



2026:DHC:4167-DB



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Judgment reserved on : 05.05.2026**Judgment pronounced on: 13.05.2026*

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W.P.(C) 5800/2026, CM APPL. 28524/2026 and CM APPL. 28525/2026**NAVYA INDUSTRIES**

.....Petitioner

Through: Mr. Sandeep Kumar Mahapatra,
Mr. Rishi Kapoor, Mr. Azad
Bansala and Mr. Nadeem
Arman, Advs.

versus

NTPC LIMITED

.....Respondent

Through: Mr. Puneet Taneja, Sr. Adv
along with Mr. Tanmay Yadav,
Mr. Amit Yadav, Mr. Anil
Kumar, Mr. Manmohan,
Advocates with Mr. Umang
Bhardwaj, Mr. Satish Kumar
and Mr. Sandeep Kumar.

CORAM:**HON'BLE MR. JUSTICE ANIL KSHETARPAL****HON'BLE MR. JUSTICE AMIT MAHAJAN****J U D G M E N T****AMIT MAHAJAN, J.**

1. The present Petition is filed under Article 226 of the Constitution of India seeking quashing/setting aside the disqualification of the Petitioner from tender bearing Bid No. GEM/2025/B/6867024 dated 11.04.2026 and 15.04.2026.

2. Briefly stated, the Respondent invited online bids for

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procurement of Non-Torrefied Biomass Pellets for National Capital Power Station, Dadri site through GeM Portal, being bid number GEM/2025/B/6867024. The Petitioner participated in the said tender and submitted certain documents to the Respondent.

3. Technical Qualifications Requirements for the said tender were provided in Clause 6 (C) of the Invitation for Bids (IFB) which provided as under:

*“Technical Qualifying Requirement: The vendor should have supplied at least 5,000 MT of biomass pellets in any continuous twelve (12) months (consecutive 365 days) in one or multiple contracts during the preceding three (3) financial years along with the current financial year as on the last date of Techno-commercial bid opening. **Bidders shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).**”*

(emphasis supplied)

4. The Petitioner, in support of Technical Qualification requirements, submitted documents certified by its Chartered Accountant.

5. On 20.03.2026, the Respondent sent an email to the Petitioner, seeking the following documents for further review by 24.03.2026 (16:00 Hrs):-

1. Copy of TPIA verified 7D along with copy of Pos & completion certificates upto Bid opening date (08.12.2025).
2. Copy of Latest electricity Bill (If electricity bill not with name of firm, then

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supporting doc i.e. lease deed/ rent agreement to be submitted).

6. It is the Petitioner's case that it submitted the said documents through email dated 23.03.2026. The Petitioner sent the necessary TPIA certification from an agency, namely, Madre Certification Pvt. Ltd. The Petitioner thereafter obtained the Third-Party Inspection Agency (TPIA) certificate dated 24.03.2026 from a specified agency, namely, BSCIC Certifications Pvt. Ltd but could not submit the same before the cutoff date being, 24.03.2026 at 16:00 hours. The Petitioner submitted the said certificate via email dated 30.03.2026.

7. The technical qualification of the subject bid was opened on 11.04.2026 and the Petitioner was informed through the GEM Portal that its bid did not qualify since it failed to meet the qualifying/technical requirements as stipulated in the NIT conditions. The Petitioner upon seeking clarification from the Respondent was informed that since they did not provide TPIA verified credentials by approved TPIA agencies, in line with NIT, within the stipulated time, they were not considered for further evaluation.

8. Thereafter, the Petitioner made multiple representations through email to the Respondent but their status of being disqualified remains unchanged.

9. The learned counsel for the Petitioner submitted that the Respondent has erroneously and arbitrarily disqualified the Petitioner from the subject tender, despite the Petitioner being fully compliant with the prescribed eligibility conditions.

10. He submitted that the Petitioner fully satisfied the technical eligibility criteria stipulated in the tender, including the requirement of

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supplying at least 5,000 MT of biomass pellets within a continuous period of 365 days. He submitted that the Petitioner had duly submitted all requisite supporting documents, certified by an independent auditor, in compliance with Clause 6(C) of the Invitation for Bids. He submitted that since the Petitioner is a sole proprietorship firm, certification by its Chartered Accountant constitutes valid compliance with the requirement of certification by an independent statutory auditor.

11. He submitted that after more than three months from submission of the bid, the Respondent issued an email dated 20.03.2026 seeking additional documents, including a TPIA certification. He submitted that the said communication did not specify that such certification must be from a “specified” TPIA. In compliance, the Petitioner submitted certification from an accredited third-party agency, namely Madre Certifications Pvt. Ltd., along with the required documents on 23.03.2026.

12. He submitted that subsequently, the Petitioner also obtained the same from BSCIC Certifications Pvt. Ltd., which is a specified TPIA, on 24.03.2026, i.e., within the stipulated period. However, due to server issues on the GeM portal, the certificate could not be uploaded before the prescribed deadline.

13. He submitted that the Petitioner thereafter submitted the said certificate physically at the Respondent’s office on 27.03.2026. It is contended that Clause 6(C) is ambiguous, as it does not clearly mandate that sole proprietors must obtain certification exclusively from a specified TPIA, which led to *bona fide* confusion.

14. He further submitted that the alleged deficiency relating to the

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TPIA certificate is, at best, a procedural and curable irregularity, which does not affect the Petitioner's technical competence or eligibility. In terms of Clause 25.2 of the Instructions to Bidders, the Respondent was empowered to waive such minor irregularities. It is contended that the failure to exercise this discretion in a fair and reasonable manner renders the disqualification arbitrary.

15. *Per contra*, the learned Senior Counsel for the Respondent submitted that the disqualification of the Petitioner is lawful, justified, and strictly in accordance with the terms of the tender. He submitted that the requirement of furnishing certification from a specified TPIA is a sacrosanct condition, going to the root of technical eligibility, and the same was never fulfilled by the Petitioner in the manner and within the time prescribed.

16. He further submitted that this Court lacks territorial jurisdiction to entertain the present petition, as the bid document was issued from the Respondent's office at Gautam Budh Nagar and the biomass pellets are to be supplied to the National Capital Power Station, Dadri, and therefore no part of the cause of action has arisen within the jurisdiction of this Court.

17. We have heard the counsel and perused the record.

18. It is settled that Courts should exercise the power of judicial review in tender matters with considerable restraint. The Court is concerned only with the decision-making process and not the merits of the decision, as the award of contracts is essentially a commercial function. Interference is warranted only where the action is vitiated by arbitrariness, irrationality, unreasonableness, mala fides, or bias, or



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where public interest is adversely affected. Reference in this regard can be drawn to the judgment in ***Jagdish Mandal v. State of Orissa : (2007) 14 SCC 517*** where the Hon'ble Apex Court held as under:

“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;

or

Whether the process adopted or decision made is so arbitrary and irrational that the court can say: “the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached”;

(ii) Whether public interest is affected.



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If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.”

19. The present case concerns the Petitioner’s challenge to its disqualification from the tender on account of non-compliance of Clause 6 (C) of the IFB.

20. Clause 6(C) of the Invitation for Bids, undisputedly mandates that documents submitted towards technical qualification must be duly certified and verified either by the Independent Statutory Auditor or by a specified Third-Party Inspection Agency (TPIA). In the case at hand, the Petitioner, being a sole proprietorship and not a company, could not have availed certification through an independent statutory auditor of a company and was therefore required to furnish certification from a specified TPIA. It is undisputed that the IFB itself provides for a list of specified Third-Party Inspection Agencies. The said condition is undoubtedly an essential condition of the Invitation for Bids.

21. Admittedly, the Petitioner first submitted verified documents from a Chartered Accountant and thereafter from Madre Certifications Pvt. Ltd, which was not a specified TPIA. Even after allegedly obtaining the requisite certification from a specified TPIA, it failed to submit the same within the prescribed cut-off date of 24.03.2026. It is a settled principle in tender jurisprudence that timelines and cut-off dates are sacrosanct and must be adhered to strictly, as any relaxation would compromise the integrity of the bidding process and result in unequal treatment among bidders. Compliance with eligibility

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conditions must exist as on the relevant date and in the prescribed manner, and any subsequent attempt to cure such deficiency cannot be taken into consideration. Considering that the Petitioner has admittedly flouted the conditions of the Invitation for Bids, no exception can be carved in its favor at this juncture.

