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ORISSA HIGH COURT : CUTTACK

W.P.(C) No.1134 of 2026

In the matter of an Application under Articles 226 & 227
of the Constitution of India, 1950

* * *

Mythri Infrastructure and
Mining India Private Limited
Represented through its
Managing Director
Sri Tella Srinivasa Rao
About 58 years
Son of Late Tella Veeraiah
Residing at: D. No. 50-117-17, NE Layout
ASR Nagar, Visakhapatnam – 530 013
Andhra Pradesh. ... Petitioner

-VERSUS-

1. The Managing Director
Odisha Mining Corporation Limited
OMC House, Bhubaneswar – 751 001
Odisha.
2. The Chief General Manager (Mining)
Odisha Mining Corporation Limited
OMC House, Bhubaneswar – 751 001
Odisha. ... Opposite Parties.

Counsel appeared for the parties:

For the Petitioner : Mr. Vikas Singh, Senior Advocate
Assisted by
Mrs. Subhashree Sen,
Ms. Deepika Kalia and
Mr. Ajit Parija, Advocates.



For the Opposite Parties : Mr. Sanjit Mohanty,
Senior Advocate
M/s. Pravat Kumar Muduli,
Ipsit Aurobindo Acharya and
Chandan Kumar Rout,
Advocates.

P R E S E N T:

**HONOURABLE CHIEF JUSTICE
MR. HARISH TANDON**

AND

**HONOURABLE JUSTICE
MR. MURAHARI SRI RAMAN**

Date of Hearing : 05.02.2026 :: Date of Judgment : 31.03.2026

JUDGMENT

MURAHARI SRI RAMAN, J.—

Flagging arbitrariness in issue of Tender Cancellation Notice dated 05.01.2026 (Annexure-10), whereby the tender floated *vide* RfP No.193/OMC/P&T/2025, dated 03.11.2025 and e-Tender No.OMC/25-26/ET/3 by M/s. Odisha Mining Corporation Limited for Selection of Mine Operator for Kodingamali Bauxite Mine in the district of Koraput and Rayagada in the State of Odisha through Reverse Auction Bidding Process has been cancelled after the petitioner emerged as successful bidder upon opening the technical as well as the price bids, and



undertaking reverse auction bidding process, the instant writ petition has been filed beseeching to invoke power of judicial review under Article 226 of the Constitution of India to grant following relief(s):

“It is therefore humbly prayed that this Hon’ble Court may graciously be pleased to admit this writ petition, issue Rule NISI in the nature of a writ of Certiorari calling upon the opposite parties to show cause as to why the present petitioner shall not be allowed by setting at naught the Tender Cancellation Notice dated 05.01.2026 as under Annexure-10;

And further as to why, the opposite parties shall not be directed to issue work order to the Petitioner in pursuance to tender process with respect to tender No.RfPNo. 193/OMC/P&T/2025 dated. 03.11.2025 & e-Tender No. OMC/25-26/ET/3 floated for Selection of Mine Operator in respect of Kodingamali Bauxite Mine in the district of Koraput and Rayagada, Odisha;

And if the opposite parties fails to show cause or show insufficient cause the RULE be made absolute and consequently the policy of the opposite parties in cancelling the tender process thereby nor issuing the work order be quashed as being arbitrary and against public interest;

And be further pleased to pass any such other and order as would be deemed fit and proper under the facts and circumstances of the present case;

And for this act of kindness of this Hon’ble Court, the petitioner shall as in duty bound ever pray.”



Facts:

2. Shorn off unnecessary narration of facts as adumbrated in the writ petition, the following facts are culled out to appreciate the merit of contentions of respective parties.

2.1. The opposite parties-Odisha Mining Corporation Limited (for brevity, “OMC”) awarded a contract (NIT No.149, dated 18.05.2017) to the petitioner’s erstwhile partnership firm. The work was formalized by issue of LoA No. 14029 dated 25.09.2017 and execution of Agreement No.12 dated 27.12.2017. After the petitioner’s company, M/s. Mythri Infrastructure and Mining India Pvt. Ltd. was incorporated in 2019, it seamlessly took over and executed the Kodingamali Bauxite Mine work. The petitioner continuously performed the work entrusted by the OMC for eight years (2017-2025) and completed work valued at nearly Rs.486 Crores (excluding escalation and GST).

2.2. M/s. OMC Ltd. floated open tender *vide* RfP (Request for Proposal) No.193/OMC/P&T/2025 dated 03.11.2025; e-tender No.OMC/25-26/ET/03, dated 03.11.2025. The peak rated target was fixed at 35 Lakhs MT per year for a period of five years and extendable for another three years. Last date of submission of bid was fixed on 25.11.2025 at 5:00 P.M. The bid document was made available to the intending bidder at Rs.1,18,000/-. A



Portal was opened for the said purpose which was allowed to download the tender documents by the intending bidder, from 04.11.2025.

2.3. On 15.11.2025 OMC issued a corrigendum to RfP dated 03.11.2025, modifying scheduled date and time and fixed on 27.11.2025, 5 P.M. On 27.11.2025 the RfP dated 03.11.2025 suffered another corrigendum whereby the bid date, time, *etc.* were rescheduled and fixed on 04.12.2025, 5 P.M. On 04.12.2025, in pursuance to the RfP, dated 03.11.2025 and as per subsequent corrigendum, the petitioner submitted online tender in MSTC Portal and submitted hard copy of tender documents by hand at the Office of M/s. OMC on 05.12.2025. The petitioner submitted the entire tender documents.

2.4. As per the schedule, technical bid was opened on 06.12.2025 and after technical evaluation being undertaken on 15.12.2025, the petitioner was found eligible along with one M/s. Kalinga Commercial Corporation Limited. On 08.12.2025 the bid documents were evaluated, and the petitioner was advised to cure the shortcomings/defects pointed out. The resubmission of the final documents was fixed on 15.12.2025 by 5 P.M. Responding to receipt of letter dated 08.12.2025 from OMC regarding queries/shortfall of documents, the petitioner submitted clarification on 11.12.2025 and



furnished list of related parties as required under Clauses 4.1.18 and 4.1.19 of bid documents and EPF.

2.5. The price bid was opened on 16.12.2025 at 5 P.M and it was found that the present petitioner having quoted price at Rs.252/MT became the lowest bidder as M/s. Kalinga Commercial Corporation Limited had quoted a price more than the price quoted by the petitioner's Company.

