



2026:CGHC:3746-DB



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NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 285 of 2026**

M/s Mk Gupta And Co. Through Its Partner Rakesh Kumar Agrawal S/o Late Navrang Lal Agrawal, Aged About 53 Years, Office Address - 154, Indra Commercial Complex, Transport Nagar, Korba, District - Korba Chhattisgarh

... Petitioner**versus**

1 - Union of India Through Secretary, Ministry of Road Transport and Highways, Government of India, Room No. 509, Transport Bhawan, 1, Parliament Street, New Delhi

2 - General Manager (CO) National Highways Authority of India, Ministry of Road Transport And Highways, Government of India, G-5 And 6 Sector-10, Dwarka, New Delhi 110075

... Respondents

 For Petitioner : Mr. Ravi Kumar Banjare and
 Mr. N.K. Guleri, Advocates

Hon'ble Mr. Ramesh Sinha, Chief Justice
Hon'ble Mr. Ravindra Kumar Agrawal, Judge

Order on Board**Per Ramesh Sinha, Chief Justice****22.01.2026**

1. Heard Mr. Ravi Kumar Banjare and Mr. N.K. Guleri, learned counsel for the petitioner.



2. The present petition has been filed by the petitioner under Article 226 of the Constitution of India, with the following prayers :-

“10.1 That, this Hon'ble Court may kindly be pleased to issue a writ in the nature of mandamus quashing the impugned order dated 26.12.2025 (Annexure P-1) issued by respondent No. 2.

10.2 That, this Hon'ble Court may kindly be pleased to restrain the respondents from encashing the Bank Guarantee towards recovery of penalty.

10.3 That, this Hon'ble Court may kindly be pleased to restrain the respondents from initiating or proceeding with any debarment/blacklisting actions against the petitioner pursuant to the impugned order.

10.4 That, this Hon'ble Court may kindly be pleased to grant any other relief/reliefs in favour of the petitioner, which the Hon'ble Court deemed fit & just in the facts and circumstances of the case.”

3. Brief facts of the case, as per the petitioner, is that the petitioner is a partnership firm engaged in a business of contractor-ship since 2006. On 21.11.2025, the respondent No.2 called Invitation for E-Quotation by E-mail for Engagement of user fee collection for 4-Lane Greenfield Expressway from Delhi-Vadodara Greenfield Expressway near Bandikui to Jaipur in Bharatmala Project Phase-I in the State of Rajasthan Hybrid Annuity Mode and upkeep/maintenance of adjacent toilet blocks including recouping the consumable items. On 27.11.2025 at 10.31 AM, the petitioner submitted its bid through Government eProcurement System quoted a daily remittance of Rs. 26,88,106/- and petitioner was allotted Tender ID: 2025 NHAI 256438_1. The bid was uploaded by petitioner as Rs. 26,88,106/- and on 04.12.2025, the



respondent No.2 issued Letter of Award (LOA) in favour of the petitioner approving daily remittance of Rs. 26,88,106/- and directed to submit a performance security amounting to Rs.4,03,22,000/- in the form of DD/RTGS. The petitioner did not accept the above Letter of Award, then the respondent No.2 issued show cause notice on 11.12.2025. On 19.12.2025, the petitioner filed reply to the show cause notice, but petitioner's reply was not considered and the impugned order was issued imposing penalty amounting to Rs. 73,14,120/-, failing which debarment proceedings shall be initiated against the petitioner. Hence, this petition with the abovequoted prayers.

4. Learned counsel for the petitioner submits on 27.11.2025, the petitioner inadvertently submitted a bid of Rs. 26,88,106/- through the Government eProcurement System for a user fee collection project for the Delhi-Vadodara Greenfield Expressway, whereas the intended bid was Rs. 24,88,106/-. Upon realizing the error, the petitioner immediately notified the respondent No. 2 on 28.11.2025 via e-mail, requesting correction of the bid amount before any evaluation or award took place. Despite this prompt disclosure, the respondent No. 2 issued a Letter of Award (LOA) on 04.12.2025 for the incorrect amount and demanded a performance security of Rs. 4,03,22,000/-, which the petitioner did not accept. Following this, the respondent issued a show-cause notice on 11.12.2025, and after the petitioner's reply on 19.12.2025, imposed a penalty of Rs. 73,14,120/-, threatening debarment if not paid. The



petitioner asserts that its prompt action in notifying the typographical error demonstrated good faith, and the penalty imposed, without acknowledging this voluntary disclosure, is both punitive and violates the principles of fairness under Article 14 of the Constitution. Therefore, he prays for setting aside of the penalty, the correction of the bid amount to Rs. 24,88,106/-, and the right to participate in the tender process in good faith, free from penal or debarment action.

5. Upon consideration of the pleadings and submissions, it is evident that the petitioner admittedly submitted its bid on 27.11.2025 through the Government eProcurement System quoting a daily remittance of Rs. 26,88,106/-, which stood duly recorded in the electronic system. The tender conditions governing the e-procurement process are binding on all participants and do not permit post-submission modification or correction of the financial bid, particularly after the bid submission deadline. The alleged inadvertent error claimed by the petitioner pertains to the bid amount itself, which goes to the root of the tender and directly affects inter se competitiveness among bidders. Even though the petitioner claims to have intimated the respondents by e-mail on 28.11.2025, such communication dehors the prescribed tender procedure cannot override or nullify the sanctity and finality of an electronically submitted bid. Once the petitioner was declared successful on the basis of its quoted amount, the respondent No.2 was justified in issuing the Letter of Award dated 04.12.2025 and



calling upon the petitioner to furnish the requisite performance security. The petitioner's refusal to accept the LOA and failure to comply with the tender conditions constituted a clear breach, warranting issuance of the show-cause notice and consequential action. The penalty imposed cannot be said to be arbitrary or disproportionate, as it flows directly from the contractual and tender stipulations, which the petitioner had accepted by participating in the process. The plea of bona fide mistake, though urged on equitable considerations, cannot be accepted to rewrite tender terms or grant a relaxation not envisaged under the governing rules, as such indulgence would offend the principles of equality and fairness under Article 14 vis-à-vis other bidders.

6. Accordingly, this Court finds no illegality, arbitrariness, or violation of constitutional principles in the impugned order imposing penalty and threatening debarment in case of non-compliance. The writ petition is, therefore, devoid of merit and is **dismissed**. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice