ petitions are one and the same, a common order is being pronounced.

3. Factual Matrix

The factual matrix giving rise to the above writ petitions are as follows:-



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(i) On 29.05.2025, the 2nd respondent had invited tenders for a project which is titled “Design and Construction of Civil, Structural, Architecture, MEP, HVAC, Lifts, Landscaping and all Associated Works for the establishment of Integrated Bus Terminal Cum Commercial / Office development at Vadapalani Bus Depot”. The last date for submission of the bids was 30.07.2025. The contract in question was a “Turn-key” or in other words a “design and build” contract, placing the entire responsibility on the tenderer starting from the detailed investigation and design up to the construction and commissioning. Since this was a “lump-sum” tender, persons bidding were required to possess significant resources.

(ii) It is the case of the petitioner that they had submitted a bid on 30.07.2025. The petitioner qualified for the technical bid and after the opening of the price bid, they were declared the lowest bidder at a sum



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of Rs.5.18 crores, which was 6.95% lower than lowest bidder(L2).

Thereafter, a series of four meetings were held between the petitioner and the respondents. On 14.10.2025 and 17.10.2025, the 1st respondent had called the petitioner for negotiations and to submit their important credentials. In the first of these meetings held on 16.10.2025, the respondents had requested the petitioner to offer discounts and the petitioner had offered a discount of 1.50% in total subject to the condition that a discount of 0.75% would be granted if land is provided for the workers' inside the campus and the remaining 0.75% if land for a batching plant was provided within the campus. The 2nd negotiation was held on 22.10.2025, during which further reductions were discussed and the petitioner had informed the respondents that the contract value quoted by them was lower than the value based on CPWD DPAR and the petitioner's original estimate.



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(iii) It is the case of the petitioner that during these negotiations, the respondents had repeatedly requested the petitioner to share commercially sensitive and proprietary data. Though these details were the petitioner's exclusive Intellectual Property, the petitioner, on the belief that the work order would be issued to them, forwarded confidential pricing details and technical data vide e-mail dated 21.10.2025. It is thereafter that the 2nd negotiation meeting had taken place on 22.10.2025.

(iv) Since the details requested had been handed over, the petitioner, vide their detailed letters dated 24.10.2025 and 27.10.2025, after setting out the factual details of the bid and the negotiations, had requested for grant of work order. However, to their shock and surprise they received a notification via respondents' portal on 04.11.2025 stating that the subject tender had been discharged. No reasons were



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given for the said decision and the same was a unilateral decision. This notification is the subject matter of W.P.No.47323 of 2025.

(v) On the very next day, i.e 05.11.2025, the respondents had issued a fresh tender for the very same project but limiting the scope to “Detailed Design only”. Thereafter, on 12.11.2025, the 1st respondent called upon the petitioner to collect the original EMD for which also there was no explanation. On receipt of the said communication, the petitioner had sent a detailed representation dated 14.11.2025 to the 1st respondent highlighting the arbitrary and unilateral cancellation made by the respondents. Challenging the fresh tender dated 05.11.2025, W.P.No.47327 of 2025 was filed by the petitioner.

4. Grounds raised by the petitioner:

(i). The petitioners have challenged the tender by contending that the Discharge Order dated 04.11.2025 was patently arbitrary and



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legally perverse, as the respondents were duty bound to act fairly and reasonably. The respondents, having effectively induced the petitioner to disclose their commercially sensitive details under the guise of negotiations, proceeded to discharge the tender after surreptitiously obtaining the technical details from the petitioner.

(ii). The discharge of the tender was totally unreasonable, inasmuch as the petitioner's bid was 6.95% lower than L2 and by once again resorting to the tender process, the respondents were incurring higher costs which is contrary to the public interest. The respondents have not satisfactorily explained as to how the “Design and Build” model was converted to “Detailed Design only”. The floating of subsequent tender not only creates further delay but would also result in price escalation thereby causing revenue loss. Therefore, the petitioner had filed these writ petitions.



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5. Counter affidavit of the respondents:

(i) The 2nd respondent had filed identical counters in both the writ petitions. The main plank of the defence of the respondents is that the petitioner's bid amount was 18.78% higher than the respondents' approved estimate of Rs.436.10 crores. The petitioner, in the course of negotiations, had contended that the estimate for the works under the tender did not include certain items and that therefore, the bid amount was justified. The 2nd respondent thereupon requested the petitioner to share the detailed estimate to understand the alleged missing components in the approved estimate of the 2nd respondent. In response, the petitioner had submitted an abstract of quantities of various items along with their rates. The information did not include the detailed quantity break-up, rate analysis, construction methodology, drawings and the materials that was submitted did not justify the bid amount.



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(ii) On 24.10.2025, the petitioner had once again reiterated that their bid amount was justifiable and offered a rebate of 1.50%, however, with conditions. The conditions were that, out of the rebate of 1.50%, 0.75% would be granted if the respondents were to provide space for setting up workmen's quarters within the work area and the remaining 0.75% if space for setting up a batching plant was provided within the respondents' land. Since the rebate offered was totally insignificant, the Tender Evaluation Committee recommended for discharge of the tender and to work out an alternate procurement strategy. Therefore, in terms of Clause 39.1 of the Instructions to Bidders, the tender was discharged on 04.11.2025 and on 05.11.2025, a fresh tender was notified only for detailed design. The respondents, therefore, sought for dismissal of the writ petitions, stating that the decision to discharge the tender was on account of the inability on the part of the petitioner's to provide a viable rate.



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6. Rejoinder to the counter:

In the rejoinder, the petitioner has sought to counter the allegations contained in the counter affidavit by stating that it was only during the negotiations that the respondents contended that the petitioner's quoted price was higher than the estimated cost. The estimated cost was never made known to the bidders. Therefore, the petitioner would pray that the writs be allowed, the discharge be set aside and the subsequent tender be quashed.

7. Submissions made on behalf the petitioner

(i) Mr.A.LSomayaji, learned senior counsel appearing on behalf of the petitioner would submit that on 09.09.2025, the petitioner was declared the lowest bidder(L1) at Rs.5.18 Crores while the next bidder(L2) had quoted Rs.5.54 Crores. Thereafter, the petitioner was invited for negotiations on 16.10.2025 vide the respondents' letter dated 14.10.2025. After the negotiations held on 16.10.2025, the petitioner



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was once again called for discussions on 22.10.2025 which was communicated to the petitioner vide the 1st respondent's letter dated 17.10.2025. During the course of negotiations, the petitioner was asked to share the detailed itemised break-up of costs, the methodology adopted for submitting the quotations and the confidential technical drawings and underlying price assumptions. These details were made available to the respondents through an email dated 21.10.2025. Thereafter, since there was no further follow up, the petitioner had sent a letter dated 24.10.2025 wherein they had explained that their quoted price was 8.29% less when compared to CPWD PAR 2023 plus the updated Cost Index for the year 2025, 11.43% less than the CPWD PAR 2025 and 6.22% less than the petitioner's BOQ with price break-up. In the said communication, the petitioner once again reiterated their offer of a rebate of 0.75% on total quoted amount, excluding the provisional sum, GST and Labour cess if space is provided within the site for workmen's camp and 0.75% if space is provided for setting up



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a batching plant facilities within the site. The letter also highlighted the fact that the petitioner had completed a number of projects in Phase-I of the CMRL, which included the metro headquarters building at Nandanam and was also currently engaged in ongoing projects.

(ii) The learned senior counsel would submit that the difference in price between the petitioner and L2 was nearly 6.95% and that the petitioner had also furnished the details as to how their estimated price was 8.29 % less than CPWD PAR 2023 plus the applicable cost index, as set out in Annexure-I, that their estimate cost was 11.43% less than CPWD PAR 2025 in Annexure-II and that their quoted price was 6.22% less when compared with their BOQ with price breakup in Annexure -III to the letter dated 24.10.2025. Since the letter of award was not issued to them, the petitioner had addressed a letter dated 27.10.2025 to the respondents. In the said letter, the petitioner had informed the respondents that any attempt to cancel the lump-sum



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tender and invite a fresh tender was not only a bad industry practice but was also against business ethics more particularly if such action were to be taken after the respondents had obtained the highly proprietary and confidential data, which would be prejudicial and detrimental to the petitioner's commercial interest and would amount to misappropriation of their intellectual properties. It was after receipt of the said letter that the discharge order dated 04.11.2025 had been issued.

(iii) The learned senior counsel would draw the attention of this Court to the fact that this communication does not disclose any reason whatsoever for arriving at the decision for discharge. Further, the fresh tender issued on 05.11.2025 was only with reference to design and was not a “design and construct” as contemplated in the earlier bid. The learned senior counsel would submit that the reason for the huge difference between the estimate of the respondents and the price quoted



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by the petitioner was on account of the fact that the respondents had adopted the plinth area cost of the year 2023 for the tender floated in May 2025. He would further argue that the respondents are duty bound to assign reasons for cancelling the contract and issuing a fresh tender. In this regard, he would place reliance on Section 12(2) of the Tamil Nadu Transparency in Tenders Act (hereinafter referred to as “the Act”) which provides that where the tender accepting authority decides to cancel the tender, it shall record the reasons for the same. That apart, he would submit that the respondents cannot be permitted to improve their case during the course of proceedings before this Court. In this regard, he would rely upon the judgment reported in ***(1978) 1 SCC 405 [Mohinder Singh Gill and another Vs The Chief Election Commissioner, New Delhi and Others]*** and in particular, paragraph 8 therein.



