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CWP-1476-2026  
Decided on: 11.02.2026

**CORAM: HON'BLE MRS. JUSTICE LISA GILL  
HON'BLE MR. JUSTICE RAMESH CHANDER DIMRI**

Mr. M.L.Saggar, Sr. Advocate with  
Ms. Armaan Saggar, Advocate for respondent No.4.

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**Lisa Gill, J. (Oral)**

Prayer in this petition is for setting aside impugned order dated 16.01.2026 (Annexure P-7) vide which second appeal filed by respondent No.4 has been wrongly allowed.

2. Tender in question was issued by respondent for Ludhiana (West) cluster for the work of transportation. Technical bid submitted by respondent No.4 was rejected being non-compliant with Clause 5A Note (IV) of the Punjab Food Grains Transportation Policy, 2025. Appeal was filed by respondent No.4, which was rejected by First Appellate Authority on the ground that respondent No.4 uploaded the documents in question in respect to Ludhiana-2 cluster whereas the cluster advertised is Ludhiana(West). With respect to question of alleged overlapping and utilization of trucks, First Appellate Authority relied upon the decision of Second Appellate Authority in



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***Sukhjinder Singh vs. FAA and others*** to hold that Clause 5A does not prohibit a truck from being offered in more than one bid and overlapping is not a ground for rejection so long as documents of the vehicle are valid and verifiable at the time of technical evaluation.

Second appeal was filed by respondent No.4, which was allowed by Second Appellate Authority vide impugned order dated 16.01.2026 (Annexure P-7) wherein it was held that mention of name Ludhiana-2 by respondent No.4 cannot be a ground to reject the technical bid because it had come on record that Ludhiana(West) was the nomenclature carried over of Ludhiana-2, which was undoubtedly used in the previous years and that the cluster in question is the same. Insofar as the issue of overlapping of the trucks offered, decision of First Appellate Authority was upheld. Aggrieved therefrom, present writ petition has been filed by the petitioner.

3. Learned counsel for petitioner submits that second appeal filed by respondent No.4 has been incorrectly allowed despite said respondent uploading documents, which are contrary to the tender notice. It is submitted that learned Second Appellate Authority has incorrectly relied upon its earlier decision in ***Sukhjinder Singh vs. FAA and others*** while rejecting the objections raised by present petitioner in regard to overlapping of vehicles/trucks, which were offered by the said respondent. Reference was made by learned counsel for petitioner to Clause 5A of Transportation Policy-2025, wherein it is provided that tenderer must possess an arrangement of minimum number of Goods Carrier required for each cluster and if tenderer submits a bid for more than one cluster then arrangement of Goods Carrier has



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to be made for each cluster, separately. Reference was also made to Note I to submit that if a tenderer submits a bid for work in more than one cluster, then arrangement of the Goods Carrier has to be made for each cluster, separately. It is submitted by learned counsel for petitioner that respondent No.4 had offered trucks, which have already been used by other successful tenderers in various clusters, prior in time. Minimum required capacity of trucks is 810 MT, however, respondent No.4 has uploaded a list of 1161 MT capacity of trucks for present cluster, out of which trucks of 474 MT capacity have already been utilized by successful bidders, who have been awarded the tender prior in time. Therefore, it is only capacity of 687 MT, which remains with respondent No.4.

4. This argument was repelled by learned Senior counsel for respondent No.4 by referring to Note III of Clause 5A. It is submitted that a contractor is at liberty to use any vehicle other than the ones in the list submitted by it for movement of foodgrains during currency of contract. Therefore, impugned order dated 16.01.2026 has been correctly passed and finding on this aspect rendered by First Appellate Authority has been correctly rendered. It is only in case that Registration Certificates of the trucks offered by tenderer are found to be invalid at a later stage or found to be fake, can it be said that the capacity would stand reduced. Reference is made to Note V and VI of Clause 5A.

5. This had been controverted by learned counsel for petitioner to submit that Note III would come into operation only after the contract had been awarded. Submission of learned counsel for respondent No.4 that



petitioner is not entitled to raise the issue of overlapping, as he had not challenged the order dated 24.11.2025 (Annexure P-5) passed by First Appellate Authority, has been rightly repelled by learned counsel for petitioner by submitting that once appeal of respondent No.4 had been dismissed by First Appellate Authority, there was no occasion for him challenging the said finding in isolation.

6. It is relevant at this juncture to refer to Clause 5A of Transportation Policy-2025, which reads as under:

“5. **Performance Parameters:**

A. Tenderer must possess an arrangement of minimum number of Goods Carrier required for each cluster. If the tenderer submits a bid for more than one cluster then the arrangement of the Goods Carrier has to be made for each cluster, separately. Depending upon the capacity of each cluster tenderer must have an arrangement of Goods Carrier as under:-

