IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 4807 of 2026

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M/S.GHV (INDIA) PRIVATE LTD.
Versus
UNION OF INDIA & ORS.

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Appearance:
MR RAMNANDAN SINGH(1126) for the Petitioner(s) No. 1
DS AFF.NOT FILED (N) for the Respondent(s) No. 5,6
MRS KRISHNA G RAWAL(1315) for the Respondent(s) No. 1,2,3
MS ARUSHI VYAS(13809) for the Respondent(s) No. 7
MS HARSHAL N PANDYA(3141) for the Respondent(s) No. 4
NOTICE SERVED BY DS for the Respondent(s) No. 1,2

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CORAM:**HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA**
and
HONOURABLE MR.JUSTICE J. L. ODEDRA

Date : 03/08/2026

ORAL ORDER
(PER : HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA)

1. The petitioner submitted his bid for the construction of certain technical buildings and connected services at Air Force Station, Deesa.

2. One of the requirements of the tender was that the bidder should have completed similar works. The respondents rejected the tender of the petitioner on the ground that the certificates that he had produced to indicate that he had completed works, did not, in fact, indicate that he had

actually completed the works. It was noticed that the Certificate of Experience in relation to the Tender of 2023 with Railways, itself indicated, as follows:

"9.	Present state of work	<u>Work-in-progress and extension granted upto 31.12.2025 on under clause 5.1 of the EPC contract."</u>

3. It was, therefore, the view of the respondents that this could not be construed as a certificate of satisfactorily completed work.

4. Mr.Ramnandan Singh, learned advocate for the petitioner, however, seeks to contend that the earlier clause, i.e. Clause 8, which reads hereunder, clearly indicates that he had completed the work to the tune of Rs.490 crores and, therefore, the petitioner had, in fact, satisfied the requirement :-

"8.	Cost of Completed work & Amount Paid so far	4907996279=00 upto 34th on account bill (including CoS) (Processed Sept-2025)"

5. In our view, the opinion of the respondents that this could not be considered as a certificate of experience in respect of completed work will have to be upheld, since the certificate itself had stated that it was a work-in-progress and extension had been granted upto 31.12.2025. If the work is in progress and an extension is granted, it cannot obviously be said that the work had been completed satisfactorily. Merely because huge sums are paid, that would not, by itself, indicate the successful completion of the work that was tendered for. This argument, therefore, cannot be of any avail.

6. Learned counsel also pointed out that an experience certificate issued by the National Highway Authority of India was also produced, which indicated that the petitioner had, in fact, constructed a building, which had a height of 12.6 meters and a plinth area of 1395 sq.meters. However, the said certificate which was produced also contained a statement to the following effect:

> "The PCC (Provisional Complete Certificate) has been issued for the project on 24.03.2025."

7. As could be seen from the above, the completion certificate

that had been issued to the petitioner was only a provisional certificate and, therefore, on this certification, it could not be held that the petitioner had satisfactorily completed the work in its entirety. The decision of the respondent in not considering this work certificate cannot be found fault with.

8. In view of the fact that the petitioner did not have the requisite qualification, i.e it had not satisfactorily completed the similar works, the decision of the respondents in holding that the petitioner was not qualified, cannot be found fault with. The petition is, therefore, dismissed.

(N.S.SANJAY GOWDA,J)

(J. L. ODEDRA, J)

SUDHIR