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(iv) In support of his argument that the tender cannot be cancelled in an arbitrary fashion, the learned senior counsel would rely upon the judgment reported in *(2024) 15 SCC 461 [Subodh Kumar Singh Rathour Vs. Chief Executive Officer and Others]* with particular reference to paragraphs 45, 46, 57.2, 57.5, 62, 67, 130 and 134. Likewise, he would rely upon the judgment reported in *2026 SCC Online 24 (Golden Food Products India Vs. State of U.P and Others)* with reference to paragraph 32. He would therefore submit that the cancellation of the earlier tender was bad in law and that the new tender dated 05.11.2025 ought to be set aside.

8. Submissions made on behalf of the respondents:

(i) Per contra, Mr.Raghavendra Ross Divakar, learned counsel appearing on behalf of the respondents would draw the attention of this Court to the minutes dated 16.10.2025 and 22.10.2025 wherein even in the 1st meeting held on 16.10.2025, the Tender Evaluation committee



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has observed that the petitioner's quoted amount of Rs.5.18 crores was 18.78% (Rs.81.390 crores) higher than the estimated cost of Rs.436.10 crores and therefore, the petitioner was asked to provide a detailed price break-up of the quoted amount.

(ii) The learned counsel would further submit that the reasons for the difference in price were also discussed in the said minutes and that the petitioner had made it clear that they were willing to offer a rebate of 1.50% on the quoted amount subject to permission being granted to establish the batching plant and labour camp within the work area. Thereafter, since the price quoted was found to be substantially higher than the estimated cost, the Tender Evaluation Committee had recommended the discharge of the tender and to proceed with the re-tendering after reviewing the technical requirements and revising the cost estimate accordingly.



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(iii) The Tender Evaluation committee had decided to adopt an item-rate tendering process for the building works in order to arrive at a more realistic estimate. The minutes further indicates that the very negotiations were convened only on account of the fact that the quoted amount was higher than the estimated cost.

(iv) The learned counsel would thereafter draw the attention of the Court to the disclaimer contained in the tender documents with particular reference to Disclaimer-1e, which clearly states that the 2nd respondent reserves the right to accept or reject any tender without informing the affected bidder of the grounds for the said action. The very same disclaimer is reiterated in the General Instructions to Bidders, Clause 39.1 wherein it is clearly stipulated that the employer namely the 2nd respondent reserves their right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract without assigning any reasons and



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without incurring any liability to the bidders. In case of discharge of the tender, the bid securities were to be promptly returned to the bidders.

(v) He would submit that the rejection has taken place even prior to the discharge of the contract and that intimation was also promptly given to the petitioner to collect the bid securities. That apart, he would submit that, by their letter dated 30.07.2025, the petitioner had clearly acknowledged that they understood that the respondents were not bound to accept the lowest evaluated bid or any other bid. He would submit that in the light of the above, the petitioner cannot now seek to question the cancellation.

(vi) He would rely upon Section 10(3) of the Act, which provides that if the tender accepting authority decides that the price of the lowest tender is higher with reference to the prevailing market rate, it may



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negotiate for reduction of price with the tenderer, notwithstanding the provisions of Section 10(2) of the Act. Further Section 12(1) of the Act empowers the authority to reject the tender where the price quoted is higher than the percentage prescribed over the schedule of rates or the prevailing market rates. In the case on hand, the price quoted was 18.87% more than the estimated price. Therefore, the respondents are well within their right to reject the tender and proceed with a fresh tender.

(vii) The learned counsel would rely upon the unreported judgment of the Hon'ble Supreme Court in ***IJM Corporation Berhad Vs National Highways Authority of India and Another*** in SLP(C) No.10811 of 2022 which was a case where the Successful bidder, who had fulfilled the eligibility criteria under the RFB (Required for Proposal) and had quoted a high premium, found that the tender was suddenly annulled by the National Highways Authority of India



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without assigning any reasons, against which writ proceedings were initiated. In the Special Leave Petition, it was contended by the petitioner therein that the expectations of the National Highways Authority of India had not been disclosed in the tender documents, and that an expected premium of 10.77% was sought to be relied upon only at a later stage. The challenge by the tenderer was dismissed against which, the SLP had been filed. The learned Judges, taking note of the fact that the bid document clearly provides for the authority to reject or annul bids without giving , proceeded to dismiss the SLP.

