

**Om Prakash
Versus
State of H.P. and Others**

**CMP No.1775 of 2026 in
CWP No. 1311 of 2026**

Reserved on: 19.01.2026

23.01.2026 Present: Mr Mohan Sharma, Advocate, for the petitioner.

Mr Divakar Dev Sharma, Additional Advocate General, for the respondents, State.

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The petitioner participated in a tender floated by the respondent No.2, but his technical bid was rejected on the ground that a declaration (affidavit) required from the prospective bidder as per Clause xii of the notice inviting tender was not submitted.

2. The petitioner filed the present petition assailing the rejection; however, there is nothing in the petition to show that the petitioner had submitted the declaration required from the prospective bidder under Clause xii of the notice inviting tender. The petitioner has also not annexed a copy of the declaration to the petition.

3. It was laid down by the Hon'ble Supreme Court in *Uflex Ltd. v. Government of Tamil Nadu and Others*, (2022) 1 SCC 165, that the tenderer can always seek damages in Civil Court and a writ petition should only be entertained

when the decision is so arbitrary or irrational that it could never have been taken by any responsible authority acting reasonably in accordance with law.

4. It was held in *Indian Medicines Pharmaceuticals Corpn. Ltd. v. Kerala Ayurvedic Coop. Society Ltd.*, (2023) 19 SCC 755, that the Court can interfere with the tender process if it is arbitrary and violative of Article 14 of the Constitution of India.

5. It was held in *Vinishma Technologies (P) Ltd. v. State of Chhattisgarh and Another*, 2025 SCC OnLine SC 2119, that the Court can not sit over the eligibility criteria in the tender notice unless it is arbitrary or discriminatory.

6. In the present case, the technical bid was rejected for want of declaration, and there is nothing on record to show that the rejection was bad. In the absence of the declaration (affidavit) containing the requisite particulars, the decision of rejecting the petitioner's technical cannot be, *prima facie*, said to be bad, requiring the issuance of any interim direction at this stage.

7. Reliance was also placed upon *Maha Mineral Mining & Benefication Pvt. Ltd. Vs. Madhya Pradesh Power Generating Co. Ltd. & Anr.*, 2025 INSC 1085, in which it was held that the authority erred in interpreting the terms of the contract to require the submission of a joint venture

agreement. Reliance was also placed upon *Bikesh Kumar Chambial Vs. State of H.P. & Others*, CWP No.1097 of 2026, order dated 09.01.2026, in which the authority had erred in excluding the GST. In the present case, the notice inviting tender specifically mentions that a declaration is required to be furnished, and there is no error in the interpretation. Hence, the cited judgments do not apply to the present case.

8. Thus, *prima facie*, no case is made out for the grant of any stay order.

9. Reply, on behalf of the non-applicants/respondents, if any, be filed within three weeks, and the matter be listed along with the main matter.

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10. Reply, if any, be filed within three weeks, and the matter be listed before the appropriate Bench having a roster after winter vacation.

(Rakesh Kainthla)
Vacation Judge

23 January, 2026
(Rajeev Raturi)