22. Thus, the Respondent cannot be faulted for rejecting the Petitioner's bid on account of non-compliance with a mandatory condition within the stipulated time. No *mala fides* or arbitrariness can be attributed to the Respondent in enforcing the tender conditions uniformly, so as to warrant interference by this Court in exercise of its writ jurisdiction.

23. The Petitioner has also produced a different tender bid document, issued by Aravali Power Company Private Limited for similar work, before this Court. It is contended that in the said bid document it was specifically mentioned that entities other than companies only ought to get their documents certified and verified by an Accredited TPIA and the same criteria ought to be applicable in the present tender considering that the Respondent is a shareholder of Aravali Power Company Private Limited.

24. The reliance placed by the Petitioner on the said tender is misplaced and of no consequence in the present case. A plain reading of Clause 6(C) sufficiently indicates that entities other than companies are required to have their documents certified by a specified TPIA. It is well settled that the procuring authority is entitled to prescribe eligibility criteria and conditions in a tender to meet its operational and technical requirements, including stipulating certification by specified

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or empaneled agencies. Such conditions fall within the domain of the tendering authority, and judicial review is limited to examining whether the process is vitiated by arbitrariness, *mala fides*, or perversity. In the absence of such infirmities, Courts ought not to interfere with the terms or their application.

25. Further, it is an undisputed position that the Petitioner participated in the tender process without raising any challenge to Clause 6(C) or the requirement of certification by a specified TPIA at the relevant stage. Having accepted the terms of the tender and taken a calculated chance by participating in the tender process, the Petitioner cannot be permitted to question the very same condition after having been declared unsuccessful.

26. The Petitioner has also relied upon the judgment in *ABC Beverages Private Limited vs. Indian Railway Catering & Tourism Corporation & Anr.*, W.P.(C) 2785/2017, to contend that where the bid document does not expressly indicate which conditions are essential and which are inessential, the tendering authority cannot arbitrarily treat a particular condition as mandatory. It is thus, the case of the Petitioner, that in the absence of an express stipulation in the present tender, Clause 6(C) cannot be construed as a mandatory condition.

27. The reliance placed upon the said judgment by the Petitioner is misplaced as the ratio of the said judgment does not imply that in the absence of express labeling, all conditions become optional or non-mandatory. In the said case, the Court was concerned with a situation where the tendering authority had treated similarly placed bidders unequally by permitting one bidder to cure defects in certain documents

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while rejecting another bidder to do so in other documents. It was in that context that the Court held that, in the absence of a clear classification of conditions regarding which documents were primary or ancillary or which conditions were essential, arbitrary treatment could not be sustained. In the present case, there is no material to show that the Respondent has extended any relaxation or differential treatment to other similarly placed bidders.

28. It is also pertinent to note that though Clause 25.2 of the Instructions / Information to Bidders empowers the Respondent to waive minor informalities or irregularities in a bid, exercising the same is within the discretion of the Respondent, who have decided to not exercise the same.

29. In the opinion of this Court, the Respondents were therefore justified in not accepting the documents submitted by the Petitioner after the stipulated cut-off date. It is a settled principle that compliance with tender conditions, including timelines for submission of documents, must be strictly adhered to, and any relaxation would undermine the sanctity of the bidding process.

30. This Court, in exercise of its writ jurisdiction, cannot direct the Respondents to accept documents beyond the prescribed deadline, as doing so would not only amount to rewriting the terms of the tender but would also open the floodgates for similarly placed bidders who failed to comply within time to seek identical relief.

31. Additionally, it is well settled that the scope of judicial review in contractual and tender matters is limited, and Courts must exercise considerable restraint, interfering only where the decision-making



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process is vitiated by arbitrariness, irrationality, unreasonableness, mala fides, or bias. In the present case, no such infirmity is made out. Accordingly, this Court finds no ground to invoke its extraordinary jurisdiction under Article 226 of the Constitution.

32. The Respondent has also raised an objection as to territorial jurisdiction; however, as this Court finds no ground to interfere in the present matter, we do not consider it necessary to adjudicate upon the said issue.

33. The present petition is dismissed. Pending applications also stand disposed of.

AMIT MAHAJAN, J.

ANIL KSHETARPAL, J.

MAY 13, 2026

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