2026:UHC:9849-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL

THE HON'BLE JUSTICE SHRI MANOJ KUMAR TIWARI, A.C.J.

AND

THE HON'BLE JUSTICE SHRI SUBHASH UPADHYAY

29th October, 2026

Writ Petition (M/B) No.134 of 2025

Maneesh Construction through its authorized partner Maneesh Saran

------Petitioner

Versus

State of Uttarakhand and others -----Respondents

Presence:-

Mr. Abhijay Negi and Mr. Priyansh Mittal, learned counsel for the petitioner.
Mr. B.S. Parihar, learned Additional Chief Standing for the State of Uttarakhand/respondent no.1.
Mr. Vipul Sharma and Mr. Siddhartha Bankoti, learned counsel for respondent no.2.

JUDGMENT: (per Manoj Kumar Tiwari, A.C.J.)

1. Rural Works Department invited bids for construction of Circuit House at Pithoragarh in two bid system. Petitioner submitted bid in response to the notice inviting tender, however, his technical bid was declared to be non-responsive vide order dated 28.03.2025. Thus, feeling aggrieved, petitioner has approached this Court seeking the following reliefs:

> *"i. Issue a writ, order or direction in the nature of certiorari to quash the decision as taken by the employer of Uttarakhand Rural Works Department to disqualify the technical bid as submitted by the petitioner by the impugned order dated 28th March, 2025 along with 24th March, 2025. (Annexure No.7 and 13).*
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> *ii. Issue a writ order or direction in the nature of certiorari to quash the opening of the financial bid (Annexure 15) of the private Respondent Number 2*

as being discriminatory to the Petitioner and contrary to the E-Procurement Rules.

iii. Issue a writ, order or direction in the nature of mandamus commanding the respondent Uttarakhand Rural Works Department to consider the technical bid of the petitioner in the further stages of the pending process as initiated by the advertisement dated 21st February, 2025. (Annexure No.2).

iv. Issue a writ, order or direction in the nature of mandamus commanding the respondent Uttarakhand Rural Works Department to ensure the due compliance of the Uttarakhand E-Procurement Rules, 2017, as has been done previously with regard to the complaint technical bid of the petitioner firm in the earlier round of tender even in the present tender pursuant to the advertisement dated 21st February, 2025."

2. The Bid Evaluation Report of Part-1 of bids is enclosed as Annexure-7 to the writ petition. Relevant extract of the said report *qua* the petitioner is extracted below:

2	*Maneesh Construction*	*1. "The contractor has not attached the required forms LIT-1 (Pending Litigation) and PER-2 (Personnel Resume) as specified in annexure in the Standard Bidding Document (SBD) uploaded. Submission of these forms is mandatory as per Clause 12 and 27.1 c of the Instructions to Bidders (ITB) Failure to submit these forms or any alteration in the prescribed text renders the bid ineligible for evaluation."* *2- The contractor has submitted two bids using the same registration ID, on the employer's government e procurement portal https//www.uktenders.gov.in as*

		constructionmaneesh@gmail.com, as evident in letter of technical bid in both the bids which is a violation of the provisions of the Standard Bidding Document (SBD). As per Clause 4.3 (b) and (c) of the Instructions to by Bidders (ITB) under the heading 'Conflict of Interest,' submission of multiple bids by the same entity or its affiliates is considered a conflict of interest and is strictly prohibited. Therefore, the contractor is ineligible for...

3. Perusal of above extracted Bid Evaluation Report reveals that petitioner's bid was found to be non-responsive due to following reasons:

i) Information regarding pending litigation was not submitted in prescribed form i.e. LIT-1.

ii) Resume of proposed personnel was not submitted in prescribed form i.e. PER-2

iii) Petitioner had submitted two bids using the same registration I.D. on the e-procurement portal of the employer which is violative of Clause 4.3 (b) & (c) of the instructions to bidders.

4. Learned counsel for the petitioner submits that petitioner's technical bid was wrongly declared as non-responsive; petitioner submitted information

regarding pending litigation in the prescribed performa; petitioner has nothing to do with the other bidder i.e. M/s Sunehari Bagh Builders Pvt. Ltd. who wrongly mentioned petitioner's email I.D. in its technical bid. He further submits that petitioner has no relationship whatsoever with directors/ promoters of M/s Sunehari Bagh Builders Pvt. Ltd.