2.6. However, in order to have dynamic and further negotiable bid price, reverse auction bidding process was undertaken. Thus the Senior Manager of OMC sent a mail 6.30 P.M. inviting the petitioner to participate in demo reverse auction. It is specifically mentioned in the mail that the online Reverse Auction Bidding Process would be commenced on 17.12.2025 from 12 P.M. to 2 P.M. on the MSTC portal. For the purpose of demo on Reverse Auction Bidding Process, the portal was opened at 11.30 A.M. to 12 P.M. on 17.12.2025. The petitioner participated. The online reverse auction price negotiation was initiated at scheduled time between 12 P.M. to 2 P.M. on 17.12.2025, and it went on till early morning of 18.12.2025. When the reverse auction started, the first bid was given by M/s. Kalinga Commercial Corporation Limited. Accordingly, when the reverse auction went on, the last bid was of the petitioner's, *i.e.*, Rs. 132.50/- per MT, whereas it is Rs.133/- per MT of Kalinga



Commercial Corporation Limited. Hence, the latter could not out-bid the petitioner and withdrew from the auction. The petitioner's bid was the lowest when the initial bids were taken and was also the lowest when the reverse auction got finished. Though as stated in the tender document the opposite parties estimated ceiling price of Rs.386.88 per MT, the petitioner offered price of Rs.132.50 per MT as disclosed in the reverse auction. Thus, it is 65.74% lower than the estimated ceiling price of the opposite parties, i.e., Rs.386.88. However, the petitioner as a competitive bidder, has reduced the bid price so as to put its price lesser than the price put by the M/s. Kalinga Commercial Corporation Limited. The entire tender process got concluded after the exploration and finalization of the lowest bidding price through reverse auction bidding process among the techno commercially qualified bidders. Therefore, after having completed the entire tender process, the petitioner was entitled to be issued with work order by the OMC.

2.7. When the matter stood thus and the issue of work order was awaited, it came to the knowledge of the petitioner by visiting the portal of M/s. OMC that the opposite parties had issued a Tender Cancellation Notice on 05.01.2026 (Annexure-10).

2.8. The petitioner has approached this Court by way of filing this writ petition assailing the propriety and legality of



such cancellation of the tender after opening the technical bid, the financial bid and undertaking the reverse auction bidding process. Such Tender Cancellation Notice, being bereft of reasons, smacks arbitrariness in action of the Public Sector Undertaking-OMC and the approach of the opposite parties-authorities is illogical and unwholesome.

Counter affidavit filed by the OMC:

3. The tender floated *vide* RfP dated 03.11.2025 was reviewed and cancelled by the Chairman of OMC with the following observations:

A. Tender process *vide* RFP dated 03.11.2025 was flawed due to unreasonable restrictive eligibility condition at Clause 4.1.1 of RfP (relating to “similar work”), which hit the very root of the tender process, *i.e.* transparency and protecting loss to the OMC. Certain specific restrictions in Clause 4.1.1 of RfP (relating to “similar work”) benefitted one particular segment.

B. Certain procedural irregularity like mid tender relaxations to Clause 4.1.1 of RfP by way of Corrigendum No.1, dated 15.11.2025 amounts to post-tender tinkering, vitiates the entire tender process and compromises the legal tenability of the outcome of the tender. The condition of 500 TPH



crusher requirement at the very beginning of the tender process at Clause 4.1.1 of RfP was itself without any basis and arbitrary. Bid-submission dates were also extended.

- C. The cancellation of the tender process, was not an administrative fiat but was the outcome of a reasoned review by the Competent Authority, who on review finding arbitrariness in the tender process (imposition of restrictive conditions, arbitrary relaxation of conditions, time extension), called for cancellation of the tender process.
- D. The OMC floated tender for engagement of a Mine Operator for the Kodingamali Bauxite Mine in accordance with the applicable rules, guidelines, and tender conditions. The tender process, however, progressed only up to the stage of identification of the lowest bidder (L-1).

3.1. It is sought to be clarified that neither any Letter of Intent (LoI) nor was any Letter of Award (LoA) ever issued in favour of any of the Bidders at any point of time pursuant to RfP dated 03.11.2025. No Agreement has also been executed with any Bidder at any stage pursuant to said RfP. Before any further action could be taken in the tender process like issue of LoI, LoA, etc., multiple complaints were received by the OMC alleging



irregularities in the tender process pursuant to RfP dated 03.11.2025. Upon comprehensive scrutiny of the entire tender record at the level of the Competent Authority, it was found that there existed serious procedural infirmities which adversely affected the fairness, transparency and competitiveness of the Bidding Process and contrary to the settled principles governing public procurement and tender processes. Before any right is accrued on the Bidder, bearing in mind the larger public interest a conscious decision was taken to cancel the tender.

3.2. It is further affirmed that having right to correct any error in the tender process at any point of time, there is no embargo created in the OMC to cancel the tender process particularly when it is authorised by virtue of Clause 5.21 of the RfP. Emphasis is laid on the following clauses of the RfP to justify the action to cancel the tender:

i. Page 2 of RfP:

“Any further communications, corrigendum/ addendum, etc., will be uploaded on the website of MSTC and OMC. OMC reserves the right to reject any or all bids/proposals without assigning any reasons whatsoever.”

ii. Clause 12 at Page 10 of RfP:

“Disclaimer:



12. OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons. Further OMC reserves the right to annul the Bidding Process and/or to reject any or all Bids at any stage prior to the signing of the Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard.”

iii. Clause 5.21, Page 38 of RfP:

“5. Description of the Bidding Process:

5.21. Right to Annul Bidding Process:

OMC reserves the right to annul the Bidding Process at any point in time and without providing any explanation to the Bidders.”

iv. Clause 9.1, Page 53 of RfP [Annexure-1: Format for Covering Letter, See Clause 5.11.2(i) of the RfP]:

“9. Right to reject tender:

9.1. OMC reserves the right to accept, negotiate or reject any Bid and to cancel the Bidding Process and reject all Bids, at any time prior to the issuance of Letter of Award, without thereby incurring any liability to the affected



Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the OMC's action."

v. Clause 9.12, Page 54 of RfP:

"9.12.OMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;*
- (b) consult with any Bidder in order to receive clarification or further information;*
- (c) pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;*
- (d) retain any information and/or evidence submitted to OMC by, on behalf of and/or in relation to any Bidder, and/or*
- (e) independently or otherwise verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder."*

vi. Clause 6, Page 65 of RfP:



“6. We acknowledge the right of OMC to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.”

vii. Clause 9, Page 66 of RfP:

“9. We understand that OMC may cancel the Bidding Process at any time and that OMC is neither bound to accept any Techno-Commercial Bid that OMC may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 9 of the RfP.”

3.3. It is asserted that conduct of reverse auction bidding is a part of tender process which never intended to create indefeasible right in the Bidder to be awarded; nonetheless, all the stages of the tender process have not been completed. It is within the domain of the OMC to cancel the tender prior to issue of LoI or LoA, even the right is vested in OMC to cancel the tender prior to execution of the Agreement. A conscious decision to cancel the tender in question was taken on 05.01.2026 by the Management of OMC on appraisal of entire tender record (Paragraph 6 of the counter affidavit):

“After post bid evaluation, OMC Management observed that participation was significantly lower than anticipated. Upon further examination, it emerged that the requirement of crushing and screening experience with at least 500 TPH as technical eligibility criteria at Clause 4.1.1 of RfP was found to be restrictive, thereby



limiting transparency and wider participation in the tender process.”

3.4. With such background, the opposite parties have claimed that there was justification for review of the entire process. In order to maintain transparency and invite considerable participation in the process, the RfP dated 03.11.2025 has been cancelled. There being no irrationality in decision-making process, invocation of the writ jurisdiction is unwarranted and uncalled for.

Hearing:

4. As the pleadings are completed, the matter involves tender process for Selection of Mine Operator final hearing has been undertaken on the consent of the counsel for the respective parties.

4.1. Heard Sri Vikas Singh, learned Senior Advocate being assisted by Ms. Subhashree Sen, Ms. Deepika Kalia and Mr. Ajit Parija, Advocates and Sri Sanjit Mohanty being assisted by Sri Pravat Kumar Muduli and Sri Ipsit Aurobindo Acharya, learned Advocate for the petitioner.

4.2. Hearing being concluded, the matter was reserved for preparation and pronouncement of Judgment.

Arguments advanced by the counsel for the respective parties:



5. Sri Vikas Singh, learned Senior Advocate at the outset would submit that crushing experience is integral part of nature of subject-tender. The condition stipulated in RfP cannot be projected as restrictive. It is submitted that after financial bid is opened and reverse auction bidding process is concluded, without assigning any reason whatsoever, the tender could not have been cancelled.

5.1. It is forcefully argued that a cryptic, bald and unreasoned order of cancellation of tender cannot be sustained. Stemming on *Shree Ganesh Construction Vrs. State of Odisha*, W.P.(C) No.2656 of 2016, *vide Judgment dated 18.05.2016 [2016 (II) OLR 237]*¹ and *Mohinder Singh Gill Vrs. Chief Election Commissioner*, (1978) 1 SCC 405 it is submitted that in absence of any reason specified in the order impugned, subsequent explanation given in the counter affidavit cannot be taken into consideration.

5.2. It is urged that there is demonstrable misconstruction of the tender conditions on the part of the opposite parties and the reason for cancellation of tender being founded upon speculative expectation of increased participation or in anticipation of higher price in a fresh tender,

¹ The Hon'ble Supreme Court in *State of Odisha Vrs. Shree Ganesh Construction, Special Leave to Appeal (C) No(s). D-41354 of 2016*, passed the following Order on 01.12.2017:

"Heard.

Delay condoned.

The special leave petition is dismissed.

Pending applications, if any, shall stand disposed of."



cannot be held to be tenable. In order to buttress his argument he cited *Shanti Construction Pvt. Ltd. Vrs. State of Odisha*, 2025 SCC OnLine SC 2368; and *Golden Food Products India Vrs. State of Uttar Pradesh*, 2026 SCC OnLine SC 24.

5.3. Sri Vikas Singh, learned Senior Advocate strenuously submitted that in the reverse auction bidding process the petitioner has quoted price at Rs.132.50P. per MT; whereas the other party maintained it at Rs.133/- per MT. The other party made a complaint with respect to crushing requirement. It is submitted by the learned Senior Advocate that the petitioner having already worked for more than eight years having expertise in the nature of work in the tender, the OMC could not have acted whimsically on the objection of an unsuccessful party who could not bid price beyond Rs.133/-.

5.4. The consideration of objection of M/s. Kalinga Commercial Corporation Limited by the OMC that crushing activity could be outsourced is fallacious inasmuch as the crushing activity is integral part of the tender which cannot be outsourced. There is embargo put upon such outsourcing in the tender condition itself. Drawing attention of this Court to Clause 23.3—Restriction on Sub-contracting— of Annexure-11 of the Model Agreement which forms part of Bid Document (as given in the counter affidavit) it is vehemently contended



that the agreement would be terminated in the event the Mine Operator sublets or sub-contracts any portion of the work.

5.5. Arbitrariness in action of the opposite parties cannot shelter them under the anvil of Article 14 of the Constitution of India.

6. Sri Sanjit Mohanty, learned Senior Advocate commenced his argument by stating that M/s. OMC has simply cancelled the tender. It is *simpliciter* cancellation. The condition of “single unit” contained in the definition of “similar work” in Clause 4.1.1 set forth in the RfP would pose as restrictive bidding, which is sought to be removed for fetching better competition. Therefore, the action of the tendering authority needs no indulgence of this Court.

6.1. By cancelling the tender *in toto*, the OMC seeks to take away stringent restrictive condition put upon in the tender to attract more participation; nevertheless, it is not dispensing with the condition of crushing experience nor debarring the petitioner to participate in the fresh tender to be floated. Demonstrating that by a condition with respect to “similar work” *vide* Clause 4—Qualification requirements— of the RfP that “drilling, excavation, crushing and screening operation of at least 500 TPH, transportation/hauling of Ore/Waste done as



part of a single contract for the considered mineral by engaging required manpower and machineries” has been substituted by way of corrigendum dated 15.11.2025 that “Similar Work shall mean drilling, crushing and screening operation from a single unit of at least 500 TPH”. The use of the words “*single unit*” in said clause attracted less number of participants. In response to pre-bid queries dated 13.11.2025 against RfP, dated 03.11.2025 it has been clarified that as per Clause 4.1.1 of the Model Tender forming part of the RfP, the tender condition would prevail. Now by cancelling the tender, M/s. OMC in order to maintain transparency and to attract more competitive Bids seeks to remove the restrictive condition.

6.2. Relying on *State of Himachal Pradesh Vrs. OASYS Cybernatics Pvt. Ltd.*, 2025 SCC OnLine SC 2536 it is submitted by Sri Sanjit Mohanty, learned Senior Advocate that till LoI/LoA is issued and the Agreement is executed the tender process being not completed, the authority is vested in the OMC to review and cancel the tender. In the instant case, the petitioner is not debarred from participating in the fresh tender.

6.3. Since in the reverse bid difference in price between the two Bidders (only), namely the present petitioner and M/s. Kalinga Commercial Corporation Ltd. is only



Re.0.50P., the loss can be compensated by inviting more participants in the fresh bidding process.

