



2026:CGHC:26711-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 3290 of 2026

M/s Satish Kumar Bohidar Through Its Proprietor Satish Kumar Bohidar
S/o Shankar Prashad Bohidar Aged About 44 Years R/o Naya Kosta
Para Raigarh District- Raigarh Chhattisgarh

... **Petitioner**

versus

1 - South Eastern Coalfields Limited A Miniratna Company Subsidiary
Of Coal India Limited Through Its Chairman- Cum Managing Director, S
E C L, Bhawan, Seepat Road Sarkanda, Bilaspur, District- Bilaspur,
Chhattisgarh, District- Bilaspur, Chhattisgarh

2 - General Manager, South Eastern Coalfield Limited , Raigarh Area
P.B. No. 27, Raigarh Chhote Atarmuda Raigarh, District- Raigarh
Chhattisgarh

3 - M/ S Arun Bai Kushwaha Through Its Proprietor Arun Bai Kushwaha
R/o Ward No. 10 Choti Amlai Dhanpuri, District- Sahdol Madhya
Pradesh

... **Respondents**

(Cause-title taken from Case Information System)

For Petitioner	: Mr. Ashutosh Mishra, Advocate
For Respondents No.1 & 2	: Mr. H.S. Ahluwalia, Advocate

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Judgment on Board

Per Ramesh Sinha, Chief Justice

01.07.2026

1. Heard Mr. Ashutosh Mishra, learned counsel for the petitioner and
Mr. H.S. Ahluwalia, learned counsel appearing for the
SECL/respondents No.1 & 2.



2. By filing the present petition, the petitioner has called in question the legality, validity and propriety of the tender process initiated pursuant to Notice Inviting Tender (NIT) No. SECL/RAIGARH/GM/CIVIL/e-TENDER/2025/39 dated 20.08.2025 issued by respondent No.2 – South Eastern Coalfields Limited (SECL), whereby bids were invited for hiring seven air-conditioned light motor vehicles for deployment with the Tripura State Rifles (TSR) at various locations under SECL, Raigarh Area. The petitioner has also questioned the Letter of Acceptance dated 27.03.2026 issued in favour of the private respondent and has further prayed for issuance of a direction to the respondents to initiate a fresh tender process after removing the alleged ambiguity in the eligibility criteria relating to work experience. The petitioner has prayed for following relief(s) :-

"10.1. Issue an appropriate writ, order or direction quashing the entire tender process initiated pursuant to NIT No. SECL/RAIGARH/GM/CIVIL/e-TENDER/2025/39 dated 20.08.2025 issued by Respondent No. 2 for hiring of seven air-conditioned light motor vehicles for deployment with the Tripura State Rifles (TSR), SECL Raigarh Area;

10.2. Issue an appropriate writ, order or direction quashing the Letter of Acceptance (LOA) dated 27.03.2026 issued in favour of the private respondent pursuant to the aforesaid tender process;



10.3. Issue an appropriate writ, order or direction directing the respondents to initiate a fresh tender process after removing the ambiguity and inconsistencies relating to the eligibility criteria and work experience requirements contained in the tender documents;

10.4. Pass such other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

3. Briefly stated, the facts of the case are that the petitioner is a registered proprietorship concern engaged in the business of transportation and vehicle hiring services. Pursuant to the aforesaid NIT dated 20.08.2025, the petitioner participated in the tender process by submitting its technical and financial bids along with work completion certificates evidencing execution of similar works.
4. According to the petitioner, the tender contemplated schedule-wise award of contracts and determination of L-1 separately for each schedule. It is the case of the petitioner that while Clause 8(A) of the NIT prescribed eligibility with reference to the aggregate estimated value of the tender, Clause 4 Note-2 of the Special Terms and Conditions stipulated that in cases of schedule-wise evaluation, the work experience and financial turnover were required to be assessed separately with reference to each schedule, thereby creating an apparent inconsistency in the tender conditions.



5. The grievance of the petitioner is that despite such ambiguity, the respondents proceeded with the evaluation process and ultimately declared the private respondent as L-1 in all the schedules. The petitioner submitted a representation raising objections to the eligibility of the private respondent, which came to be rejected. Thereafter, upon obtaining information under the Right to Information Act, the petitioner claims to have discovered that the private respondent had furnished only two work experience certificates allegedly not satisfying the prescribed eligibility criteria. Aggrieved thereby, the petitioner has preferred the present writ petition.
6. Learned counsel appearing for the petitioner submits that the tender conditions are self-contradictory inasmuch as Clause 8(A) of the NIT prescribes work experience with reference to the total estimated value of the tender, whereas Clause 4 Note-2 of the Special Terms and Conditions specifically mandates that in case of schedule-wise evaluation, the eligibility relating to work experience and financial turnover is to be assessed separately for each individual schedule. It is submitted that the respondents failed to remove this ambiguity before proceeding with the evaluation process, thereby rendering the entire tender process arbitrary, unreasonable and violative of Article 14 of the Constitution of India. He would further submit that the respondents themselves were conscious of such ambiguity, which is evident from another tender bearing Bid No.



