



126 IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No.31216 of 2025 (O&M)
Date of Decision: 27.01.2026

Sandeep Kumar

...Petitioner

Versus

State of Punjab and others

...Respondents

CORAM: *HON'BLE MRS. JUSTICE LISA GILL*
HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Shiv Kumar, Advocate for petitioner.

Mr. R.S. Pandher, Addl. A.G., Punjab.

LISA GILL, J.(Oral)

1. Prayer in this writ-petition is for quashing/setting-aside proceedings dated 21.08.2025 (Annexure P-2) of respondent No.4-District Tender Committee; order dated 18.09.2025 (Annexure P-5) passed by respondent No.3-First Appellate Authority and order dated 06.10.2025 (Annexure P-7) passed by respondent No.2-Second Appellate Authority.

2. Learned counsel for petitioner submits that petitioner, being fully eligible, participated in tender process initiated by respondents on 29.07.2025 for 'Transportation work of Foods grains & Stock Articles for the year 2025-27' (01.10.2025 to 31.03.2027) in terms of 'The Punjab Foodgrains Transportation Policy, 2025' in Nurpur Bedi Cluster. It is submitted that tender for Nurpur Bedi Cluster with total capacity of 28053 MTs, required 90 trucks of 9 MT each (810 MT) under Clause 5A Note III



of Policy with truck details verified via Vahan and Parivahan Portals. Petitioner submitted 45 trucks with total capacity of 918.490 MTs along-with RCs and Portal verification. Petitioner's technical bid was rejected on 21.08.2025 on the ground that it did not fulfil conditions in terms of Clause 5(A) of Policy.

3. Petitioner filed an appeal on 31.08.2025 in terms of Clause 15 of Policy, challenging proceedings dated 21.08.2025. First Appellate Authority dismissed petitioner's appeal. Aggrieved therefrom, second appeal was filed on 20.09.2025. However, the same, it is submitted, was dismissed vide a non-speaking order dated 06.10.2025. Department came to the conclusion that petitioner has not complied with conditions under clause 5A Note III of the Policy as some of the vehicles in the list of 45 vehicles were not insured. It is submitted that this cannot be a ground to reject the technical bid of the petitioner as it is not a ground in the applicable policy or tender. It is, further, submitted that out of 08 vehicles reference of which is made in order dated 06.10.2025 passed by Second Appellate Authority, 03 of the vehicles were validly insured at the time of submission of tender. It is submitted that vehicle at Sr. No.18 bearing No.PB12T7650 was validly insured till 10.11.2025 and vehicle at Sr. No.27 bearing No.PB11DE8221 was validly insured till 04.09.2026 and vehicle at Sr. No.43 bearing No.PB11AY7563 was validly insured till 08.11.2025.

4. It is vehemently argued by learned counsel for petitioner that it was only the Registration Certification (RC) of the vehicle and Vahan



verification which was required and that this exercise of checking insurance has been illegally undertaken by respondents in District Ropar only. It is further urged that even if it is accepted that ground of valid insurance was available to respondents, even then capacity of goods carrier uploaded by petitioner having valid insurance is more than 810 MTs, i.e 826.420 MTs, therefore, rejection of petitioner's technical bid is illegal and arbitrary. It is, thus, prayed that this writ-petition be allowed.

5. Learned counsel for State refutes the arguments as raised on behalf of petitioner while submitting that it is very well within the purview of authorities to check the insurance policy because otherwise the vehicles would not be roadworthy and the very purpose of tender would be frustrated. It is, further, contended that argument raised by petitioner was that in case all the 08 vehicles are also excluded, he would be fulfilling the capacity as required but this is belied by application bearing No.CM No.19478-CWP of 2025 filed by petitioner himself. Learned Additional Advocate General submits that even as on date, reliance has been placed on 03 vehicles, with insurance policy of 02 of said vehicles having admittedly, expired in November 2025. Dismissal of the writ-petition is sought.

6. We have heard learned counsel for parties and have perused the file with their able assistance.

7. Floating of tenders by respondents for 'Transportation work of Foods grains & Stock Articles for the year 2025 (01.10.2025 to 31.03.2027)' in terms of 'Punjab Food Grains Transportation Policy, 2025'; submission of tender by petitioner; rejection of its technical bid on



28.08.2025; dismissal of its first Appeal on 18.09.2025 as well as second Appeal on 06.10.2025, are all a matter of record.

8. At the outset, it is relevant to refer to clause 5A of Policy 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.	5,001 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 i.e., 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 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.”

9. It is a conceded position that petitioner submitted a list of 45 vehicles out of which those mentioned at serial Nos. 13, 17, 18, 23, 27, 29, 36 and 43 were found to have insurance policies which had expired between March 2023 to November 2024. Said vehicles were, thus, rightly treated non-compliant under clause 5A of the Policy.



10. Upon considering the facts and circumstances, we do not find any merit in the argument raised by learned counsel for petitioner that respondents were not entitled to verify and cross-check insurance policies of vehicles in question. It is undeniable that in case valid insurance is not available the vehicles would be clearly non-roadworthy. Said vehicles have rightly been considered unfit for operation on public roads.

11. We take note of the fact that petitioner has filed CM-19478-CWP-2025 in order to substantiate the plea taken before this Court that even if the vehicles which are mentioned in order dated 21.08.2025 passed by second Appellate authority are excluded, petitioner would still fulfill the criteria. Though it is stated in this application that it is incorrectly observed by 2nd Appellate Authority that goods carrier/vehicles mentioned at serial No. 13, 17, 18, 23, 27, 29, 36 and 43 have expired insurance, there is no documentation on record to indicate that all these vehicles have valid insurance. It is further stated in said application that vehicles mentioned at serial Nos. 18, 27 and 43 had valid insurance at the time of submission of tenders on 13.08.2025. Relevant para 4 of this application reads as under:-

“That the observations of the Respondent No. 2 in the impugned order dated 06.10.2025 (Annexure P-7), is wrong whereas the goods carrier mentioned at Sr. No. 18, 27 and 43 were having valid insurance at the time of submission of tenders on 13.08.2025 as detailed below:

Sr. No.	Regd. No.	Net carrying capacity	Fitness valid	Insurance valid upto
18	PB12T7650	24900	04.12.2025	10.11.2025



27	PB11DE8221	11470	24.10.2025	04.09.2026
43	PB11AY7563	18150	09.07.2026	08.11.2025
	Total	54520		

The documents of insurance details of the above three goods carriers sought to be placed on record as Annexure P-8, P-9 and P-10 respectively.”

12. Documents so attached as Annexures P-8, P-9 and P-10 are admittedly not the insurance policies in question. Moreover, we take note of the fact that two of the vehicles as detailed in para 4 of the application as above had valid insurance only upto 08.11.2025 and 10.11.2025 respectively. Upon pointed query to learned counsel for petitioner as to whether insurance of these vehicles had been renewed, keeping in view the fact that there is no such averment in application dated 16.12.2025, learned counsel for petitioner expressed his inability to verify any renewal of insurance.

13. It is to be noted that as per case of petitioner himself capacity of goods carrier/vehicles submitted by petitioner was 918.490 MT. As per the Department, vehicles with expired insurance had capacity of 146.950 MT with remaining valid capacity being 771.900 which is less than required capacity of 810 MT. Learned counsel for petitioner sought to agitate that in case the capacity of three vehicles as mentioned in foregoing paras i.e. 54.520 MT is added to 771.900 MT it would be more than the required capacity of 810 MT i.e. 826.420 MT. We do not find any merit in this argument as there can be no direction to respondents to take in



consideration, capacity of two vehicles, insurance of which has admittedly expired. It is to be reiterated at this stage that period of tender is from 01.10.2025 to 31.03.2027.

14. Keeping in view the facts and circumstances as above, we do not find any ground to cause interference in this matter. Learned counsel for petitioner is unable to point out any action on the part of respondents which can be terms unreasonable, arbitrary, unconscionable or illegal.

15. No other argument has been addressed.

16. Writ petition is, accordingly, dismissed with no order as to cost.

17. Pending applications, if any, also stand(s) disposed of accordingly.

(LISA GILL)
JUDGE

27.01.2026
Neetu/rts

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No