6.4. He would submit that the Full Bench of this Court in the case of *Nanda Infra Construction Pvt. Ltd. Vrs. State of Odisha*, W.P.(C) No.5790 of 2024, *vide* Judgment dated 15.01.2025 [AIR 2025 Orissa 33]² held that “the opinions recorded by the Division Benches of this Court in the case of *M/s. Shree Ganesh Construction Vrs. State of Odisha*, 2016 (II) OLR 237; *Gangadhar Jena Vrs. State of Odisha*, 2017 (II) ILR-CUT 763; *Sampad Samal Vrs. State of Odisha*, AIR 2017 Ori 33; *Sical Logistics Ltd. Vrs. Mahanadi Coalfields Limited*, 2017 (II) ILR-CUT 1035; *Mackintosh Burn Ltd., Kolkata Vrs. State of Odisha*, W.P.(C) No.1309 of 2024, *vide* Order dated 01.05.2024 [AIROnline 2024 Ori 843]; *Bansal Infra Projects Pvt. Ltd., Bolangir Vrs. State of Odisha*, W.P.(C) No.334 of 2024, *vide* Order dated 24.06.2024 do not lay down the correct law”. He submitted that the case law referred by the learned Senior Advocate for the petitioner is misplaced and inapplicable. Expanding his argument further he submitted that there is no requirement to assign reason in the Tender Cancellation Notice, but to ascertain the

² The Hon’ble Supreme Court in *Nanda Infra Construction Pvt. Ltd. Vrs. State of Odisha*, Special Leave to Appeal (C) No(s). 10398-10399 of 2025, passed the following Order on 28.04.2025:
“We are not inclined to interfere with the impugned judgment; hence, the present special leave petitions are dismissed. However, the finding in the impugned judgment that reasons need not be brought on record for cancellation of a tender is an aspect which we deem appropriate to leave open.
Pending application(s), if any, shall stand disposed of.”



reason the file noting can be taken into consideration. It is on the backdrop of *Himachal Pradesh Vrs. OASYS Cybernatics Pvt. Ltd.*, 2025 SCC OnLine SC 2536 submitted that file notings have significance for the purpose of exercise of judicial review.

6.5. He therefore fervently requests for dismissal of the writ petition.

Discussion and consideration of rival contentions and submissions:

7. Having heard the counsel for the respective parties, the facts relevant emanate from RfP are that:

i. Clause 4.1: Technical Criteria under the Heading “Qualification Requirements” of RfP dated 03.11.2025 *inter alia* provided:

“SIMILAR WORK shall mean drilling, excavation, crushing and screening operation of at least 500 TPH, transportation/hauling of Ore/Waste done as part of single contract, for the considered mineral by engaging required manpower and machineries.”

ii. Pre-bid objections/clarification being received on 09/10.11.2025 for modifying the words “crushing and screening operation of at least 500 TPH” and on 12.11.2025 with respect to relaxing the condition of direct experience in “crushing and screening operations”, and similar requests on



subsequent dates from different entities intending to participate in the Bidding, on 15.11.2025 a corrigendum was issued by extending the schedule dates with the following:

“Similar work shall mean drilling, excavation, crushing and screening operation from a single unit of at least 500 TPH, transportation/hauling of Ore/Waste done as part of a single contract, for the considered mineral by engaging required manpower and machineries.”

- iii. It is clarified by the OMC that “tender conditions shall prevail”.
- iv. On 06.11.2025 technical bids were opened and out of four participants, two bidders, namely the petitioner and M/s. Kalinga Commercial Corporation Ltd. were found qualified.
- v. On 16.12.2025 the price bids were opened and the petitioner became the lowest bidder and M/s. Kalinga Commercial Corporation Ltd. remained the second.
- vi. On 17.12.2025 reverse auction bidding process was undertaken. Whereas the petitioner quoted price at Rs.132.50P. per MT, M/s. Kalinga Commercial Corporation Ltd. quoted Rs.133.00P. per MT.



vii. On 05.01.2026 the Tender Cancellation Notice was issued, which stands thus:

*“Odisha Mining Corporation Limited
(a gold category State PSU)
(A Government of Odisha Undertaking)*

*Tender Cancellation Notice
Date : 05.01.2026*

The tender floated vide RfP No. 193/OMC/P&T/2025 dated 03.11.2025 & e-Tender No.OMC/25-26/ET/3 floated for Selection of Mine Operator in respect of Kodingamali Bauxite Mine in the district of Koraput & Rayagada, Odisha is hereby cancelled.

*Sd/-
Chief General Manager
(Mining)”*

7.1. Resisting the argument of Sri Vikas Singh, learned Senior Advocate for the petitioner, the Senior Counsel appearing for OMC citing Full Bench decision of this Court rendered in *Nanda Infra Construction Pvt. Ltd. Vrs. State of Odisha*, AIR 2025 Orissa 33³ submitted that

³

Following conclusion appears at Paragraph 43 of the report:

“43. In view of the above discussion and the decisions of the Supreme Court referred to above, we answer the questions referred to the Full Bench as under:

- i) While testing the correctness of a purely administrative order passed by an authority, that is State within the meaning of Article 12 of the Constitution of India, which does not essentially require recording of any reason and includes an order in the nature of cancellation of a tender process/notice where a bid has not been accepted, the observations made by the Supreme Court in paragraph 8 of the decision in *Mohinder Singh Gill Vrs. The Chief Election Officer*, AIR 1978 SC 851, will not have any application.
- ii) Before cancellation of a tender notice, there is no requirement of giving an opportunity of hearing or prior notice to the highest/



reasons need not be assigned while notifying cancellation of tender. For ascertaining the reason, notings in the file can be looked into. In *Subodh Kumar Singh Rathour Vrs. Chief Executive Officer*, AIR 2024 SC 3784 it has been stated thus:

“85. We are of the considered opinion that once a decision has been officially made through proper channel, any internal deliberations or file notings that formed a part of that decision-making process can certainly be looked into by the Court for the purposes of judicial review in order to satisfy itself of the impeccability of the said decision.

87. The above observations of this Court fortify our view that once a decision is made, all opinions and deliberations pertaining to the said decision in the internal file-notings become a part of the process by which the decision is arrived at, and can be looked into for the purposes of judicial review. In other

lowest bidder, as such bidder does not acquire any vested right to have the auction confirmed in his/her/its favour on that basis alone.