(viii) The learned counsel would rely upon another unreported judgment of the Hon'ble Supreme Court in ***S.L.P(C) Nos.12353-12355 of 2011[The Principal Chief Conservator of Forest and Others Vs. Suresh Mathew and Others]*** which was also a case of cancellation of an earlier tender and re-tendering. The learned Judges, relying upon the tender notice wherein the bidding authority had reserved its right to



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modify / cancel any or all bids without assigning any reason, upheld the decision of the tender notifying authority and set aside the order passed by the High Court. He would, therefore, submit that the facts of said case would apply to the facts of the case on hand.

9. In reply to the argument of the learned counsel for the respondents, the learned senior for the petitioner would submit that the basis on which the estimated cost had been arrived at was on the 2023 price and not on the 2025 price index. Therefore, the entire proceedings are flawed.

10. Heard the learned counsels on either side and perused the materials available on record.



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11. Discussions:

(i) On a perusal of the documents and the rival submissions, the crux of the matter is whether the respondents had the right to cancel / annul / discharge the tender without assigning details and whether the reasons now put forth are sustainable.

(ii) Admittedly, the petitioner was L1, having quoted a sum of Rs.5.18 Crores, which was 6.92% less than the price quoted by L2. A perusal of the terms of the tender, particularly the Disclaimer Clause F of the tender document and the General Instructions issued to tenderers under Clause 39 clearly indicate that it is well open to the tender inviting authority to cancel the tender process and reject all tenders at any time prior to the award of contract, without informing the affected bidder of the grounds of such action.



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(iii) This right has been acknowledged by the petitioner in their letter dated 30.07.2025 wherein they have clearly stated that they understood that the respondents were not bound to accept the lowest evaluated bid or any other bid that they may receive. These clauses are in sync with Section 12(1) of the Act. Section 12(1) of the Act reads as follows:

12. Acceptance of tender

(1) The tender accepting authority shall accept the tender which is the lowest tender in accordance with the evaluation criteria prescribed:

(iv) A perusal of the minutes of the meeting held on 16.10.2022 and 22.10.2022 clearly indicates that the first negotiation meeting held on 16.10.2025, the Tender Evaluation Committee had observed that the petitioner's quoted amount was 18.87% higher than the estimated cost of Rs.436.10 crores. Therefore, on the very 1st day of the negotiation the petitioner was well aware that their quoted price was



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higher than the estimates cost and it is not a reason that has been put forward in the defence to the writ petition. The very negotiation meeting was convened only on the account of quoted price being over and above the estimated price. The petitioner was directed to give a detailed breakup of the quoted amount, which, according to the minutes, was shared with the respondents on 22.10.2025. The minutes would further show that the reasons for the difference in costing as against the respondents' estimate was on account of the following:

The respondents has adopted a top-down construction method, whereas and the bidder had adopted a bottom-up construction methodology with soil anchoring for diaphragm wall/basement construction.

Further, the respondents' estimate included waterproofing only for podium slab whereas the respondents had considered water proofing for the entire ground floor slab. During the negotiation, the petitioner



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had informed the respondents that the amount quoted was justifiable in the light of the risk associated with design and construction of a two basement + ground + 12 structure and they had offered a rebate of only 1.50% that too subject to the condition that the respondents permit the petitioner to establish a batching plant and labour quarters inside the work area.

(v) In the light of the above stand taken by the petitioner, the respondents being the tender inviting authority had decided that the price was neither competitive nor viable. Therefore, the Tender Evaluation Committee had decided to discharge the tender and proceed with a fresh tender. This decision cannot be found fault with, inasmuch as the petitioner namely the bidder had clearly expressed its final stand with reference to price and the respondents had found the quoted price to be higher. Section 12(1) of the Act expressly empowers the tender accepting authority to reject the tender where the quoted



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price is higher. The respondents have only exercised the statutory right vested in them under the Act.