5. Counter affidavit has been filed by Mr. Kamlesh Kumar Joshi, Executive Engineer, Rural Works Department, Division Bhimtal at Nainital. Paragraph nos. 5 & 13 of the said counter affidavit are reproduced below:

> "5. *That the petitioner, along with three other bidders, submitted their respective bids for the project on or before 23.03.2025. The technical bids were opened on 24.03.2025 at 2:00 p.m., wherein the petitioner's bid was initially found to be technically responsive. However, upon detailed scrutiny of the documents by the Technical Evaluation Committee, in accordance with the provisions of the Instructions to Bidders (ITB) as contained in the Standard Bidding Document, it was observed that the petitioner and one M/s Sunehari Bagh Builders Pvt. Ltd. had both mentioned the same user ID in their respective Letters of Technical Bid. This was found to be in clear violation of Clauses 12, 27.1(c), and 4.3(c), (d), and (e) of the ITB. Furthermore, the petitioner failed to submit the mandatory forms LIT-1 and PER-2 in the prescribed formats, as required under the Standard Bidding Document. In view of these discrepancies and violations, the petitioner's bid was declared non-responsive in the technical evaluation conducted by the Tender Committee. The outcome of the technical evaluation was duly uploaded by the Department on the*

Uttarakhand e-procurement portal on 25.03.2025 at 6:00 p.m. the notice specifically mentioned that any aggrieved party could submit a complaint with respect to the technical evaluation within three days of the publication of the result, through email. In accordance with the said condition, the petitioner submitted a complaint later that night on 25.03.2025. The said complaint was examined by the Department on the following day, i.e., 26.03.2025. After due consideration, the Tender Committee finalized the Complaint Resolution Report on 28.03.2025 at 5:00 p.m., and the same was duly communicated to the petitioner via email on the same day.

13. That it is also pertinent to bring on record that both Sunehari Bagh Builder and the petitioner got their respective documents and affidavits notarized by the same Notary Public, on the same date and at the same time. The identical timestamp and the use of the same Notary strongly indicate a coordinated act., which come under violation of ITB on the movement when both bidder used the same ID. A true and correct/typed copy of the details respective documents and affidavits notarized by the same Notary Public in this regard is being annexed herewith and marked as Annexure No. 9 & 10 to this affidavit."

6. Learned State counsel submits that petitioner not only failed to submit requisite information regarding pending litigation and personnel resume in prescribed format but he also deliberately suppressed the information regarding WPMB No.90/2025 filed by him, which was pending at the time of submission of bid by petitioner.

7. Learned counsel appearing for respondent no.2 submits that petitioner's contention that M/s Sunehari Bagh Builders Pvt. Ltd. wrongly mentioned

petitioner's I.D. in its technical bid is an afterthought and petitioner has not indicated what steps he has taken against M/s Sunehari Bagh Builders Pvt. Ltd. for wrongly using his email ID.

8. Upon perusal of documents enclosed with the writ petition, we find that information regarding pending litigation was not submitted by petitioner in the prescribed form i.e. LIT-1. Similarly, resume of proposed personnel which was submitted by petitioner was not as required by the Standard Bidding Document.

9. Learned State counsel submits that petitioner had attempted to form a cartel to anyhow grab the contract even by adopting unfair means. Learned State Counsel points out that not only M/s Sunehari Bagh Builders Pvt. Ltd. had mentioned email I.D. of petitioner in its bid for future communication but its bid document was notarized by the same notary who notarized petitioner's bid and the affidavit filed in support of the bid was also sworn on the same date and time as that of petitioner.

10. Since the bid submitted by petitioner failed to meet the requirement of the Standard Bidding

Document thus, employer was justified in rejecting his technical bid. Even otherwise also submission of two bids using the same registration I.D. indicates an attempt at cartelization. Since the employer had asked every bidder to submit information regarding pending litigation but petitioner did not submit information regarding the writ petition which was filed by him and was pending on the date of submission of bid.

11. Even otherwise also, in such matters, scope of judicial review is very limited. In the case of *Central Coalfields Limited & another vs. SLL-SML (Joint Venture Consortium) & others, reported as (2016) 8 SCC 622* it was held that decision making process of the employer or owner of the project in accepting or rejecting the bid of a project tender should not be interfered with and interference would be permissible only if the decision making process is *mala fide* or intended to favour someone. It was further held that the decision should not be interfered with unless it is so arbitrary or irrational that the court can say that the decision is one which no responsible authority acting reasonably and in accordance with relevant law could have reached.

12. In the case of *Afcons Infrastructure Limited*

v. Nagpur Metro Rail Corporation Ltd., reported in (2016) 16 SCC 818, has held as under:-

> *"**13**. In other words, a mere disagreement with the decisionmaking process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process or the decision."*

13. In *Afcons Infrastructure Limited (supra)*, it was further held that the owner or employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents; constitutional Courts must defer to his understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It was further held that it is possible that the owner or employer of a project may give an interpretation to the tender documents, which is not acceptable to the Constitutional Courts, but that by itself is not a reason for interfering with the interpretation given.

