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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision : 20.03.2026

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W.P.(C) 3634/2026 & CM APPL. 17741-17742/2026**M/S KRK ENTERPRISE****.....Petitioner****Through: Mr. Rajesh Gupta, Advocate with
Petitioner in person****versus****DELHI DEVELOPMENT AUTHORITY & ANR.Respondents****Through: Ms. Kritika Gupta, Adv. with Mr
Rahul (Legal Assistant)****CORAM:****HON'BLE MR. JUSTICE V. KAMESWAR RAO****HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****MANMEET PRITAM SINGH ARORA, J. (ORAL)****CM APPL. 17742/2026(for exemption)**

1. Allowed, subject to just exceptions.
2. Accordingly, the application stands disposed of.

W.P.(C) 3634/2026**FACTUAL MATRIX**

3. This petition has been filed under Article 226 of the Constitution of India 1950, seeking the following reliefs: -

- (I) "Issue a writ in the nature of CERTIORARI and/or any other appropriate writ, order or direction in the like nature quashing the following seven identical (7 identical) IMPUGNED-TENDERS together with respective tender-process (detailed in Sr. No. 2 to 8 of the table in Para 4.5 of the



writ-petition), i.e. Impugned-Tenders namely, -

- a) 1st Impugned Tender - NIT No. 10/RSC/DD4/2025-26 for Rohini Sports Complex, Sector-14, Rohini, New Delhi (Annexure P-5)
- b) 2nd Impugned-Tender - NIT No. 04/MDCSC/DD4/202526 for Major Dhyan Chand Sports Complex (Annexure P-6)
- c) 3rd Impugned-Tender - NIT No 05/RSKP/DDA/2025-26 for Rashtriya Swabhimaan Khel Parisa (Annexure P-7)
- d) 4th Impugned-Tender - NIT No. 06/PVSC/DDA/2025-26 for Paschim Vihar Sports Complex (Annexure P-8)
- e) 5th Impugned-Tender - NIT No. 09/HNSC/DD4/2025-26 for Hari Nagar Sports Complex, Delhi (Annexure P-9)
- f) 6th Impugned-Tender - NIT No. 14/PDKPIDDA/2025-26 for Poorv, Delhi Khel Parisar (Annexure P-10)
- g) 7th Impugned-Tender - NIT No. 02/DSC/DDA/2025-26 for Dwarka Sports Complex, New Delhi (Annexure P-11)

- (II) Issue writ of MANDAMUS and/or any other writ, order or direction in the like nature directing Respondent/DDA to re-tender the works under 'Impugned-Tenders' (supra) after clarifying the terms & conditions and eligibility criteria.
- (III) Award costs of the writ petition in favour of the Petitioner.
- (IV) Pass any other or further writ, order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case."

4. The aforesaid seven [7] tenders are hereinafter referred to as the 'impugned tenders'.

5. The facts leading to the filing of the present writ petition, as pleaded in the petition, are set out hereunder.

6. The Respondent/Delhi Development Authority ['DDA'] have issued the impugned tenders for its different sports complexes situated in Delhi. The successful bidder has to provide lifeguard and medical attendants for the running of the deck area services of the swimming pool at the respective sports complex.

7. The impugned tenders prescribe identical eligibility conditions to be



fulfilled by the intending bidder. In this petition, this Court is concerned with two [2] of the eligibility conditions prescribed in the notice inviting tender [‘NIT’], which require the bidder to possess of TAN registration and furnish a Networth certificate as per Form-B-1 based on its Audited Account Statement. The relevant condition reads as follows: -

“1. Any person, legally competent to contract may tender for award of contract for the above said work.

i. **He/She/It should have valid ESI, EPF No., Permanent Account No., GST No. and TAN (TDS Account Number).**

ii. DDA, may in its discretion, accept any tender or reject any or all the tenders, without assigning any reason. It may also amend any of the terms of the tender with prior intimation to the bidders.

