



2026:CGHC:21562-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 2265 of 2026

1 - Sohan Lal Nayak S/o Namku Ram Nayak Aged About 54 Years R/o Subhash Nagar Ward No. 1, Dornapal Sukma District Sukma (C.G.)

... **Petitioner(s)**

versus

1 - State Of Chhattisgarh Through Its Secretary, Public Works Department, Mahanadi Bhawan, Atal Nagar (Naya Raipur) District Raipur (C.G.)

2 - Collector (Tribal Welfare) District Sukma (C.G.)

3 - Chief Executive Engineer Public Works Department, Jagdalpur District Bastar (C.G.)

4 - Executive Engineer Rural Engineering Services, Division Sukma District Sukma (C.G.)

... **Respondent(s)**

For Petitioner(s) : Mr. P. K. Tulsyan, and Mr. K. K. Baharani, Advocate.

For Respondent(s) : Mr. Praveen Das, Addl. Advocate General.

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

Per Ramesh Sinha, Chief Justice

08/05/2026

1. Heard Mr. Praveen Kumar Tulsyan, and Mr. Karan Kumar Baharani, learned counsel for the petitioner as well as Mr.



Praveen Kumar Das, learned Additional Advocate General,
appearing for Respondent/State.

2. By filing the present petition, the petitioner has prayed for following relief(s) :-

“10.1 Issue a writ of certiorari or any other appropriate writ to Quash and/or set aside the E-Tender Notice dated 24.04.2026 (Annexure P/1);

10.2 Issue a writ of mandamus or any other appropriate writ, order or direction to the Respondents to disclose reasons for non-finalization/cancellation of the earlier tender dated 13.03.2026 (Annexure P/3);

10.3 Issue an appropriate writ directing the Respondents to finalize the tender process dated 13.03.2026 and award the contract in accordance with law;

10.4 Grant any other relief(s) which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case, including costs of the petition.”

3. The subject matter, in brief, is that the petitioner is a registered “B” Class Government Contractor with the Public Works Department and participated in the E-Tender Notice No. 05 (Second) dated 13.03.2026 issued by respondent No. 02 for construction of a Post-Matric Boys Hostel at Golapalli, Block Konta, District Sukma. It is the case of the petitioner that after completion of the technical and financial evaluation process, he was declared as the lowest bidder (L-1). However, instead of awarding the work to the petitioner, respondent No. 02 issued a fresh E-Tender Notice No.



05 (Third) dated 24.04.2026 for the very same work without cancelling the earlier tender process. Aggrieved by the issuance of the fresh tender notice, the petitioner sought information under the Right to Information Act, 2005 and also submitted a representation before the authorities, but no satisfactory response has been received, compelling him to file the present writ petition.

4. Learned counsel for the petitioner submits that the petitioner, being a registered "B" Class Government Contractor, had participated in the E-Tender process initiated vide notice dated 13.03.2026 for construction of a Post-Matric Boys Hostel at Golapalli, Block Konta, District Sukma and, after being declared technically qualified, emerged as the lowest bidder (L-1) in the financial bid. It is submitted that despite completion of the tender process up to the stage of financial evaluation, respondent No. 02, without assigning any reason and without formally cancelling the earlier tender process, illegally issued a fresh E-Tender Notice dated 24.04.2026 for the very same work. According to learned counsel, such action is arbitrary, unreasonable, violative of Article 14 of the Constitution of India and contrary to the settled principles governing public procurement. It is further submitted that re-floating the tender without disclosing any valid reason amounts to colourable exercise of power and raises serious apprehension regarding lack of transparency and fairness in the decision-making process. Learned counsel further submits that though the petitioner sought information under the Right to



Information Act and also submitted a representation before the authorities, no response has been furnished till date. Hence, it is contended that the petitioner had a legitimate expectation that the tender process would be taken to its logical conclusion and, therefore, the impugned action of the respondents deserves interference by this Court.

5. Per contra, learned State counsel would submit that mere participation in the tender process or emergence of the petitioner as the lowest bidder (L-1) does not confer any indefeasible or vested right upon him to claim allotment of the contract. On instructions, he would also submit that the clause 17 of the NIT dated 13.03.2026 specifically requires the names of a qualified engineer for supervision of the work done by the contractor, when the cost of work is more than one crore rupees, for which two diploma engineer and two graduate engineer are required to be deputed. Though the petitioner submitted his tender disclosing the appointment of civil engineer Mr. Ankit Gupta, whereas on being verification of the documents, Mr. Ankit Gupta denied that he in any manner associated with the petitioner and made a complaint in writing that he has never issued any certificate in favour of the petitioner and it is forged certificate prepared by the petitioner and submitted along with the tender form. Since the petitioner was declared L-1 and the document submitted by him is denied by the person concerned, considering the forged document submitted by the petitioner, the tender NIT dated 13.03.2026 has been



cancelled and the department again called fresh NIT on 24.04.2026. It is submitted that the tendering authority possesses full discretion to cancel or re-float the tender process in administrative exigencies and in larger public interest. Learned counsel would further contend that the decision to issue a fresh E-Tender Notice dated 24.04.2026 was taken by the competent authority in accordance with law and the terms and conditions governing the tender process. It is also submitted that the scope of judicial review in contractual and tender matters is very limited and unless the action of the authorities is shown to be mala fide, arbitrary or actuated by bias, no interference is warranted by this Court in exercise of jurisdiction under Article 226 of the Constitution of India. Learned State counsel would further submit that no concluded contract had come into existence in favour of the petitioner and, therefore, the petitioner cannot claim any enforceable legal right merely on the basis of having emerged as L-1 bidder. Hence, the present writ petition being devoid of merit deserves to be dismissed.

6. We have heard learned counsel for the parties, considered their rival submissions made hereinabove and also gone through the records with utmost circumspection.
7. From perusal of the NIT dated 13.03.2026, Annexure P/3, it transpires that there is Condition No. 17 in the NIT, which is necessary to be noticed hereunder:



“17 कार्यस्थल पर कार्य के देखभाल हेतु ठेकेदार द्वारा अभियंता की नियुक्ति निम्नानुसार करनी होगी।

करोड़ से अधिक के कार्य हेतु	02 डिप्लोमा घारी एवं 02 ग्रेजुएट अभियंता
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ठेकेदार द्वारा कार्य की देखभाल हेतु अभियंता की नियुक्ति न की जाने की स्थिति में कलेक्टर दर अनुसार अभियंताओं का मानदेय चल देयकों से कटौती की जावेगी।”

8. It further transpires from the document submitted by the petitioner in the writ petition annexed at Page No. 52 and 53 that the petitioner submitted E-registration certificate on 10.02.2026 and provisional certificate dated 12.01.2020 with the endorsement of the said engineer Mr. Ankit Gupta with the petitioner. The E-registration certificate dated 10.02.2026 bears with the endorsement that:

“IT IS CERTIFIED THAT WHATEVER WORK DIRECTION WILL BE ISSUED IN ANY DEPARTMENT IN THE FINANCIAL YEAR 2025-2026 BY SOHANLAL NAYAK 'B' CLASS "CIVIL" CONTRACTOR CATEGORY INTEGRATED REGISTRATION SYSTEM, ALL THE WORK WILL BE INSPECTED BY ME.”

9. During the course of hearing, learned counsel appearing for the State would submit a complaint made by Mr. Ankit Gupta, Engineer, to the respondent Assistant Tribal Welfare Department, District Sukma, that the petitioner has forged the certificate submitted with the department in the NIT. In fact, he has never issued such certificate in favour of the petitioner, and the forged certificate is being used by the petitioner.
10. It appears that the petitioner participated in the tender process initiated vide E-Tender Notice dated 13.03.2026 for construction of



a Post-Matric Boys Hostel at Golapalli, Block Konta, District Sukma and claims to have emerged as the lowest bidder (L-1) in the financial bid. However, before issuance of any work order or execution of any agreement, a complaint was received by the department with respect to the submission of forged document by the petitioner in the NIT and then the respondent authorities canceled the earlier NIT dated 13.03.2026 and issued a fresh E-Tender notice Notice dated 24.04.2026 for the same work.

11. The Hon'ble Supreme Court in **Tata Cellular v. Union of India**, reported in (1994) 6 SCC 651, while dealing with the scope of judicial review in contractual and tender matters, has held that the Court does not sit as an appellate authority over administrative decisions relating to tenders and that judicial review is confined to examining the decision-making process. It has further been held that the Government must have freedom of contract and "fair play in the joints" in administrative matters. The relevant observations are reproduced hereinbelow:-

"94. The principles deducible from the above are:

(1) The modern trend points to judicial restraint in administrative action.

(2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.

(3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.

(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to



tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers, More often than not, such decisions are made qualitatively by experts.

(5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.

Based on these principles we will examine the facts of this case since they commend to us as the correct principles.”

12. In **Jagdish Mandal v. State of Orissa and Others**, (2007) 14 SCC 517, the Hon’ble Supreme Court laid down the tests for judicial interference in tender matters held that:

“22. (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. 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.”

13. It is well settled that mere participation in the tender process or



even declaration of a bidder as L-1 does not confer any vested or indefeasible right for award of contract unless a concluded contract comes into existence. The tendering authority is competent to cancel or re-invite tenders in administrative exigencies and public interest.

14. In the present case, except making bald allegations of arbitrariness and lack of transparency, the petitioner has failed to place any material on record to establish mala fide intention, favouritism or illegality on the part of the respondent authorities, it is found that the petitioner himself has submitted the certificate allegedly issued by the Mr. Ankit Gupta and the said person concerned Mr. Ankit Gupta denied the issuance of any certificate in favour of the petitioner. The scope of judicial review in tender matters being very limited, this Court does not find any ground warranting interference under Article 226 of the Constitution of India. Since no enforceable legal right of the petitioner has been infringed, the writ petition being devoid of merit deserves to be and is hereby **dismissed**. No order as to costs.

Sd/-

(Ravindra Kumar Agrawal)
Judge

Sd/-

(Ramesh Sinha)
Chief Justice