14. In *Raunaq International Ltd vs I.V.R. Construction Ltd. and Ors reported as (1999) 1 SCC*

492, Hon'ble Supreme Court held as under:-

> *"**11.** When a writ petition is filed in the High Court challenging the award of a contract by a public authority or the State, the court must be satisfied that there is some element of public interest involved in entertaining such a petition. If, for example, the dispute is purely between two tenderers, the court must be very careful to see if there is any element of public interest involved in the litigation. A mere difference in the prices offered by the two tenderers may or may not be decisive in deciding whether any public interest is involved in intervening in such a commercial transaction. It is important to bear in mind that by court intervention, the proposed project may be considerably delayed thus escalating the cost far more than any saving which the court would ultimately effect in public money by deciding the dispute in favour of one tenderer or the other tenderer. Therefore, unless the court is satisfied that there is a substantial amount of public interest, or the transaction is entered into mala fide, the court should not intervene under Article 226 in disputes between two rival tenderers.*
>
> ***12.** .....*
>
> ***13.** Hence before entertaining a writ petition and passing any interim orders in such petitions, the court must carefully weigh conflicting public interests. Only when it comes to a conclusion that there is an overwhelming public interest in entertaining the petition, the court should intervene.*
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> ***14.** Where there is an allegation of mala fides or an allegation that the contract has been entered into for collateral purposes and the court is satisfied on the material before it that the allegation needs further examination, the court would be entitled to entertain the petition. But even here, the court must weigh the consequences in balance before granting interim orders.*
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> ***15.** Where the decision-making process has been structured and the tender conditions set out the requirements, the court is entitled to examine whether these requirements have been considered. However, if any relaxation is granted for bona fide reasons, the tender conditions permit such relaxation and the decision is arrived at for legitimate reasons after a fair consideration of all offers, the court should hesitate to intervene."*

15. In the case of *Air India Ltd. v. Cochin*

International Airport Ltd. and others, reported as (2000) 2 SCC 617, Hon'ble Supreme Court held as under:-

> *"**7.** The law relating to award of a contract by the State, its corporations and bodies acting as instrumentalities and agencies of the Government has been settled by the decision of this Court in Ramana Dayaram Shetty v. International Airport Authority of India [(1979) 3 SCC 489] , Fertilizer Corpn. Kamgar Union (Regd.) v. Union of India [(1981) 1 SCC 568] , CCE v. Dunlop India Ltd. [(1985) 1 SCC 260 : 1985 SCC (Tax) 75] , Tata Cellular v. Union of India [(1994) 6 SCC 651] , Ramniklal N. Bhutta v. State of Maharashtra [(1997) 1 SCC 134] and Raunaq International Ltd. v. I.V.R. Construction Ltd. [(1999) 1 SCC 492] The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process the court must exercise its discretionary power under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should intervene."*

16. Hon'ble Supreme Court in the case of *M/s N.G. Projects Ltd. vs. Vinod Kumar Jain & others, reported as (2022) 6 SCC 127* has held that the constitutional Courts should refrain from interfering with tender process for infrastructure projects, as interference in such matters stalls projects of national importance and results in cost overrun. Paragraph nos. 21 to 23 of the said judgment are extracted below:-

> *"**21.** Since the construction of road is an infrastructure project and keeping in view the intent of the legislature that infrastructure projects should not be stayed, the High Court would have been well advised to hold its hand to stay the construction of the infrastructure project. Such provision should be kept in view even by the writ court while exercising its jurisdiction under Article 226 of the Constitution of India.*
>
> ***22.** The satisfaction whether a bidder satisfies the tender condition is primarily upon the authority inviting the bids. Such authority is aware of expectations from the tenderers while evaluating the consequences of non-performance. In the tender in question, there were 15 bidders. Bids of 13 tenderers were found to be unresponsive i.e. not satisfying the tender conditions. The writ petitioner was one of them. It is not the case of the writ petitioner that action of the Technical Evaluation Committee was actuated by extraneous considerations or was mala fide. Therefore, on the same set of facts, different conclusions can be arrived at in a bona fide manner by the Technical Evaluation Committee. Since the view of the Technical Evaluation Committee was not to the liking of the writ petitioner, such decision does not warrant for interference in a grant of contract to a successful bidder.*
>
> ***23.** In view of the above judgments of this Court, the writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be*

kept in view. Courts should be even more reluctant in interfering with contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court finds that there is total arbitrariness or that the tender has been granted in a mala fide manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which the present day Governments are expected to work."

17. In the case of *Tata Motors Ltd. Vs. Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and others, reported as (2023) 19 SCC 1*, Hon'ble Supreme Court reiterated that ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. Para 55 of the said judgment is reproduced below:

*"**55.** Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer*

> *that the State may have to meet with if the Court directs issue of a fresh tender notice, should be one of the guiding factors that the Court should keep in mind. This is evident from a three-Judge Bench decision of this Court in Assn. of Registration Plates v. Union of India [Assn. of Registration Plates v. Union of India, (2005) 1 SCC 679].”*

18. In view of the legal position, as discussed above, the relief as claimed by the petitioner cannot be granted. The writ petition fails and is, accordingly, dismissed.

19. Interim order dated 02.04.2025 is vacated.

20. The employer shall now proceed in the matter, as per law.

(Subhash Upadhyay, J.) **(Manoj Kumar Tiwari, A.C.J.)**
29.10.2026 29.10.2026

KK/SS