(Proof of all required documents is to be attached with the tender documents).

.....

Networth Certificate: -

The agency should submit **Networth certificate w.r.t. latest audited balance sheet of minimum 15% of the estimated cost put to tender issued by certified Chartered Accountants in FORM B-1 (Annexure-B).**”

[Emphasis supplied]

8. The Petitioner states that for a separate tender, i.e., pertaining to Siri Fort Sports Complex for identical services [‘Siri Fort tender’, which is not impugned in these proceedings], the eligibility condition was modified at a pre-bid stage *vide* corrigendum dated 26.12.2025, whereby the TAN registration was declared as not necessary, and the bid-submission date was extended.

9. It is contended that an identical corrigendum ought to have been issued by the Respondent for each of the impugned tenders. However, the Respondent failed to issue the requisite clarification, and the tender process continued under the original NIT conditions, which mandatorily require the bidder to furnish TAN registration and a Networth certificate based on an Audited Account Statement.



10. It is stated that the Petitioner accepted the prescribed eligibility conditions of the impugned tenders to be valid and binding and did not submit any tender bid as it was ineligible on these two [2] grounds.

11. It is stated that, however, the Petitioner has learnt that the Respondent has accepted tender bids from (in)eligible bidders who neither possess a TAN registration nor have submitted a Networth certificate based on an Audited Account Statement. It is stated that in fact the Petitioner verily believes that the Networth certificate submitted by the (in)eligible bidders is not in conformity with the Form B-1, as the said bidders, as a matter of fact, do not have audited accounts statement(s).

The Petitioner has relied upon the result¹ of the impugned tender no. 6 pertaining to Poorv Delhi Khel Parisar to make the aforesaid submissions *qua* the bidders found to be eligible.

It is stated that, barring one common bidder in each tender, i.e., the 'Farmers Swimming Institute', who alone fulfils both conditions, no other participating bidder qualifies the prescribed criteria.

12. It is stated that out of the 23 bidders who participated in the aforesaid tender, 16 bidders were accepted. Amongst the 16 qualified bidders, most of them do not have an Audited Account Statement and were thus (in)eligible to furnish turnover certificates in the prescribed Form B-1 format, which mandates a certificate of a Chartered Accountant that turnover is as per 'Audited Statement'. It is contended that these bidders have submitted Form B-1, in which turnover is certified based on net worth rather than audited accounts. It is stated that, by doing so, they have ostensibly complied with the requirement to submit Form B-1 while deliberately evading the



requirement to submit an Audited Account Statement. It is stated that the said Form B-1 submission is thus not in the prescribed format and ought to have been rejected outrightly. Nevertheless, the Respondent has ignored these deviations, thereby extending undue favour to these (in)eligible bidders.

It is also stated that each of these 14 bidders do not possess TAN registration and therefore their bids could not have been held to be responsive or eligible.

13. On these twin grounds, the Petitioner seeks a declaration that the entire tender process should be quashed.

14. Learned counsel for the Petitioner states that, in case the Petitioner had been made aware that these two [2] conditions are not mandatory, the Petitioner as well would have participated in these impugned tenders. He states that the Petitioner has carried out similar work for the Respondent and has been a contractor for them in the past. He states that the Petitioner did not participate in the tender for the Siri Fort complex, despite the clarification, as it was in a geographical area that was not convenient to him. However, the impugned tenders are for sports complexes in which the Petitioner is interested, and therefore, he ought to be given an opportunity to submit his bid, and therefore, the entire tender process ought to be set aside.

15. In reply, learned counsel for the Respondent, who appears on advance service, states that this writ petition, at the behest of the Petitioner, is not maintainable as the Petitioner has not participated in the tendering process.

15.1. She states that this petition is a proxy litigation, as the Petitioner has duly participated in the tender proceedings through an entity called M/s

¹ NIT No. 14/PDKPIDDA/2025-26 for Poon, Delhi Khel Parisar.



