

**NAFR****HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 2266 of 2026**

M/s Helping World Through Its Proprietor - Dr. Kuldeep Singh, Aged About 30 Years, S/o Shri Mahipal Singh, Occupation - Veterinary Doctor, R/o Village - Janau Khari, Tahsil- Rajgarh, District- Chura (Rajasthan), Ata Present R/o House No. 154, Narayani Homes, Phase- li, Gokuldham Bilaspur, Tahsil- Sakri, District- Bilaspur (C.G.), Mo. No. 9057763557

... Petitioner(s)**versus**

1 - State Of Chhattisgarh Through - Secretary Department Of Urban Development Mahanadi Bhawan New Mantralaya Atal Nagar, Raipur Police Station - Rakhi Tahsil And District- Raipur (C.G.)

2 - Director Urban Administration And Development Department D-Block- 4th Floor, Indrawati Bhawan Atal Nagar Nawa Raipur, District- Raipur (C.G.)

3 - Executive Engineer Directorate Urban (Administration Development Department D- Block- 4th Floor Indrawati Bhawan Atal Nagar Nawa Raipur District- Raipur (C.G.)

4 - Commissioner Municipal Corporation Bilaspur District- Bilaspur (C.G.)

5 - Additional Commissioner Municipal Corporation Bilaspur District- Bilaspur (C.G.)

6 - Health Officer Municipal Corporation Bilaspur District- Bilaspur (C.G.)

7 - Sidhi Animal Welfare Society 01, Dalmiya Ki Dhani Sehi Kalan Road Chirawa Jhunjhuna Rajasthan- 333026 Mo. No. 09694123608

... Respondent(s)



For Petitioner(s) : Mr. Ratnesh Kumar Agrawal, Advocate.
For Respondent/State : Mr. Praveen Das, Addl. Advocate General.
For Respondent No.4,: Mr. Pankaj Agrawal, Advocate.
5 and 6.

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

Order on Board

Per Ramesh Sinha, Chief Justice

07/05/2026

1. Heard Mr. Ratnesh Kumar Agrawal, learned counsel for the petitioner as well as Mr. Praveen Kumar Das, learned Additional Advocate General, appearing for Respondent/State and Mr. Pankaj Agrawal, learned counsel appearing for the Respondent Nos. 4, 5 and 6.
2. By filing the present petition, the petitioner has prayed for following relief(s) :-

“10.1 That, this Hon'ble Court may kindly be pleased to call for entire records of the case, from the authorities.

10.2 That, this Hon'ble Court may kindly be please to quash the direction dated 17.02.2026 issued by respondent no. 2 in the respect of the municipal corporation Bilaspur (Annexure-P/1), is in the interest of justice.

10.3 That, this Hon'ble Court may kindly be please to quash the order dated 23.02.2026 passed by the respondent no. 4 authorized to the respondent no. 7 (Annexure-P/2), is in the interest of justice.

10.4 That, this Hon'ble Court may kindly be please to quash the order dated 12.03.2026



passed by respondent no. 6 (Annexure-P/3), is in the interest of justice.

10.5 That, any other relief/order which may deem fit and just in the facts and circumstances of the case including award of the costs of the petition may be given.”

3. The brief facts of the case, in nutshell, are that the petitioner is a proprietorship firm engaged in veterinary services and its proprietor possesses the degree of Bachelor of Veterinary Science & Animal Husbandry (BVSC & AH) and is duly registered with the Rajasthan State Veterinary Council as well as the Veterinary Council of India. The petitioner firm was awarded work vide agreement dated 15.01.2025 and work order dated 16.01.2025 by respondent No. 5 for capturing, sterilization and anti-rabies vaccination of stray dogs within the limits of Municipal Corporation Bilaspur in accordance with the Animal Birth Control Rules, 2023 and the guidelines issued by the Animal Welfare Board of India (AWBI). Subsequently, respondent No. 3 floated a tender dated 23.12.2025 for empanelment of agencies for conducting ABC operations for stray dogs in the State of Chhattisgarh and thereafter executed an agreement dated 04.02.2026 with respondent No. 7 for implementation of the said work for a period of five years, including within the limits of Municipal Corporation Bilaspur.
4. It is the case of the petitioner that though the original tender notice did not specifically include the municipal limits of Bilaspur, respondent No. 7 was authorized to undertake the work within the



said area and, pursuant thereto, the agreement executed in favour of the petitioner came to be terminated vide order dated 12.03.2026. According to the petitioner, the action of the respondent authorities in terminating the petitioner's agreement and entrusting the work to respondent No. 7 is contrary to the Animal Birth Control Rules, 2023 and the guidelines of the Animal Welfare Board of India and is arbitrary and mala fide in nature. It is further pleaded that despite submission of representation/complaint before the authorities, no action has been taken, compelling the petitioner to approach this Court by filing the present writ petition.

5. Learned counsel for the petitioner submits that the petitioner firm was duly engaged by respondent No. 5 for carrying out sterilization and anti-rabies vaccination of stray dogs within the limits of Municipal Corporation Bilaspur in accordance with the Animal Birth Control Rules, 2023 and the guidelines issued by the Animal Welfare Board of India. It is submitted that despite the subsistence of the agreement executed in favour of the petitioner, respondent No. 2 issued directions dated 17.02.2026 for empanelment of respondent No. 7 and thereafter respondent No. 4 authorized respondent No. 7 to undertake the work within the limits of Municipal Corporation Bilaspur, though the original tender notice dated 23.12.2025 did not specifically include the Bilaspur Municipal area. According to learned counsel, the subsequent authorization granted in favour of respondent No. 7 is contrary to



the terms of the tender notice and the provisions of the Animal Birth Control Rules, 2023.

6. He further submits that on the basis of the aforesaid directions and authorization, respondent No. 6 arbitrarily terminated the agreement executed with the petitioner vide order dated 12.03.2026 without affording any opportunity of hearing. Learned counsel contends that the impugned action of the respondents is arbitrary, mala fide and violative of Article 14 of the Constitution of India. It is also argued that the petitioner, whose proprietor is a qualified veterinary practitioner duly registered with the competent councils, is fully eligible to undertake the work under the Animal Birth Control Rules, 2023 and the guidelines issued by the Animal Welfare Board of India. Hence, it is prayed that the impugned directions, authorization and termination order deserve to be quashed.
7. Per contra, learned State counsel would submit that the impugned actions have been taken strictly in accordance with the Animal Birth Control Rules, 2023 and in larger public interest for effective implementation of sterilization and anti-rabies vaccination programmes across the State. It is submitted that respondent No. 3 had floated a State-level tender for empanelment of agencies for conducting ABC operations for stray dogs including post-operative care in Chhattisgarh and pursuant thereto respondent No. 7 was duly empanelled by the competent authority.



Thereafter, directions were issued to all Municipal Corporations and Municipalities for implementation of the scheme through the empanelled agencies in order to ensure uniformity and proper execution of the programme throughout the State. Learned State counsel would further submit that the petitioner does not possess any vested or indefeasible right to continue the work merely on the basis of the earlier agreement executed with respondent No. 5, as the said agreement was purely contractual in nature and liable to be terminated in administrative exigencies. It is contended that no fundamental or legal right of the petitioner has been infringed and the allegations of arbitrariness and mala fide are wholly baseless and unsupported by any material on record. Hence, the writ petition being devoid of merit deserves to be dismissed.

8. Learned counsel appearing for respondent Nos. 4, 5 and 6 would submit that earlier the petitioner was awarded the work under the agreement dated 15.01.2025 and was issued a work order on 16.01.2025 for a period of one year from the date of execution of the agreement. On 15.01.2026, the work contract of the petitioner came to an end and thereafter, the work order was issued in favour of respondent No. 7 on 06.02.2026 after execution of the agreement on 05.02.2026, pursuant to which respondent No. 7 started working under the work agreement for Sterilization and Anti-Rabies Vaccination of Stray Dogs as per the implementation of the ABC Rules, 2023. The petitioner made his representation



on 16.04.2026, which was much after the allotment of the work to respondent No. 7. Respondent No. 7 was empanelled under the directions of the State Government for execution of the said work. Therefore, the petitioner has no merit in the writ petition and the same is liable to be dismissed.

9. We have heard learned counsel for the parties, considered their rival submissions made hereinabove and also gone through the records with utmost circumspection.
10. 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 b 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.”

11. 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.”

12. Having heard learned counsel for the parties and after perusal of the material available on record, it appears that the petitioner was awarded contractual work for sterilization and anti-rabies vaccination of stray dogs within the limits of Municipal Corporation Bilaspur under the Animal Birth Control Rules, 2023. Subsequently, respondent No. 3 initiated a State-level tender process for empanelment of agencies for conducting ABC operations throughout the State of Chhattisgarh and pursuant thereto respondent No. 7 came to be empanelled by the competent authority. Thereafter, directions were issued for implementation of the programme through the empanelled agencies across various Municipal Corporations and Municipalities including Municipal Corporation Bilaspur, pursuant to which the agreement executed in favour of the petitioner came to be terminated.

13. It is well settled that matters relating to award of contracts and implementation of policy decisions fall within the domain of the executive authorities and the scope of judicial review in such matters is very limited. Unless the decision-making process is shown to be arbitrary, mala fide, discriminatory or contrary to statutory provisions, interference by this Court in exercise of powers under Article 226 of the Constitution of India is not warranted. In the present case, except making bald allegations, the petitioner has failed to place any cogent material on record to



establish that the action of the respondent authorities in empanelling respondent No. 7 and terminating the petitioner's agreement suffers from mala fide or patent illegality.

14. It is also evident that the agreement executed in favour of the petitioner was purely contractual in nature and no vested or indefeasible right accrued in favour of the petitioner to continue the work indefinitely. The respondent authorities were competent to take administrative and policy decisions in larger public interest for effective implementation of the Animal Birth Control programme throughout the State. This Court does not find any violation of the provisions of the Animal Birth Control Rules, 2023 or infringement of any fundamental or statutory right of the petitioner warranting interference in the present matter.
15. Accordingly, 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