- iii) When a tender process is cancelled prior to confirmation of tender/ auction in favour of a bidder, the decision of the Supreme Court in the case of State Of Uttar Pradesh Vrs. Sudhir Kumar Singh, (2021) 19 SCC 706 is not applicable.*
- iv) In M/s. Bansal Infra Projects Pvt. Ltd., Bolangir Vrs. State of Odisha and others, W.P.(C) No.334 of 2024, vide Order dated 24.06.2024 passed in the Division Bench of this Court has not applied the Supreme Court's decision in the case of Sudhir Kumar Singh (supra) correctly.*
- v) The High Court while exercising the power of judicial review under Article 226 of the Constitution of India, cannot direct the State or its instrumentalities to accept the bid of the lowest/highest bidder by interfering with the order of cancellation of tender, solely on the ground of violation of principles of natural justice or on the ground that the order of is bereft of reasons, except in exceptional circumstances.”*



words, any internal discussions or notings that have been approved and formalized into a decision by an authority can be examined to ascertain the reasons and purposes behind such decisions for the overall judicial review of such decision-making process and whether it conforms to the principles enshrined in Article 14 of the Constitution.

88. *One another reason why the respondent cannot claim that its internal file-notings fall outside the purview of judicial review of the courts is in view of the inviolable rule that came to be recognized by this Court in Ramana Dayaram Shetty Vrs. International Airport Authority of India, (1979) 3 SCR 1014] wherein it was held that an executive authority must be rigorously held to the standard by which it professes its actions to be judged. The relevant observations read as under:*

‘10. [...] It is a well-settled rule of administrative law that an executive authority must be rigorously held to the standards by which it professes its actions to be judged and it must scrupulously observe those standards on pain of invalidation of an act in violation of them. [...]’

89. *The aforesaid leaves no manner of doubt in our mind that if the purported action of cancelling the tender is claimed to have been taken in view of certain technical faults in the same or even a change in policy the same ought to be clearly reflected from its internal file notings as-well, pursuant to which the purported decision was taken.”*



7.2. In *State of Odisha Vrs. Laxmi Narayan Das*, (2023) 10 SCR 1049 the observation of the Hon'ble Supreme Court regarding grant of relief based on official noting is as follows:

“3. Whether a party can rely on notings in the Government file without having communication of any order on the basis thereof?

51. The aforesaid legal issue was considered by this Court in *Mahadeo and others Vrs. Sovan Devi and others*, (2022) SCC OnLine SC 1118. It was pointed out therein, that **an inter-departmental communications are merely in the process of consideration for an appropriate decision. These cannot be relied upon as a basis to claim any right. Mere notings in the file do not amount to an order unless an order is communicated to a party, thus, no right accrues.** Relevant paras 14 to 16 are extracted herein below:

‘14. It is well settled that inter-departmental communications are in the process of consideration for appropriate decision and cannot be relied upon as a basis to claim any right. This Court examined the said question in a judgment reported as *Omkar Sinha Vrs. Sahadat Khan*, (2022) 12 SCC 228. Reliance was placed on *Bachhittar Singh Vrs. State of Punjab*, AIR 1963 SC 395 to hold that **merely writing something on the file does not amount to an order. Before something amounts to an order of the State Government, two things are necessary.**



First, the order has to be expressed in the name of the Governor as required by clause (1) of Article 166 and second, it has to be communicated. As already indicated, no formal order modifying the decision of the Revenue Secretary was ever made. Until such an order is drawn up, the State Government cannot, in our opinion, be regarded as bound by what was stated in the file. The said judgment was followed in *K.S.B. Ali Vrs. State of Andhra Pradesh*, (2018) 11 SCC 277 and *Dyna Technologies Pvt. Ltd. Vrs. Crompton Greaves Limited*, (2019) 20 SCC 1. In *Bachhittar Singh*, it has been held as under:

‘8. What we have now to consider is the effect of the note recorded by the Revenue Minister of PEPSU upon the file. We will assume for the purpose of this case that it is an order. Even so, the question is whether it can be regarded as the order of the State Government which alone, as admitted by the appellant, was competent to hear and decide an appeal from the order of the Revenue Secretary. Article 166(1) of the Constitution requires that all executive action of the Government of a State shall be expressed in the name of the Governor. Clause (2) of Article 166 provides for the authentication of orders and other instruments made and executed in the name of the Governor. Clause (3) of that article enables the Governor to make rules for the more convenient transaction of the business of



the Government and for the allocation among the Ministers of the said business. What the appellant calls an order of the State Government is admittedly not expressed to be in the name of the Governor. But with that point we shall deal later. What we must first ascertain is whether the order of the Revenue Minister is an order of the State Government i.e. of the Governor. In this connection we may refer to Rule 25 of the Rules of Business of the Government of PEPSU which reads thus:

‘Except as otherwise provided by any other Rule, cases shall ordinarily be disposed of by or under the authority of the Minister in charge who may by means of standing orders give such directions as he thinks fit for the disposal of cases in the Department. Copies of such standing orders shall be sent to the Rajpramukh and the Chief Minister.’

According to learned counsel for the appellant his appeal pertains to the department, which was in charge of the Revenue Minister and, therefore, he could deal with it. His decision and order would, according to him, be the decision and order of the State Government. On behalf of the State reliance was, however, placed on Rule 34 which required certain classes of cases to be submitted to the Rajpramukh and the Chief Minister before



the issue of orders. But it was conceded during the course of the argument that a case of the kind before us does not fall within that rule. No other provision bearing on the point having been brought to our notice we would, therefore, hold that the Revenue Minister could make an order on behalf of the State Government.

9. *The question, therefore, is whether he did in fact make such an order. Merely writing something on the file does not amount to an order. Before something amounts to an order of the State Government two things are necessary. The order has to be expressed in the name of the Governor as required by clause (1) of Article 166 and then it has to be communicated. As already indicated, no formal order modifying the decision of the Revenue Secretary was ever made. Until such an order is drawn up the State Government cannot, in our opinion, be regarded as bound by what was stated in the file. As long as the matter rested with him the Revenue Minister could well score out his remarks or minutes on the file and write fresh ones.*

11. *We are, therefore, of the opinion that the remarks or the order of the Revenue Minister, PEPSU are of no avail to the appellant.'*



15. This Court in *Municipal Committee Vrs. Jai Narayan & Co.*, 2022 SCC OnLine SC 376 held that **a noting recorded in the file is merely a noting simpliciter and nothing more. It merely represents expression of an opinion by the particular individual.** It was held as under:

‘16. This Court in a judgment reported as *State of Uttaranchal Vrs. Sunil Kumar Vaish*, (2011) 8 SCC 670 held that a noting recorded in the file is merely a noting simpliciter and nothing more. It merely represents expression of opinion by the particular individual. By no stretch of imagination, such noting can be treated as a decision of the Government. It was held as under:

‘24. **A noting recorded in the file is merely a noting simpliciter and nothing more. It merely represents expression of opinion by the particular individual. By no stretch of imagination, such noting can be treated as a decision of the Government.** Even if the competent authority records its opinion in the file on the merits of the matter under consideration, the same cannot be termed as a decision of the Government unless it is sanctified and acted upon by issuing an order in accordance with Articles 77(1) and (2) or Articles



166(1) and (2). The noting in the file or even a decision gets culminated into an order affecting right of the parties only when it is expressed in the name of the President or the Governor, as the case may be, and authenticated in the manner provided in Article 77(2) or Article 166(2). A noting or even a decision recorded in the file can always be reviewed/reversed/overruled or overturned and the court cannot take cognizance of the earlier noting or decision for exercise of the power of judicial review. (See: *State of Punjab Vrs. Sodhi Sukhdev Singh*, AIR 1961 SC 493, *Bachhittar Singh Vrs. State of Punjab*, AIR 1963 SC 395, *State of Bihar Vrs. Kripalu Shankar*, (1987) 3 SCC 34, *Rajasthan Housing Board Vrs. Shri Kishan*, (1993) 2 SCC 84, *Sethi Auto Service Station Vrs. DDA*, (2009) 1 SCC 180 and *Shanti Sports Club Vrs. Union of India* (2009) 15 SCC 705).’

17. Thus, the letter seeking approval of the State Government by the Deputy Commissioner is not the approval granted by him, which could be enforced by the plaintiff in the court of law.’

16. The basis of the claim of the writ petitioner is a letter written by the Secretary of the Soldier



Welfare Department to the District Collector, Udaipur on 19.03.1971 for allotment of land. The Rules contemplate that if the possession is not taken within 6 months, the allotment shall be deemed to have been cancelled. Firstly, the inter-departmental communication dated 19.03.1971 cannot be treated to be a letter of allotment. Alternatively, even if it is considered to be a letter of allotment, the writ petitioner could not claim possession on the basis of such communication after more than 30 years in terms of the Rules applicable for allotment of land to the disabled ex-servicemen.'

52. *Reference can also be made to another judgment of this Court in Municipal Committee, Barwala, District Hisar, Haryana through its Secretary/ President Vrs. Jai Narayan and Company and another, 2022 SCC OnLine SC 376, wherein the Court took a similar view.*

53. *Admittedly, in the case in hand there is no order passed by the Government and conveyed to the respondents for allotment of any land, hence, no relief was admissible to them only relying on the official notings."*

7.3. Referring to *State of Himachal Pradesh Vrs. OASYS Cybernatics Pvt. Ltd.*, 2025 SCC OnLine SC 2536, this Court was taken to Noting No.53, dated 19.12.2025 of the Chairman, OMC which reveals that:

"1. A petition has been submitted by M/s. Kalinga Commercial Corporation Limited dated 19.12.2025 to the undersigned Department of Steel and Mines,



*Government of Odisha, alleging certain irregularities in the tender process for the Kodingamali MO engagement. 14035/OMC/2025 petition on Kodingamali Tender by KCCL page 1. The issues raised in the petition have been stated below: ***”*

- 7.4. Sri Sanjit Mohanty, learned Senior Advocate highlighted paragraphs 4, 5, 6, 8, 9, 10, 17, 18, 19, 20, 22, 24, 25 and 26 of Note 59 to indicate that at the reverse bid stage only two bidders participated. Therefore, having apprised of the reality, the Chairman thought it prudent to cancel the tender in entirety and instructed for fresh bidding process to eradicate restrictive eligibility conditions.
- 7.5. What transpires from the notings of the officials/ personnel contained in the file is that as many as nine participants participated at the initial stage. After price bid is opened, the petitioner emerged as L-1 and M/s. Kalinga Commercial Corporation Limited remained L-2. It is surfaced from perusal of said notings that after participating in the reverse auction bidding process on 17.12.2025, being unsuccessful, M/s. Kalinga Commercial Corporation Limited on 19.12.2025 raised objections which led to cancellation of the tender in entirety by the Chairman, OMC, notwithstanding the technical personnel of OMC justified by rendering opinion to retain the condition in the RfP, dated 03.11.2025.



7.6. Material on record suggests that at pre-bidding stage certain clarifications sought from different quarters were considered and corrigendum was issued by extending the scheduled date. After financial/price bid is opened and reverse auction bidding process being conducted, it is unethical for the OMC to consider any objection received from the unsuccessful bidder, who participated throughout the process of bidding till reverse auction stage. In the garb of consideration of such objection of the unsuccessful bidder, “review” is impermissible. None of the clauses in the RfP does vest such a power on the Chairman, OMC to deviate/vary from the tender condition. The clause(s) harped at by the Senior Advocate is that OMC reserved right in its sole discretion without any obligation or liability to accept or reject any or all the bids at any stage of the bidding process without assigning any reason (Clause 12 of the RfP).

7.7. Though heavy reliance was placed by Sri Sanjit Mohanty, learned Senior Advocate on File Noting Nos.53 and 59, in the counter affidavit to justify cancellation of tender the following is asserted:

“10. That in reply to the averments made in Paragraphs 4.B to 4.H of the Writ Petition, at the cost of repetition, it is submitted that during the Bidding Process, four (04) Prospective Bidders namely; (1) BLA Projects Private Ltd., (2) Harsha Constructions Private Limited, (3) Sical Logistics Ltd. & (4) Krishna



*Infrastructure requested for removal of 500 TPH Crushing & Screening Experience from the technical eligibility criteria as appearing at Clause-4.1 of RfP. **After completion of the reverse auction process, and after post bid evaluation, OMC management observed that participation was significantly lower than anticipated.** Upon further examination, it emerged that the requirement of Crushing & Screening experience with at least 500 TPH, as technical eligibility criteria had stood as a barrier, thereby limiting wider participation in the tender process.*

In these circumstances, OMC management undertook a fresh and deeper deliberation on whether continuation of the tender under such limited participation would truly ensure optimal competition. After careful consideration at the management level, a conscious decision was taken that removal of the said criterion would enable wider participation by Bidders, thereby enhancing competition and transparency re-tendered process. Hence, it is evident that the decision to cancel the tender was taken not extraneous or arbitrary grounds, but as a conscious decision founded on objective assessment, aimed at ensuring (1) greater participation of capable bidders, & (2) fair competition. Accordingly, Tender Cancellation Notice was issued on 05.01.2026. Said cancellation taken after due diligence, extensive deliberation keeping in view of industry requirement and operational sustainability of the Kodingamali Bauxite Mine.”

7.8. Such reason concealed the fact that the exercise for “review” was undertaken by the Chairman, OMC after



receipt of objection from the participant, namely M/s. Kalinga Commercial Corporation Limited, in the reverse auction bidding process.

7.9. Weighty argument was advanced by Sri Sanjit Mohanty, learned Senior Advocate for the OMC that as no LoA/LoI was issued nor was any Agreement executed it cannot be construed that bidding process was completed, and therefore, no right has been accrued or has any vested right created in the successful bidder.

7.10. Taking into account the view expressed regarding assignment of reason in tender matter particularly relating to cancellation of tender as enunciated in *Nanda Infra Construction Pvt. Ltd. Vrs. State of Odisha*, AIR 2025 Orissa 33 that no reason is required to be reflected in the notice for cancellation of tender, on examination of the reason ascribed in the notings contained in the file it is found that the stand taken in the counter affidavit runs counter to the reason in the noting. At the cost of repetition it is observed that at pre-bid stage objections raised/clarifications sought for by different intending bidders were considered and the RfP was modified accordingly. It is also assured therein that the tender conditions would prevail.

7.11. With due regard to *State of Himachal Pradesh Vrs. OASYS Cybernatics Pvt. Ltd.*, 2025 SCC OnLine SC 2536,



as relied on by the learned Senior Advocate for OMC, the context stated therein is not akin to the instant case. In the said case at paragraph 35 the following factual aspect emerged:

“35. A thorough examination of the record reveals two broad strands of contemporaneous reasoning adopted by the Appellant-State:

- (i) receipt of complaints from competing bidders alleging suppression of prior blacklisting and concerns regarding vendor integrity;*
- (ii) persistent non-compliance with the LoI's preconditions for over eight months, despite reminders. We shall now test each of these rationales on the anvil of the jurisprudence laid out above.*

36. The first ground relied upon by the Appellant-State to justify the withdrawal of the LoI rests on a complaint dated 03.01.2023, addressed by Linkwell Telesystems, an unsuccessful bidder, alleging that the Respondent-company had previously operated under the name Omne Agate Systems Pvt. Ltd. and had been blacklisted by certain State undertakings. This complaint was subsequently placed before the Chief Minister, who ultimately directed that a fresh tender be invited.

50. The test for arbitrariness under Article 14 is whether the decision is uninformed by reason or guided by irrelevant considerations. When examined through that lens, the Appellant-State's



action withstands scrutiny. We say so, being mindful of the reality that the Department's correspondence shows repeated efforts to secure compliance, followed by mounting concern about the feasibility of deploying devices that had not been certified for compatibility with NIC's national software. These concerns were germane; they were neither whimsical nor pretextual."

Having considered such aspects, the Hon'ble Supreme Court of India held,

"54. This Court has consistently recognised that the State's decision to cancel a tender or restart the process is itself an aspect of public interest. [Tata Cellular Vrs. Union of India, (1994) 6 SCC 651; M.P. Power Management Co. Ltd. Vrs. Sky Power Southeast Solar India Pvt. Ltd., (2023) 2 SCC 703.] The present decision to re-tender—prompted by noncompliance and the desire to ensure NIC compatibility—falls squarely within that zone of permissible discretion.

55. In this vein, the principle of legitimate expectation also does not come to the aid of the Respondent-company. That doctrine presupposes a clear and unambiguous representation by the State, followed by reliance and detriment. The conditional terms of the LoI negate the existence of any clear assurance; rather, they expressly warned that the process was still provisional. To invoke legitimate expectation against an explicit disclaimer would be to transform the doctrine from a shield against arbitrariness into



a sword against caution — a proposition no Court can endorse.

56. *Accordingly, we find that the Second Issue must also be answered in the negative. The cancellation of the LoI dated 02.09.2022 does not suffer from arbitrariness, mala fides, or breach of natural justice, and the High Court's interference therewith cannot be sustained. The Department had tangible grounds for dissatisfaction; it followed a discernible process; and it acted within the contractual liberty reserved to it. The reasons for cancellation were antecedent, bona fide, and germane to the public purpose of ensuring a reliable, uniform, and lawfully procured ePoS infrastructure.”*

7.12. There cannot be any dispute regarding ratio laid down in such decision taken on facts. The factual discussed and highlighted in the said reported judgment is not obtained on record in the present case. Noting No.53 in the file unequivocally indicates that the Chairman, OMC sought to revisit the condition of the RfP, *i.e.*, “single unit of at least 500 TPH”, which was introduced after due consideration at the pre-bid stage. Further reason in Note No.59, dated 05.01.2026 shows that on an assumption of fact that “there can be allegations that, this particular bidder directly benefited from the time extension and the concurrent criterion tweaking”, but in the same breath it is also found recorded that “By the extended due date, two more bidders made bid submission. In effect, the extension served its purpose of



improving competition on paper”. The Chairman, OMC apparently ignored to perceive that on 13.11.2025 the Chief General Manager (Mining), OMC in “Response to Pre-Bid Queries dated 13.11.2025 against RfP No.193/OMC/P&T/2025, dated 03.11.2025 and E-Tender No.OMC/25-26/ET/3 floated for Selection of Mine Operator for Kodingamali Bauxite Mine” made it clear that “tender conditions shall prevail”. Therefore, this Court is persuaded to hold that there being no scope for the Chairman, OMC to review such a decision after reverse auction bidding process is concluded on the basis of representation of unsuccessful bidder, *viz.*, M/s. Kalinga Commercial Corporation Ltd., having participated in the said reverse auction bidding process. From a bare reading of the noting in the file it is indicative that the internal communication gaps or lacunae is sought to be covered up by the Chairman, OMC. There is nothing on record to suggest that the personnel/official of OMC has been taken to task for any lapses. Careful reading of noting in the file does not reveal iota of incidence regarding fraud, collusion or misrepresentation on the part of the petitioner. Notings does not emanate any such involvement attributable to the petitioner. Such fact has also not been brought on record by way of affidavit or otherwise by the OMC.



7.13. *Ergo*, this Court finds arbitrariness in action of the Chairman, OMC.