GEM/2026/B/7093420 wherein a similar condition was subsequently removed while issuing a fresh tender. It is contended that once the respondents themselves realized that the tender condition admitted of multiple interpretations, they could not have proceeded with the present tender without issuing a clarification or corrigendum. According to learned counsel, the conduct of the respondents in selectively adopting one interpretation has resulted in conferring undue advantage upon the private respondent and has vitiated the entire tender process.

7. It is lastly submitted that the information supplied under the Right to Information Act demonstrates that the private respondent did not possess the minimum prescribed work experience under Clause 8(A) of the tender document. Therefore, the declaration of the private respondent as a successful bidder and issuance of the Letter of Acceptance dated 27.03.2026 are contrary to the mandatory eligibility conditions contained in the tender documents. It is, therefore, prayed that the impugned tender process and consequential Letter of Acceptance be quashed and the respondents be directed to issue a fresh tender after removing the ambiguity in the eligibility conditions.
8. On the other hand, learned counsel appearing for respondent Nos.1 and 2 – South Eastern Coalfields Limited (SECL), at the outset, submits that the prayers made in the writ petition itself are fundamentally misconceived and defective. It is submitted that



while the petitioner seeks quashment of the entire tender process on the ground of ambiguity in the tender conditions, simultaneously the challenge is directed against the award of contract in favour of the private respondent on the premise that the private respondent did not satisfy the eligibility criteria prescribed under the same tender conditions. According to learned counsel, the petitioner cannot simultaneously assail the tender conditions as being ambiguous and, at the same time, seek enforcement of those very conditions against the successful bidder. It is further submitted that the petitioner, having participated in the tender process without demur and having accepted the terms and conditions thereof, is estopped from challenging the tender conditions after having remained unsuccessful. It is contended that the evaluation was carried out strictly in accordance with the tender documents by the competent Tender Evaluation Committee and no arbitrariness, mala fides or violation of any statutory provision has been demonstrated warranting interference by this Court in exercise of its jurisdiction under Article 226 of the Constitution of India.

9. We have heard learned counsel appearing for the respective parties and perused the material available on record.
10. The principal challenge raised by the petitioner proceeds on the premise that the tender documents contained ambiguity with regard to determination of work experience in cases where



evaluation was to be carried out schedule-wise. According to the petitioner, such ambiguity itself vitiates the tender process. Simultaneously, however, the petitioner seeks to contend that the private respondent was ineligible under Clause 8(A) of the very same tender document and consequently the Letter of Acceptance issued in its favour deserves to be quashed. The two submissions, in our considered opinion, are inherently inconsistent and mutually destructive. Once the petitioner asserts that the eligibility condition itself is ambiguous and capable of more than one interpretation, it cannot, in the same breath, seek strict enforcement of one particular interpretation for the purpose of disqualifying the successful bidder.

11. Apart from the above, it is well settled that a participant in a tender process who has voluntarily submitted its bid after fully understanding the terms and conditions thereof cannot ordinarily be permitted to challenge those very conditions merely because the outcome of the tender is not favourable to it. The petitioner admittedly participated in the tender process without raising any objection regarding the alleged ambiguity before submission of its bid. Having taken a calculated chance of being declared successful, the petitioner cannot now be permitted to question the terms of the tender after being unsuccessful. Such a challenge is clearly hit by the well-settled doctrine that a party cannot approbate and reprobate simultaneously.



- 12.** We also find no merit in the submission that the respondents were bound to issue a corrigendum merely because another independent tender allegedly contained different stipulations. Every tender constitutes a separate commercial transaction and the conditions governing one tender cannot automatically control or determine the interpretation of another. The cancellation or modification of conditions in a different tender process cannot, by itself, furnish a legal basis for invalidating the present tender.
- 13.** Equally untenable is the contention that the action of the respondents suffers from mala fides or was intended to confer undue benefit upon the private respondent. Allegations of mala fides must be pleaded with specificity and established by cogent and convincing material. Except making bald allegations based upon inferences drawn from another tender process, the petitioner has not placed any material demonstrating bias, favouritism or colourable exercise of power on the part of the tendering authority. Mere suspicion or conjecture cannot substitute legal proof, particularly in matters involving judicial review of commercial decisions.
- 14.** The scope of judicial review in contractual and tender matters is well defined. This Court does not sit as an appellate authority over the decision of the Tender Evaluation Committee. Unless the decision-making process is shown to be arbitrary, irrational, actuated by mala fides or in violation of the statutory provisions or



the tender conditions, interference under Article 226 of the Constitution is unwarranted. The Court is concerned with the decision-making process and not with the correctness of the commercial decision itself. No material has been brought on record to establish that the evaluation undertaken by the respondents suffers from any such infirmity warranting exercise of extraordinary writ jurisdiction.

15. In view of the aforesaid discussion, we are of the considered opinion that the petitioner has failed to make out any case warranting interference with the impugned tender process or the consequential Letter of Acceptance issued in favour of the private respondent. The writ petition, being devoid of merit, deserves to be and is accordingly **dismissed**. No order as to costs.
16. Since the present writ petition, though listed under defaults, has been heard finally with the consent of learned counsel appearing for the parties and is being decided on merits, the defects pointed out by the Registry are treated as waived off.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice