

IN THE HIGH COURT OF ANDHRA PRADESH: AMARAVATI

WRIT PETITION NOS. 10023 & 9175 OF 2026

% Dated 21.04.2026

W.P.No.10023 of 2026

D.N. Virupakshi,
s/o late Devangam Aswarthappa
aged about 57 years,
Diet Contractor,
R/o 3-2-8-B, MUkkidipeta, Hindupur,
Sri Satya Sai District,
Anantapur

..... Petitioner

Versus

1. The State of Andhra Pradesh
Rep by its Special Chief Secretary,
Health, Medical & Family Welfare,
Velagapudi, Amaravati, Guntur & others Respondents

JUDGMENT PRONOUNCED ON: 21.04.2026

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

Whether Reporters of Local newspapers
may be allowed to see the Judgments?

Whether the copies of judgment may be marked to
Law Reporters/Journals

Whether Their Ladyship/Lordship wish to see the
fair copy of the Judgment?

+ HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

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Counsel for the petitioner	:	Mr. P. Sundeep
Counsel for Respondent	:	GP for Medical & Health

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? Cases referred

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NOS. 10023 & 9175 OF 2026

COMMON ORDER:

1. In W.P. No. 10023 of 2026, the petitioner, a diet service provider in Andhra Pradesh, challenges the action of the respondent authorities in proceeding to open sealed tenders pursuant to the tender notification dated 16.07.2025, issued for a two-year period. The tender process had earlier been stalled due to interim orders passed in a writ petition filed by an existing contractor, K. Suresh Babu, who sought extension of his contract beyond 01.03.2025 under Clause 11(c) of G.O.Ms. No. 325 dated 01.11.2011. During the pendency of that case, the authorities were restrained from finalizing the tender, and the existing contractor continued in diet supply. While disposing of writ petition on 18.03.2026, this Court noted that one year of the tender period had already elapsed and granted liberty to the tender authorities to either continue the existing tender process (by corrigendum) or to invite fresh tenders in accordance with law. Thereafter, by note orders dated 07.04.2026 and 10.04.2026, issued corrigendum amending the period of lease, the authorities decided to open the previously submitted tenders. The petitioner contends that

proceeding with the original tender, despite the lapse of substantial time and without issuing a corrigendum or fresh notification, is illegal and arbitrary. An impleaded respondent firm, which participated in the tender and deposited EMD, supports the authorities' action, asserting that the tendering authority has discretion to proceed with the existing process and that opening the bids is necessary to avoid delay and to safeguard public funds.

2. In W.P. No. 9175 of 2026, the petitioners, who are eligible and experienced diet contractors, challenge the very continuation of the tender process initiated on 16.07.2025. They contend that, instead of issuing a fresh tender after the expiry or substantial lapse of the tender period, the authorities have arbitrarily chosen to proceed with a time-barred process. They trace the background to an earlier contract awarded to K. Suresh Babu for the period 02.03.2023 to 01.03.2025. After expiry, he sought a one-year extension, and when the fresh tender notification dated 16.07.2025 was issued, he challenged it, resulting in interim orders dated 23.07.2025 restraining finalization of the tender. During this period, he continued as contractor, which the petitioners claim was unjustified. By the time the earlier writ petition was disposed of on

18.03.2026, a substantial portion about one year of the tender period had elapsed. Although the Court permitted the authorities to decide whether to continue or re-tender, it required such decision to be in accordance with law. The petitioners argue that continuing the old tender without re-notification is arbitrary, contrary to G.O.Ms.No. 325, and violative of principles of natural justice and Article 14, as it excludes new participants like the petitioners herein from competing for a public contract.

3. During hearing, Sri Pilli Sundeep, learned counsel for the petitioner, submitted that this Court, by order dated 18.03.2026 in W.P. No. 18513 of 2025, had granted specific liberty to the respondent authorities either to proceed with the existing tender by extending its validity through issuance of a corrigendum or, in the alternative, to issue a fresh tender notification and proceed in accordance with law. It is contended that, notwithstanding such liberty, the respondents are proceeding to finalize the tender without issuing any corrigendum or fresh tender notification, which is in clear violation of the directions issued by this Court. The learned counsel further submits that such action is also contrary to General Tender Condition No. 11(c) of G.O.Ms. No. 325 dated 01.11.2011.

He also contends that Clause 11(c) mandates that, under all circumstances, fresh tenders must be called for the fourth year well in advance. According to him, since the earlier tender pertained to the period 2025–2027, and the present process pertaining to the period 2026-2028, as such, issuance of a fresh tender is mandatory. He further contends that this Court had already observed that a substantial portion of the two-year tender period had elapsed, and therefore, proceeding with bids submitted in July 2025 for a contract commencing in April 2026 is arbitrary, unreasonable, and defeats the very object of competitive bidding.

4. On the other hand, Sri Posani Venkateswarlu, learned Senior Counsel appearing for Respondent No. 5/unofficial respondent in W.P.No.10023 of 2026, who is one of the bidders pursuant to the existing tender notification, submitted that the tendering authority has acted strictly in compliance with the directions of this Court. He contends that a corrigendum dated 11.04.2026 via proceedings Rc.No.3046/S1/Tender/GGH/Vja/2026, was, in fact, issued by the authorities, modifying the relevant conditions of the tender, including the tender period to suit the period of lease, in conformity with the observations made by this Court, and only thereafter the

tender was finalized. It is further submitted that the petitioner, by suppressing the factum of issuance of the corrigendum, has misled this Court and obtained orders on an incorrect premise that no corrigendum or fresh tender had been issued. According to the learned Senior Counsel, the allegation that the respondents proceeded without issuing any corrigendum or fresh tender notice is factually incorrect and amounts to suppression of material facts. On these grounds, he seeks dismissal of the writ petition and prays that the respondent authorities be permitted to proceed with and finalize the tender in accordance with law and in terms of the existing tender notice.

5. Sri K. Sakthi Niranjan Gupta, learned counsel for the petitioners contends that, as per General Tender Condition No.11(c), the Diet Contract is valid for a period of two years and may be extended by one additional year subject to the satisfaction of the District Management Committee with the contractor's performance. It is further contended that, under all circumstances, fresh tenders must be invited well in advance for the fourth year. Despite this, the respondents, instead of issuing a fresh tender, have proceeded with old tender notice that is over eight months old

and contends that, such action, is contrary to the tender conditions and therefore illegal and arbitrary.

6. On the other hand, the learned Government Pleader submits that the tendering authority was unable to finalize the tender earlier due to the order passed by this Court in W.P. No. 18513 of 2025 dated 18.03.2026, wherein, this Court expressly directed the authority to proceed in accordance with law, taking into account the observations made therein, and to complete the entire process within six months. The Court also granted liberty to make alternative arrangements, including continuation of the present petitioner or temporary appointments, in accordance with the tender conditions. In compliance with these directions, and since the petitioners and others had already submitted their bids, the tendering authority have proceeded further by issuing a corrigendum and proceeding with finalization of the tender. Accordingly, it is contended that the petitioners cannot now claim violation of General Tender Condition No.11, as such a contention would run contrary to the Court's earlier directions passed by this Court. Hence, the writ petition is liable to be dismissed.

7. Heard learned counsel for the petitioners, the learned Government Pleader, and Sri Posani Venkateswarlu, learned Senior Counsel for Respondent No. 5, and perused the material available on record.

8. While both petitions arise from the same tender notice and subsequent administrative decision, in W.P. No. 10023 of 2026 questions the legality of opening the bids under the existing tender notice, whereas W.P. No. 9175 of 2026 challenges the decision to continue the old tender itself instead of issuing a fresh one.

9. It is an admitted case of all the parties that the respondents/tender authority issued tender notice inviting bids for supply of diet in Government General Hospital, Vijayawada, for a period of two years. It is also an admitted fact that the petitioners herein as well as Respondent No.5 submitted their bids pursuant to the tender notice. One of the bidder namely K. Suresh Babu, having participated in the tender and being existing contractor, challenged the tender notification dated 16.07.2025 in W.P.No.18513 of 2023 on the ground that he was entitled to a further extension of one year contract period from 02.03.2025 to 02.03.2026 as per Clause 11(c) of G.O.Ms.No.325 dated 01.11.2011. Pursuant to filing of writ

petition, this Court interdicted the tender process and passed an interim direction directing the respondents not to finalize the tenders/bids that have been received pursuant to the tender notification dated 16.07.2025. Thereafter, W.P.No.18513 of 2023 was disposed of by this Court on 18.03.2026 and the operative portion reads as follows:

“Since the subject tender notice was issued for a period of two years, out of which one year was already been elapsed, calling for and continuation of tenders afresh is the exclusive domain of the tendering authority. The Tendering Authority can arrive at a justice decision either to continue the subject tender notice by issuing corrigendum or by issuing fresh tender notice in accordance with law. Therefore, in view of the facts and reasons as discussed above, this Court is inclined to dispose of the present writ petition granting liberty to the tendering authority to proceed further in accordance with law with reference to the observations made out as above. The entire exercise shall be completed within a period of six (06) weeks from the date of receipt of copy of this order.”

10. A careful perusal of the order passed by this Court in W.P. No. 18513 of 2023 dated 18.03.2026 makes it abundantly clear that liberty was granted to the tendering authority to take an appropriate decision in the matter. This Court had clearly and categorically observed that it is within the exclusive domain of the tendering authority to either proceed with the existing tender notification, under which the parties herein had already submitted their bids by issuing a corrigendum, or, alternatively, to initiate a fresh tender process by inviting new bids in respect of the subject contract. Thus, the discretion to continue the existing tender or to call for fresh tenders was consciously left open to the tendering authority, to be exercised in accordance with law.

11. In the case on hand, the respondent–tendering authority has chosen to proceed with the existing tender process by issuing a corrigendum dated 11.04.2026, thereby modifying the tender conditions to suit lease period, and thereafter proceeded to finalize the tender. In such circumstances, the contention of the petitioners that the respondents have proceeded without issuing a corrigendum or without resorting to a fresh tender process, as allegedly required under Condition Nos. 10 and 11, is factually incorrect and

unsustainable. The record clearly reflects that a corrigendum was indeed issued.

12. The further contention of the petitioners that, upon lapse of a particular period, the respondents were mandatorily required to issue a fresh tender notification also does not merit acceptance. In view of the specific liberty granted by this Court in its earlier order permitting continuation of the existing tender process through issuance of a corrigendum dated 11.04.2026, the respondents cannot be faulted for adopting such an action. The action of the respondents is in consonance with the directions of this Court, and the objections raised by the petitioners are devoid of merit.

13. It is not in dispute that the tender notification dated 16.07.2025 was issued for a period of two years and that all the parties, including the petitioners and Respondent No. 5, had participated in the tender process by submitting their bids. The delay in finalization of the tender was occasioned only on account of the interim orders passed by this Court in the earlier writ proceedings initiated by one of the bidders, which ultimately culminated in the order dated 18.03.2026.

14. A plain reading of the said order makes it manifest that this Court consciously left the decision open to the discretion of the tendering authority, permitting it either to proceed with the existing tender process by issuing a corrigendum or to invite fresh tenders, in accordance with law. Thus, the authority was vested with the power of adopting either option, depending upon the exigencies of the situation.

15. In the present case, the record discloses that the respondent authorities have, in fact, issued a corrigendum modifying the required and relevant conditions of the tender and thereafter proceeded to finalize the process. Therefore, the main contention of the petitioners that the respondent authorities have proceeded without issuing a corrigendum or fresh tender notification is factually incorrect and untenable and liable to be rejected

16. Insofar as the reliance placed on General Tender Condition No. 11(c) of G.O.Ms. No. 325 dated 01.11.2011 is concerned, it cannot be read separately to override the liberty already granted by this Court in its earlier order, in view of the special facts and circumstances that tender process was stalled due to the interim order of this Court pending writ petition. Once this Court permitted

continuation of the existing tender process through issuance of a corrigendum, it was well within the competence of the tendering authority to adopt such a course. The action of the respondents, therefore, cannot be found fault and said to be arbitrary or contrary to law.

17. This Court is also not inclined to accept the contention that continuation of the tender process even after lapse of time renders it invalid, particularly when such delay was occasioned due to judicial intervention and the same could not be attributable to the respondents. On the contrary, proceeding with the existing tender process, after due modification, subserves public interest by avoiding further delay in finalization of an essential service contract.

18. Accordingly, this Court holds that the respondents have acted strictly in compliance with the directions issued earlier by this Court. No ground is made out warranting interference under Article 226 of the Constitution of India. In view of the above facts and circumstances, and upon consideration of the rival submissions made by the learned counsel appearing on either side, this Court finds no merit in the writ petition.

19. The writ petitions are, therefore, dismissed. There shall be no order as to costs.

20. Consequently, miscellaneous petitions pending, if any, shall also stand closed.

JUSTICE VENKATESWARLU NIMMAGADDA

Date: 21.04.2026

Note: LR copy to be marked
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