| Sr. No. | Total Arrival of Wheat/Paddy (whichever is higher) in Mandis during KMS 2024-25/RMS 2025-26 falling under one cluster | Minimum No. of GPS enabled Goods Carrier (minimum of 9 MT carrying capacity) required |
|---------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1       | Up to 5000M.T                                                                                                         | 20                                                                                    |
| 2       | 5,000 M.T. to 10,000 M.T.                                                                                             | 40                                                                                    |
| 3.      | 10,001 M.T. to 20,000 M.T.                                                                                            | 60                                                                                    |
| 4.      | 20,001 M.T. to 30,000 M.T.                                                                                            | 90                                                                                    |
| 5.      | 30,001 M.T. to 40,000 M.T.                                                                                            | 120                                                                                   |
| 6.      | 40,001 M.T. to 50,000 M.T.                                                                                            | 150                                                                                   |
| 7*      | 50,001 M.T. to 75,000 M.T.                                                                                            | 180                                                                                   |
| 8*      | 75,001 M.T. to 1,00,000 M.T.                                                                                          | 210                                                                                   |
| 9*      | Above 1,00,000 M.T.                                                                                                   | 240                                                                                   |



Sr. No. 7, 8 & 9 shall be applicable only if a single mandi cluster is more than 50,000 MT.

Note-1: If the tenderer submits a bid for work in more than one cluster, then the arrangement of the Goods Carrier has to be made for each cluster, separately.

Note-II: Number of Goods Carrier required shall be decided according to the tonnage capacity of vehicles Le., if the Goods Carrier are having more tonnage capacity than 9MT, the number of vehicles can be decreased accordingly.

Note-III: The Tenderer shall upload list of valid Registration Numbers of Goods Carrier as per Note-II along with the copies of Registration Certificates, Verification Report & Certified Carrying Capacity generated/duly verified from <https://vahan.nic.in> or <https://parivahan.gov.in> of all the Goods Carrier, which he Intends to use for transportation work. However, the contractor shall be at liberty to use any vehicle other than submitted in the list above, for movement of foodgrains during currency of contract Further, in case of any clerical error/mismatch of Registration Number mentioned in the list, the Registration Number(s) shown in the attached Registration Certificate(s) shall supersede the list.

Note-IV: If a tenderer intends to use Goods Carrier from any registered firm, company or society, for the work of transportation, he shall have to upload either an undertaking Issued by the said Firm, Company or Society on its letter head or an agreement duly executed by him with such registered firm, company or society, as the case may be, mentioning therein the number of Goods Carrier, their registration numbers and carrying capacity as per the



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Registration Certificate and duly verified from <https://vahan.nic.in> or <https://parivahan.gov.in>.

Note-V: If the registration certificates of Goods Carrier submitted by the tenderer is/are found to be invalid (i.e. RCs have expired and have not been renewed etc.), capacity of the Invalid vehicles shall be deducted accordingly and tender of the tenderer shall be liable to be rejected/cancelled, if the required capacity of the relevant cluster is not met.

Note-VI: If the registration number of Goods Carrier uploaded by the tenderer are found to be fake at any stage, capacity of the fake vehicles shall be deducted accordingly and tender of the tenderer shall be liable to be rejected/cancelled, if the required capacity of the relevant cluster is not met and such tenderer shall be liable to face strict consequential action Including blacklisting/debarment for a maximum period of 3 years and registration of criminal case.”

7. Learned counsel for State had been asked to seek instructions in respect to the averments raised and as to the stage at which Note III, V and VI would come into play, keeping in view the provision of submission of Goods Carriers for each cluster separately and also in view of Note I. Mr. Pandher, learned Addl. AG, Punjab has referred to communication dated 10.02.2026 by Secretary-cum-Director, Food, Civil Supplies and Consumer Affairs, Punjab to submit that the impugned order be deemed to be set aside as well as order dated 24.11.2025 (Annexure P-5) passed by First Appellate Authority, whereby appeal filed by respondent No.4 had been dismissed though on a separate ground other than the question of overlap while question of overlap



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had been decided in favour of respondent No.4 and that the matter be permitted to be decided by First Appellate Authority after taking a holistic view of the issue and after affording due opportunity of hearing to the parties. Copy of communication dated 10.02.2026 is taken on record subject to all just exceptions.

8. Learned counsel for respondent No.4 submits that it would be appropriate in case the entire controversy is decided by Second Appellate Authority at this stage to obviate unnecessary delay and especially keeping in view the earlier decision of Second Appellate Authority in the matter of one *Sukhjinder Singh vs. FAA and others*, which is being consistently relied upon by First Appellate Authority and others. Learned counsel, on instructions, further submits that respondent No.4 has no objection in case, the question of overlap is also decided by Second Appellate Authority and he would not raise the objection that this aspect has already been decided in his favour by First Appellate Authority.

9. Keeping in view facts and circumstances as above, impugned order dated 16.01.2026 (Annexure P-7) is set aside and matter is remanded to Second Appellate Authority to decide the same afresh in accordance with law after considering all the issues including the one of overlapping within a period of three weeks from the date of receipt of certified copy of this order.

Pending application(s), if any, stand(s) disposed of.

(LISA GILL)  
JUDGE

11.02.2026  
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(RAMESH CHANDER DIMRI)  
JUDGE

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|--------------------------------|--------|
| Whether speaking/Non-speaking? | Yes/No |
| Whether reportable?            | Yes/No |