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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 5665/2025**

M/S U.S INFOTECH

.....Petitioner

Through: Mr. Attul Bhucchr, Ms. Sneha Arya,
Ms. Roopini Nandam, Ms. Pankhuri
Tiwari, Ms. Sobiya Manzoor, Ms.
Harshi Gaur, Ms. Meenakshi Sahu,
Advs.

versus

CENTRAL WAREHOUSING CORPORATION & ORS.

.....Respondents

Through: Mr. Keshav Thakur, Mr. Rajesh
Singh, Mr. Prithvi and Ms. Pallavi
Sharma, Advs. for R-1,2,3.
Mr. Shoumendu Mukherji, SPC, UOI
with Mr. Amit Acharya, GP, Mr.
Aniruddha Ghosh, Ms. Megha Sharma
and Mr. Anshuman Mohanty, Advs
for R-4.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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02.05.2025

CM APPL. 25915/2025

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of .

CM APPL. 25914/2025

3. Counsel for the petitioner has prayed for an interim measure that respondent Nos. 1 to 3 be directed not to finalize or award any contract



pursuant to the tender bid No. GeM/2025/B/6142558 dated 17.04.2025 or any subsequent tender concerning the manpower services.

4. A further interim prayer made is that the respondent Nos. 1 to 3 to maintain status quo ante as on 31.03.2025 in relation to supply of unskilled, semi-skilled, and skilled manpower at the pest control sites and units of the respondent Corporation.

5. The claim put forth by the petitioner in the writ petition is that pursuant to an earlier tender process, the petitioner had participated in the bid and after having been declared as L1 bidder was also awarded the contract, however, the said contract has been cancelled on a subsequent date i.e. 15.04.2025. It has further been argued on behalf of the petitioner that in the meantime a fresh tender has been floated where the eligibility condition relating to work experience has been altered from two years to five years.

6. Learned counsel for the petitioner has also stated that before cancelling the contract, no opportunity of hearing was provided to the petitioner and, accordingly, the respondent Corporation being a public sector undertaking is bound by the rule of fairness and non-arbitrariness. The submission thus, is that before cancelling the contract since no opportunity of hearing was provided to the petitioner as such the impugned action on their part is in flagrant violation of principles of natural justice.

7. Refuting the submission made by learned counsel for the petitioner, Mr. Keshav Thakur, Advocate representing the Corporation has stated that the reason for cancellation of the contract is that the petitioner had relied upon a work experience certificate issued by the Corporation on 11.03.2025 in which, by mistake, the experience of the petitioner was counted up to 31.03.2025. It is his further submission that on account of such a *bona fide*



mistake, the work experience certificate issued to the petitioner was cancelled and on disclosure of such a mistake the same has been only rectified. His further submission is that since by the last date of submission of the earlier tender bid, the petitioner did not have the requisite work experience to his credit, therefore the contract has been cancelled.

8. It is his further submission that, in case, while cancelling the earlier work experience certificate, only the mistake was to be rectified, it was not necessary for the respondent Corporation to have given an opportunity of hearing to the petitioner.

9. Having considered the submissions made by learned counsel for the respective parties, what we find is that the petitioner had claimed the work experience on the basis of the certificate issued by the Corporation, however, the Corporation later realizing its mistake that the work experience depicted in the certificate dated 11.03.2025 had included the period till 31.03.2025 as such, subsequently, it is only that the Corporation rectified its mistake.

10. Even if an opportunity was given to the petitioner, in our *prima facie* opinion it would only have been an empty formality for the reason that no work experience certificate could be issued on 11.03.2025 depicting the work experience up to 31.03.2025.

11. Learned counsel for the petitioner has also stated that the work experience now required as per the fresh tender is five years whereas, it was earlier two years and that this alteration has deliberately been done by the respondent Corporation to oust the petitioner from participation in the tender.

12. *Prima facie*, we are not convinced with the said argument for the reason that it is the tendering authority which has to be given ample discretion in fixing the conditions of the tender document and unless any particular



condition is absolutely arbitrary, it will not be permissible neither will it be possible legally for the Court to substitute its own conditions.

13. For the reasons aforesaid, we do not find any case for grant of interim relief. The prayer thus made is hereby dismissed.

W.P.(C) 5665/2025 & CM APPL. 25916/2025

14. Issue notice to the respondents returnable on 11.08.2025.

15. Mr. Keshav Thakur, Advocate appears and accepts notice on behalf of respondent Nos. 1 to 3. Mr. Shoumendu Mukherji, Advocate accepts notice on behalf of respondent No.4.

16. Let a counter affidavit be filed on behalf of respondent Nos. 1 to 3 within six weeks. Two weeks thereafter is granted to the petitioner to file the rejoinder affidavit.

DEVENDRA KUMAR UPADHYAYA, CJ

TUSHAR RAO GEDELA, J

MAY 2, 2025

N.Khanna