



2026:CGHC:10375-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 901 of 2026

M/s Piyush Construction Shanti Nagar, Shivnandanpur, Post Office-
Bishrampur, District- Surjapur (C.G.) Through Its Partner, Rakesh Kumar
Agrawal, S/o Shri Prahlad Rai Agrawal, Aged About 46 Years, R/o Ward No.
12, Nehru Park Road, District- Surajpur (C.G.)

... Petitioner

versus

**1 - South Eastern Coalfields Limited Through Chairman Cum Managing
Director, Secl Hq- Seepat Road, District- Bilaspur (C.G.)**

**2 - General Manager Office Of The Area General Manager, Secl, Bishrampur
Area, Post Office Bishrampur, District Surajpur (C.G.)**

**3 - Tender Committee Through Staff Officer (Civil) Secl, Bishrampur Area, Post
Office Bishrampur, District Surajpur (C.G.)**

**4 - M/s Firoz Ahmed Siddiqui Through General Manager Secl, Bishrampur
Area, Post Office Bishrampur, District Surajpur (C.G.)**

... Respondents

(Cause title taken from Case Information System)

For Petitioner	:	Mr. Chandresh Shrivastava, Advocate
----------------	---	-------------------------------------

For Respondents	:	Mr. Rajeev Shrivastava, Senior Advocate along with Mr. Pankaj Singh, Advocate
-----------------	---	--



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

Order on Board

Per Ramesh Sinha, Chief Justice

27/02/2026

1. The present writ petition has been filed under Article 226 of the Constitution of India by the petitioner, *M/s Piyush Construction*, calling in question the legality and validity of the action of the respondents, particularly the Tender Committee of South Eastern Coalfields Limited (SECL), in declaring the petitioner technically ineligible for opening of its price bid in respect of the tender floated for construction of Parking Yard at Gayatri UG Mine of RGK Sub Area. The petitioner further challenges the consequential decision whereby respondent No. 4 has been declared L-1 after opening of the financial bids. The impugned action, as reflected from the deliberation/recommendation of the Tender Committee and the B.O.Q. summary dated 10/12.02.2026 (Annexure P-1 and P-2), is assailed on the grounds of arbitrariness, discrimination, violation of the terms and conditions of the Notice Inviting Tender (NIT), and infringement of the principles of natural justice.
2. The present petition has been filed by the petitioner seeking the following reliefs:-
 - “10.1. The Hon'ble Court may kindly be pleased to call for the entire record pertaining to the case of the petitioner.
 - 10.2. The Hon'ble Court may kindly be pleased to quash the impugned disqualification of petitioner



dated 10/12.02.2026 (Annexure P-1) issued by the respondent no. 3.

10.3. The Hon'ble Court may kindly be pleased to direct the respondent no.2 and 3 to declare the technical bid of petitioner as qualified and his financial/price bid be considered and evaluated allowing him further participation in Tender process.

10.4. The Hon'ble Court may kindly be pleased to direct the respondent authorities to consider the case of the Petitioner in connection of the present tender process in the light of the terms and conditions mentioned in the NIT and in the spirit of the doctrine of fair play and public policy and fetching the best interest of the tender Process in question;

10.5. The Hon'ble Court may kindly be pleased to direct the respondent authorities not to finalize the tender and issue any work order in favour of respondent no.4 during the pendency of the instant writ petition and if the same is issued meanwhile, such work order may kindly be quashed;

10.6. Any other relief, which this Hon'ble Court may deem fit and proper may also be awarded to the petitioner including the cost of the petition."

3. The facts of the case as emerges from the pleadings of the petition are that, the petitioner is a registered partnership firm engaged in civil construction works and is duly registered under the GST laws bearing Registration No. 22ABEFP4003B1Z4. The firm has been regularly participating in tenders floated by South Eastern Coalfields Limited



(SECL) and has successfully executed several works awarded by the respondent authorities in the past.

The respondent authorities issued a Notice Inviting Tender (NIT) dated 25.08.2025 for the work of “Making Parking Yard at Gayatri UG Mine of RGK Sub Area” with an estimated cost of Rs. 99,95,305/- and a stipulated completion period of 180 days. The tender was invited under a two-part system (Technical Bid and Price Bid) through the Coal India e-tender portal. As per the eligibility criteria prescribed in the NIT, particularly Clause 8B relating to Financial Turnover, the bidder was required to have an average annual financial turnover during the last three financial years ending 31st March of the previous financial year, of at least 30% of the estimated cost put to tender.

The petitioner, being fully eligible and fulfilling all qualifying criteria, submitted its online bid on 13.09.2025 within the stipulated time. Along with the bid, the petitioner uploaded Chartered Accountant certificates reflecting turnover for the financial years 2020–2021, 2021–2022 and 2022–2023. The turnover for the financial year 2023–2024 was mentioned in the Bid Submission Confirmation (BSC) on the basis of provisional figures. Even excluding the year 2023–2024, the average turnover of the preceding three completed financial years was well above the minimum prescribed requirement. The technical bid opening was scheduled on 15.09.2025. The Tender Committee prepared the comparative statement based on the documents uploaded by the bidders. However, no deficiency or shortcoming was communicated to the petitioner at that stage.



It later came to the petitioner's knowledge that the consolidated turnover certificate submitted by it was allegedly treated as not acceptable. In terms of Clause 13(b) of the NIT, if any deficiency is found in the uploaded documents, the bidder is required to be intimated online clearly specifying the omissions/shortcomings and granted an opportunity to upload confirmatory documents within the stipulated time. It is the case of the petitioner that other bidders were granted such opportunity between 08.01.2026 and 15.01.2026, whereas no such intimation was given to the petitioner initially.

On learning about the alleged objection, the petitioner submitted a representation dated 21.01.2026 stating that there was no shortcoming in respect of the turnover criteria and that the same certificates had been accepted in earlier tenders floated by the respondents. The petitioner also requested that, if any clarification was required, an opportunity may be granted in terms of the NIT. Thereafter, on 29.01.2026, the petitioner was informed online that the turnover certificate for the financial year 2023–2024 had not been submitted, and time was granted till 05.02.2026 to upload the same. The petitioner promptly obtained the final turnover certificate dated 03.02.2026 from its Chartered Accountant and uploaded the same within the prescribed time.

Subsequently, a clarification was sought regarding discrepancy between the figures mentioned in the BSC and the turnover certificate. The petitioner explained that the figures for 2023–2024 mentioned in the BSC were provisional and that certain clerical errors had occurred, which could not be rectified on the e-tender portal after submission. The



petitioner requested that the final certified turnover be considered for evaluation. Despite submission of the required certificate within the time granted by the respondents themselves and despite the fact that even otherwise the petitioner fulfilled the eligibility criteria under Clause 8B, the respondent No. 3 declared the petitioner technically ineligible for opening of the price bid. Consequently, the financial bid of the petitioner was not opened and respondent No. 4 was declared L-1.

It is the specific case of the petitioner that there is no condition in the NIT providing that discrepancy between the BSC declaration and subsequently submitted confirmatory documents would entail disqualification. It is further contended that even if turnover for the year 2023–2024 were to be ignored, the petitioner would still satisfy the required average turnover criteria as per Clause 8B. The petitioner further submits that on the basis of similar turnover certificates, it has previously been awarded works by the respondent authorities and has completed the same satisfactorily. According to the petitioner, the impugned action is arbitrary, discriminatory and actuated by malafides, particularly in light of earlier grievances raised by the petitioner in respect of another tender.

Aggrieved by the decision of the Tender Committee declaring it technically ineligible and the consequential declaration of respondent No. 4 as L-1, the petitioner has preferred the present writ petition seeking quashment of the impugned action and a direction to consider its technical and financial bid in accordance with the terms and conditions of the NIT.



4. Mr. Chandresh Shrivastava, learned counsel for the petitioner would submit that, the present writ petition assails the decision dated 10/12.02.2026 taken by the Tender Committee of South Eastern Coalfields Limited, Bishrampur Area, whereby the petitioner has been declared technically ineligible for opening of the price bid in respect of the subject work. The impugned action is ex facie arbitrary, dehors the terms and conditions of the Notice Inviting Tender (NIT), and violative of the principles of fairness governing public procurement. It is submitted that the petitioner fulfilled all eligibility criteria prescribed under Clause 8(B) of the NIT relating to Financial Turnover. The clause mandates that the average annual financial turnover during the last three financial years ending 31st March of the previous financial year must be at least 30% of the estimated cost put to tender. The estimated cost being Rs. 99,95,305/-, the required average turnover works out to approximately Rs. 29,98,592/-. The petitioner had already furnished Chartered Accountant-certified turnover certificates for the preceding financial years which independently satisfied the prescribed threshold. Even if, for the sake of argument, the turnover for FY 2023–2024 were to be excluded altogether, the petitioner would still meet the eligibility requirement. The clause itself expressly provides that if turnover for any financial year is not furnished, it shall be taken as “Zero” and the average calculated accordingly. Therefore, the alleged discrepancy concerning FY 2023–2024 has no bearing on eligibility and could not have formed the basis of disqualification.

It is further submitted that the petitioner had declared provisional turnover for FY 2023–2024 in the Bid Submission Confirmation (BSC) on



the basis of a provisional certificate issued by a practicing Chartered Accountant. Upon being granted an opportunity under the “confirmatory document” mechanism, the petitioner promptly uploaded the final turnover certificate dated 03.02.2026 bearing valid UDIN within the stipulated period. The difference between provisional and final figures is marginal and does not alter the petitioner’s financial capacity or eligibility. The NIT requires submission of a CA-certified turnover certificate with UDIN; the petitioner has complied strictly with that requirement. The rejection on the ground that the figures in the confirmatory document differ from the BSC declaration is hyper-technical and not traceable to any disqualification clause under the NIT.

The reliance placed by the Tender Committee on a legal opinion regarding the petitioner’s partnership structure is wholly extraneous to the tender conditions. The petitioner is a duly registered partnership firm recognized by the Registrar of Firms. The turnover certificates are issued in the name of the registered firm by a practicing Chartered Accountant. The NIT does not mandate scrutiny of internal agreements between partners beyond verification of financial turnover through prescribed documentary proof. Importing such considerations amounts to adding a new eligibility condition not contemplated under the NIT, which is impermissible in law.

It is also pertinent that the respondents themselves invoked Clause 13 and sought clarification by allowing the petitioner to upload confirmatory documents within seven days. Having exercised such power and having accepted the document within time, the respondents could not thereafter treat the same as impermissible or contrary to the



NIT. Clause 13 is intended to cure deficiencies without altering eligibility status. In the present case, the petitioner's eligibility remained intact at all stages and stood further substantiated by the final certificate.

The petitioner has previously been awarded works by the respondent authorities on the basis of similar turnover certificates, and such certificates were accepted without objection. The sudden departure from established practice, without any amendment to the tender conditions, demonstrates arbitrariness and lack of uniform standards in evaluation. The impugned decision lacks rational nexus with the object of assessing financial capacity and instead reflects an unduly rigid and discriminatory approach.

In the facts and circumstances, the petitioner satisfied all mandatory conditions of the NIT, complied with the requirement of submitting confirmatory documents, and did not commit any material deviation affecting eligibility. The action of the respondents in declaring the petitioner ineligible for opening of the price bid is therefore arbitrary, discriminatory, and violative of Article 14 of the Constitution of India. It is respectfully submitted that the impugned decision deserves to be set aside and appropriate directions be issued for consideration of the petitioner's financial bid in accordance with the terms of the NIT and settled principles governing tender evaluation.

5. Mr. Rajeev Shrivastava, learned Senior counsel appearing for the respondents would submit that, the present writ petition is devoid of merit and deserves to be dismissed at the threshold. The scope of judicial review in contractual and tender matters is extremely limited. It is well settled that this Hon'ble Court, in exercise of jurisdiction under



Article 226 of the Constitution of India, does not sit as an appellate authority over the decision of the Tender Committee and will not interfere unless the decision-making process is shown to be arbitrary, mala fide, or in violation of statutory provisions. In the present case, the evaluation has been conducted strictly in accordance with the terms and conditions of the Notice Inviting Tender (NIT), and no illegality can be attributed to the respondents.

It is submitted that the petitioner participated in the tender process floated by South Eastern Coalfields Limited (SECL) under a two-bid system. The eligibility criteria clearly required the bidder to furnish correct and complete financial turnover details online in the Bid Submission Confirmation (BSC) and to upload confirmatory documents in support thereof. The tender conditions mandate that the online declaration and the supporting documents must be consistent and verifiable. The sanctity of the e-tender process depends upon the accuracy of declarations made at the time of bid submission.

In the present case, the petitioner declared specific turnover figures for FY 2023–2024 in the BSC. However, the turnover certificate subsequently submitted as confirmatory document contained figures different from the declaration made online. This discrepancy is not minor or clerical in nature but goes to the authenticity and reliability of the information furnished at the time of bidding. The tender conditions do not permit alteration or substitution of material particulars after submission of the bid. Permitting such post-bid modification would compromise transparency and defeat the level playing field among bidders.



It is further submitted that the petitioner initially did not upload a valid CA-certified turnover certificate with UDIN for FY 2023–2024 in support of the declaration made in the BSC. Only after clarification was sought did the petitioner produce a new certificate dated 03.02.2026. The Tender Committee, upon deliberation, found that the confirmatory document did not align with the original declaration and amounted to introduction of a fresh document beyond what was declared at the time of bid submission. As per the tender conditions, confirmatory documents are meant to substantiate the information already furnished, not to alter or rectify substantive declarations.

The respondents further submit that a legal opinion was sought from the competent authority at SECL Headquarters regarding the admissibility of the turnover claimed by the petitioner. The opinion clarified that only the turnover of the entity as recognized under the registered partnership deed could be considered, and any turnover based on an unregistered subsequent agreement could not be legally accepted. The Tender Committee acted prudently and cautiously in light of such opinion to ensure that only legally admissible financial credentials were taken into account. Such due diligence cannot be termed arbitrary or mala fide.

It is also pertinent to note that eligibility in a tender process must be strictly construed. The petitioner cannot rely on past acceptance of documents in other tenders, as each tender is an independent process governed by its own terms and evaluation. There is no concept of estoppel against tender conditions. The respondents are bound to



evaluate bids in accordance with the prevailing NIT and not on the basis of previous practices.

The contention that even if FY 2023–2024 turnover is ignored the petitioner would still qualify is misconceived. The petitioner voluntarily declared turnover for that year in the BSC. Once such declaration was made, it became an integral part of the bid and subject to verification. If the declaration is found inconsistent or unsupported by corresponding valid documentation, the bid becomes liable for rejection. The integrity of the bidding process requires strict adherence to declared particulars.

The Tender Committee deliberated upon the confirmatory documents and recorded a reasoned decision that the petitioner's submission was not in line with the terms and conditions of the NIT. Other bidders who fulfilled all requirements without discrepancy were rightly declared eligible. There has been no discrimination; rather, uniform standards were applied.

In these circumstances, the respondents submit that the decision to declare the petitioner ineligible is a bona fide administrative determination taken in accordance with the NIT and after obtaining legal opinion. No arbitrariness, mala fides, or violation of Article 14 is made out. Interference by this Hon'ble Court would amount to substituting its own assessment for that of the expert Tender Committee, which is impermissible in law. The writ petition, therefore, deserves to be dismissed.



6. We have heard learned counsel for the parties and considered their rival submissions made herein above and also gone through the entire records of the case with utmost circumspection.
7. The controversy lies within a narrow compass, whether the decision of the Tender Committee of South Eastern Coalfields Limited in declaring the petitioner technically ineligible suffers from arbitrariness, mala fides, procedural impropriety, or patent illegality so as to warrant interference under Article 226 of the Constitution of India.
8. At the outset, the law governing judicial review in tender matters is no longer res integra. In **Tata Cellular v. Union of India**, (1994) 6 SCC 651, the Hon'ble Supreme Court authoritatively held that judicial review in contractual matters is concerned not with the merits of the decision but with the decision-making process. The Court does not sit as an appellate authority and will interfere only where the decision is arbitrary, irrational, mala fide, or in violation of statutory provisions.
9. This principle has been consistently reiterated in **Jagdish Mandal v. State of Orissa**, (2007) 14 SCC 517, wherein it was held that interference is permissible only if the process adopted is mala fide or intended to favour someone, or if it is so arbitrary and irrational that no responsible authority acting reasonably could have reached such a decision. The Supreme Court further cautioned that attempts by unsuccessful bidders to invoke writ jurisdiction merely to re-evaluate commercial decisions must be discouraged.
10. Similarly, in **Michigan Rubber (India) Ltd. v. State of Karnataka**, (2012) 8 SCC 216, it was held that the terms of the invitation to tender



are not open to judicial scrutiny unless they are arbitrary, discriminatory or actuated by mala fides. The authority issuing the tender is the best judge of its requirements and the Court must exercise restraint in interfering with administrative decisions in commercial matters.

11. Recently, in **Silppi Constructions Contractors v. Union of India**, (2019) 16 SCC 489, the Supreme Court emphasized that courts must show greater latitude to administrative authorities in tender evaluation and should not substitute their own interpretation unless the decision is perverse or arbitrary.
12. Applying the above settled principles to the present case, it is evident that the eligibility criterion under Clause 8(B) of the NIT required accurate declaration of financial turnover in the Bid Submission Confirmation (BSC), supported by consistent confirmatory documents. The petitioner admittedly declared turnover figures for FY 2023–2024 in the online BSC. However, the turnover certificate subsequently uploaded as confirmatory document contained figures inconsistent with the declaration made at the time of submission of the bid.
13. In an e-procurement system, the online declaration forms an integral and binding part of the bid. Confirmatory documents are intended only to substantiate the declaration already made; they cannot be used to materially alter or substitute essential particulars. Acceptance of a document inconsistent with the declared figures would amount to permitting post-bid modification of a material term, which is impermissible and would compromise the integrity of the competitive process.



14. The argument that even excluding FY 2023–2024 turnover the petitioner would satisfy the minimum eligibility threshold cannot assist the petitioner. Once the bidder voluntarily incorporates specific figures in the BSC, those figures become subject to verification. A discrepancy touching financial credentials cannot be treated as a minor or technical defect. In **Central Coalfields Ltd. v. SLL-SML (JV Consortium)**, (2016) 8 SCC 622, the Supreme Court held that essential conditions of a tender must be strictly complied with and cannot be relaxed unless expressly permitted by the tender terms. The authority inviting tenders is entitled to enforce strict compliance with eligibility conditions to maintain fairness and transparency.
15. It is also borne out from the record that the Tender Committee deliberated upon the confirmatory documents and even obtained legal opinion before arriving at its conclusion. Such due diligence negates the allegation of arbitrariness or mala fides. No material has been placed before this Court to demonstrate that the decision was actuated by bias or intended to favour respondent No. 4.
16. The plea of discrimination based on past acceptance of similar documents is equally untenable. Each tender process stands independently. In **Michigan Rubber (India) Ltd. (supra)**, it was clearly held that there is no concept of estoppel against tender conditions.
17. On cumulative consideration of the factual matrix and the settled legal principles governing judicial review in tender matters, this Court is satisfied that the decision of the Tender Committee is a plausible and reasoned administrative determination taken in accordance with the NIT.



It does not suffer from arbitrariness, irrationality, or procedural impropriety so as to warrant interference under Article 226 of the Constitution of India.

18. Accordingly, the writ petition is devoid of merit and is hereby **dismissed**.

No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

ved