Kake Finvest Pvt. Ltd., which entity has been held to be ineligible for not furnishing the Earnest Money Deposit [EMD].

15.2. She states that the Respondent has strong reservations about the submission made by the Petitioner at paragraph '4.19' of the writ petition, alleging that the qualified bidders have submitted a certificate which is not in conformity with FORM B-1. She states that the said documents submitted by the qualified bidders are not available in the public domain and, therefore, the Petitioner could not have legal access to these documents. She submits that the filing of the petition at this belated stage is not bona fide and is intended to derail the tender process.

15.3. She states that in case a bidder submits to the Respondent that it is not liable in law to obtain a TAN registration, it could have submitted a declaration to this effect with the bid documents, and the bidder would not have been disqualified for not possessing a TAN registration.

COURT'S FINDINGS

16. This Court has heard the learned counsel for the parties and perused the record.

17. Before this Court examines the merit of the pleas raised by the Petitioner challenging the impugned tenders, this Court deems it appropriate to examine whether the Petitioner has locus to maintain this petition.

18. The impugned tenders were issued on different dates in 2025, with the respective last dates for submission of bids being in December 2025 and January 2026. However, the Petitioner at no point approached this Court or the Respondent to impugn or seek clarification *qua* the aforementioned tender conditions. This petition was filed in March 2026, much after the bidding process had closed, and in fact, in one of the tenders [Poorv Delhi Khel



Parisar], the result *qua* the eligible bidders, has also been published on 17.03.2026.]

19. The law is no longer *res integra* as regards the issue of locus to maintain a writ petition in the tender matters for seeking judicial review. It is only entities that have participated in the bidding process who can lay a challenge to the tender process for seeking judicial review. The Petitioner, before us, has failed to show any earnestness to participate in the tender process and has, in fact, opted out of the tender process. At this juncture, we find it apposite to refer to the dicta of the Supreme Court in **National Highways Authority of India v. Gwalior-Jhansi Expressway Limited**².

The relevant part of the judgment reads as follows: -

“20.

Only the entities who participate in the tender process pursuant to a tender notice can be allowed to make grievances about the non-fulfilment or breach of any of the terms and conditions of the tender documents concerned. The respondent who chose to stay away from the tender process, cannot be heard to whittle down, in any manner, the rights of the eligible bidders who had participated in the tender process on the basis of the written and express terms and conditions. At the culmination of the tender process, if the respondent had not participated, in law, the offer submitted by the eligible bidders is required to be considered on the basis of the stated terms and conditions.

Thus, if the claim of the respondent was to be strictly adjudged on the basis of the terms and conditions specified in the subject tender document, the respondent has no case whatsoever.”

[Emphasis supplied]

20. In these facts, this Court is of the considered opinion that the present writ petition, filed at the behest of the Petitioner, is not maintainable since he has elected not to participate in the bidding processes and approach the



Court much after the closing date of the bid submission.

21. Notwithstanding our findings that the Petitioner has no locus to maintain this petition, an additional reason for opining that this petition is not bona fide is that, as one of the reasons cited in the writ petition for not participating in the tender process is allegedly that the impugned tenders had a clause that TAN registration is a mandatory requirement for a bidder; however, the Petitioner himself concedes that in a separate tender published by the Respondent with respect to the Siri Fort Sports Complex at the relevant time, a corrigendum was issued on 26.12.2025, and it was clarified by the Respondent that TAN registration is not mandatory.

The Petitioner acknowledges that it was aware of the said corrigendum and yet it neither approached the Respondent for seeking pre-bid clarification for the same eligibility condition in the impugned tenders, where the bid closing date was admittedly after 26.12.2025.

Further, the Petitioner also elected not to participate in the tender in Siri Fort Complex, where the tender condition has already been relaxed.

22. The Petitioner, on its own showing, is an experienced government contractor for swimming pool-related works and allied activities for various government agencies, including the Respondent, and is thus well aware of tender conditions and procedures followed for clarification and participation. However, the Petitioner, instead of availing the recourse of seeking clarification or making a representation to the Respondent, chose not to participate in the impugned tenders floated by the Respondent and therefore, elected to stay out.

23. In the considered opinion of this Court, the Petitioner could have

² (2018) 8 SCC 243



either made a representation to the Respondent to similarly issue a corrigendum for the impugned tenders or approach the Court for seeking relaxation of the said condition by seeking reference to the corrigendum dated 26.12.2025 pertaining to Siri Fort Complex. However, the Petitioner neither approached the Respondent nor approached the Court, which shows that the Petitioner was not interested in participating in the tender process, and it is only now, at this belated stage, when the bid submissions have closed in one of the tenders, and the financial bid is opened, that the Petitioner has approached the Court.

24. A Division Bench of this Court, while deciding on a similar issue, has opined that a petitioner who fails to participate in the tender process due to certain tender conditions does not have any locus to challenge the same at a belated stage [**Re: Brijesh Kumar v. Union of India³ and Primatel Fibcom Ltd. v. Indian Oil Corporation Ltd. and Others⁴**].

25. Accordingly, in these facts and in view of the established law, this Court finds that the objection raised by the Respondent with respect to the lack of locus standi of the Petitioner to maintain this writ petition has merit.

26. This Court is also of the considered opinion that entertaining this writ petition would be against public interest. These tenders have been floated by the Respondent for seeking necessary services for a limited period of six [6] months during the upcoming summer season when the swimming pools will be operated. Scrapping of tenders at this belated stage would seriously hamper the operation of the swimming pools and be against the interest of the citizens who use these pools. Whereas the Petitioner is merely seeking

³ W.P.(C) 9272/2025 dated 17.07.2025 [Paragraph No. 7]

⁴ 2024 SCC OnLine Del 4278 [Paragraph Nos. 8 and 9]



to further its financial interest, which, in the opinion of this Court, is not merited as the Petitioner did not take appropriate steps at the initial stage to seek clarification. The present writ petition is therefore liable to be dismissed on this ground as well.

27. With respect to the submission of the Petitioner that the Respondent has accepted Networth certificates from the eligible bidders, which are not in conformity with FORM B-1 of the tender condition, we refrain from entertaining this challenge on the behest of the Petitioner, who is not participating in the bidding process and has also failed to explain, either in the representation or during the oral argument as to how it gained access to these private documents of the bidders, which are admittedly not available in the public domain.

28. Even otherwise, this Court is of the considered opinion that in the judgment relied upon by the Petitioner itself, the Supreme Court has noted that it is for the tendering authority to permit relaxations of its tender terms to its bidders and determine which conditions of the NIT are essential. Whether a condition of the NIT is essential or not is the discretionary decision of the employer, which is to be respected. The employer has the inherent authority to deviate from the terms of the NIT if the said deviation is applicable to all the bidders. This Court cannot intervene in the relaxation granted by the Respondent to its bidders, as it would be taking over its function, which it cannot [**Re: State of Madhya Pradesh and Another v. Uttar Pradesh State Bridge Corporation Limited and Another**⁵ and **Central Coalfields Ltd. Ltd. v. SLL-SML (Joint Venture Consortium)**⁶].

⁵ (2022) 16 SCC 633 [Paragraph Nos. 23 and 24]

⁶ (2016) 8 SCC 622 [Paragraph Nos: 47 and 48]



Therefore, assuming any such relaxation has been extended by the tendering authority to all the participating bidders, no challenge can be entertained at the behest of the Petitioner herein, i.e., a non-bidder.

29. In these circumstances, the petition is dismissed for being without locus and for lack of bona fides. The writ petition is accordingly dismissed with costs of Rs. 15,000/- payable to Delhi High Court Advocates Welfare Trust [A/c No. 15530210002995] within two [2] weeks. Pending applications [if any] are accordingly disposed of.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

MARCH 20, 2026/hp/aa