(vi) Further, even in the judgments relied upon by the respondents, namely **(2024) 15 SCC 461 and 2026 SCC Online 24**, the cancellation had taken place post the award of work. In fact, in **(2024) 15 SCC 461**, the Hon'ble Supreme Court had elaborately discussed the scope of judicial review in contractual matters in paragraphs 45 and 46 which read as follows:

“45. Over a period of time the courts recognised the crucial role of judicial oversight in preventing the abuse of power and maintaining public confidence in the administrative process. Courts developed various doctrines and principles to guide their review, such as the principles of natural justice, reasonableness and proportionality. These principles ensured that the administrative actions are not arbitrary, discriminatory or capricious. By enforcing such standards, the courts also ensured that the rule of law was maintained and the individual rights were protected.

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46. The interplay between judicial review and administrative discretion has been a dynamic process. As new challenges and complexities kept on arising before the courts as regards the State's actions and governance, it continued to refine its approach. This ongoing dialogue between the courts and the executive branch contributed to the development of a more accountable and transparent administrative framework, paving the way for the exercise of judicial review even in the realm of contractual disputes to achieve a fine balance between efficiency and fairness in policy decisions on the one hand and the rights of individuals and overall public interest on the other.”

(vii) In paragraph 67, the Hon'ble Supreme Court had laid down that the test to be applied is to assess as to whether there is any discernible principle emerging from such action and if so, whether the same satisfies the test of reasonableness. Once this test is satisfied, it cannot be stated that the action is arbitrary. The learned Judges have

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further set out the yardsticks that can be applied to find out whether an administrative action is arbitrary in paragraph Nos.71 and 73 of the judgment.

“71. To ascertain whether an act is arbitrary or not, the court must carefully attend to the facts and the circumstances of the case. It should find out whether the impugned decision is based on any principle. If not, it may unerringly point to arbitrariness. If the act betrays caprice or the mere exhibition of the whim of the authority it would sufficiently bear the insignia of arbitrariness. In this regard supporting an order with a rationale which in the circumstances is found to be reasonable will go a long way to repel a challenge to State action. No doubt the reasons need not in every case be part of the order as such. If there is absence of good faith and the action is actuated with an oblique motive, it could be characterised as being arbitrary. A total non-application of mind without due regard to the rights of the parties and public interest may be a clear indicator of arbitrary action.



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73. Thus, the question to be answered in such situations is whether the decision was based on valid considerations. This is undertaken to ensure that the reasons assigned were the true motivations behind the action and it involves checking for the presence of any ulterior motives or irrelevant considerations that might have influenced the decision. The approach of the court must be to respect the expertise and discretion of administrative authorities while still protecting against arbitrary and capricious actions. Thus, now the only question that remains to be considered is: whether the action of the respondent to cancel the tender could be termed as arbitrary?

(viii) In the case on hand, the minutes of the negotiation meetings held on 16.10.2025 and 22.10.2025 clearly indicate that the only basis for the negotiations was the higher cost that had been quoted by the bidder namely the petitioner. The petitioner, who had quoted a price 18.76% higher than the estimated cost, after negotiations agreed to offer only a rebate of 1.50%, which was not acceptable to the

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respondents. Considering the final and unequivocal stand taken by the petitioner to restrict the rebate to 1.50%, the tender-notifying authority, namely, the 2nd respondent, was well within its right not to proceed further with the contract, as there was no meeting point between the parties with reference to the cost.

(ix) Further as stated supra, the tender documents had conferred upon the respondents to cancel the bid prior to the issuance of the work order without assigning the reasons. Here, the respondents, even on the 1st day of negotiation, had clearly stated that the price quoted by the petitioner was higher. Therefore, it cannot be stated that the cancellation was effected without assigning reasons. Viewed from any angle, the action of the respondents cannot be found fault with. The filing of the present writ petition by the petitioner appears to be an attempt to compel the respondents to accept the quoted price. Accordingly, W.P.No.47323 of 2025 is dismissed.



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(x) Since this Court finds that no arbitrariness in the action of the respondents in discharging /annulling the tender, the decision to call for a fresh tender by adopting an item rate tender system cannot be found fault with, particularly when the Tender Evaluation Committee had decided that such a tendering approach was in order to arrive at a more realistic estimate. Accordingly, W.P.No.47327 of 2025 is dismissed. No costs. Consequently connected miscellaneous petitions are closed.

12.02.2026

Index : Yes/No
Internet :Yes/No
Neutral Citation : Yes/ No
srn



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To:

1. The Chief General Manager,
Chennai Metro Rail Limited,
A Joint Venture of Government of India
and Government of Tamil Nadu
METROS, Nandanam, Anna Salai,
Chennai 600 035

2. The Chairman,
Chennai Metro Asset Management Limited,
Chennai Metro Rail Limited,
METROS, Nandanam, Anna Salai,
Chennai 600 035.



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