7.14. At this juncture reference can be had to *Golden Food Products India Vrs. State of Uttar Pradesh*, 2025 SCC OnLine SC 24, wherein the observation of Hon'ble Supreme Court of India runs thus:

“28. In our view, there cannot be any imprimatur of the Court to such arbitrary cancellation of auction by an instrumentality or agency of the State in the absence of there being any fraud, collusion, suppression etc. Merely because the smaller plots measuring 123 to 132 square metres were auctioned and sold at a higher price as compared to the subject plot measuring 3150 square metres which is a large sized plot, could not have been the basis for cancelling the auction insofar as the subject plot is concerned. The demand for smaller plots being higher was sold at a higher price per square metre than the subject plot, where there was no demand for the subject plot as only two bidders participated in the auction. The bid of the appellant was above the reserve price. There was no other reason to cancel the auction sale of the subject plot. Therefore, GDA - respondent No. 2 was under an obligation in law having accepted the bid offered by the appellant to issue the allotment letter instead of cancelling the auction on the basis of irrelevant considerations that too behind the back of the appellant. Expectation of a higher bid in a subsequent auction cannot be a reason to cancel an auction held in accordance with law.



29. *The appellant herein as also all bidders would had made all financial arrangements before making technical and financial bids in an auction. **The technical bid of the appellant herein was accepted. There was no reason to decline the financial bid made by the appellant which was the highest bid. The financial bid was also over and above the reserve price. There was no reason attributed to the appellant for cancellation of the auction sale. In the circumstances, the appellant had a legitimate expectation to receive an allotment letter vis-à-vis the subject plot as it was the highest bidder. Instead, without any prior notice to the appellant the auction itself was cancelled which constrained the appellant to approach the High Court.** The High Court has lost sight of these facts of the matter and has simply dismissed the writ petitions filed by the appellant herein which is not correct.*
30. *We could consider the judgments cited at the Bar as under:*
- a) *In Haryana Urban Development Authority Vrs. Orchid Infrastructure Developers (P) Ltd., (2017) 4 SCC 243, the contract contained an express clause stating that the presiding officer had the right to reject a bid without offering any reasons. Although twenty-seven bidders participated in the said auction and the reserve price was Rs. 106.65 crores and the highest bid was Rs. 111.75 crores for 9.527 acres of land in Gurgaon, the bid was cancelled.*



However, such a clause is conspicuous by its absence in the present case.

- b) In Rajasthan Housing Board Vrs. G.S. Investments, (2007) 1 SCC 477, owing to a news item published in a newspaper that large scale bungling had taken place in the auction due to which the price fetched for the plots was much below the market rate, a direction was issued by this Court to hold a fresh auction. Such a situation did not arise in the instant case.*
- c) In State of Orissa Vrs. Harinarayan Jaiswal, (1972) 2 SCC 36, there was a direction to hold a re-auction as the power to accept or reject the bid was given to the highest authority in the State and the State Government was of the opinion that the price was inadequate. Possibly, in the facts of the said case, the said direction was issued by this Court.*
- d) In Uttar Pradesh Avas Evam Vikas Parishad Vrs. Om Prakash Sharma, (2013) 5 SCC 182, the reserve price was fixed at Rs. 1,80,200/- and the respondent therein offered Rs. 1,31,500/- which was much less than the reserve price. Hence, the bid was rightly rejected.*
- e) In Meerut Development Authority Vrs. Association of Management Studies, (2009) 6 SCC 171, the request of the respondent therein for allotment of remaining 20,000 square metres to them as they had acquired 37,000 square metres of land as per the reserve price,*



was rejected as the price quoted had been lower than the reserve price for the said remaining land and rightly so.

- f) In Indore Vikas Praadhikaran (IDA) Vrs. Shri Humud Jain Samaj Trust, 2024 SCC OnLine SC 3511, this Court distinguished Eva Agro Feeds and found that the bid could not be accepted as the tender committee while finalizing the bids noticed that property tax of Rs. 1.25 crore in respect of the subject land therein was outstanding. On noticing this error, the Board decided to cancel the bid of the respondent therein and decided to issue a fresh notice inviting tenders.*

31. The following judgments also require consideration:

- a) In M.P. Power Management Company Limited Vrs. Sky Power Southeast Solar India (Private) Limited, (2023) 2 SCC 703, the bid of the respondent therein was accepted and it was observed that public interest cannot always be conflated with an evaluation of the monetary gain or loss alone.*
- b) In Nagar Nigam, Meerut v. Al Faheem Meat Exports (P) Ltd., (2006) 13 SCC 382, an advertisement inviting applications for a fresh contract to run a slaughterhouse was sustained. In the said judgment, it was observed that the award of government contracts through public auction or public tender was to ensure transparency in the public procurement, to maximise the economy and efficiency in government procurement, to*



promote healthy competition among the tenderers and to eliminate irregularities, interference and corrupt practices by the authorities concerned. In rare and exceptional cases, for instance during natural calamities and emergencies declared by the Government; where the procurement is possible from a single source only; where the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists; where the auction was held on several dates but there were no bidders or the bids offered were too low, etc., this normal rule may be departed from and such contracts may be awarded through “private negotiations”. The Government must then have freedom of contract. Some fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere. The plea of the respondent therein seeking permission to modernize the slaughterhouse and therefore, to refrain from issuing an advertisement was negatived.

- c) *In Subodh Kumar Singh Rathour Vrs. Kolkata Metropolitan Development Authority, (2024) 15 SCC 461, this Court observed that merely because the rates embodied in a contract with the passage of time have become less appealing, the same cannot become a determinative criterion for either terminating the contract or for the courts to decline interference in such contractual disputes. Public interest cannot be used as a pretext to*



arbitrarily terminate contracts. Merely because the financial terms of a contract are less favourable over a period of time does not justify its termination. It was observed that the mere possibility of fetching a higher license fee was no ground to cancel the tender issued to the appellant therein.

32. ***An auction process has a sanctity attached to it and only for valid reasons that the highest bid can be discarded in an auction which is otherwise held in accordance with law. If a valid bid has been made which is above the reserve price, there should be a rationale or reason for not accepting it. Therefore, the decision to discard the highest bid must have a nexus to the rationale or the reason. Merely because the authority conducting the auction expected a higher bid than what the highest bidder had bid cannot be a reason to discard the highest bid.*** In the instant case, no other party had placed a bid higher than the appellant herein. There was no infirmity in the conduct of the auction. No other party had complained about the process of auction conducted by the GDA-respondent No. 2. The bid offered by the appellant herein was the highest and above the reserve price. In the circumstances, the said bid ought to have been accepted by GDA-respondent No. 2 rather than cancelling the same without notice to the appellant herein. Hence, the cancellation of the bid submitted by the appellant herein is quashed.”

7.15. In *Shanti Construction Pvt. Ltd. Vrs. State of Odisha*, 2025 SCC OnLine SC 2368 it has been held that:



“10. A public tender is not a private bargain. It is instrument of governance, a mechanism through which the State discharges its solemn duty as trustee of public wealth. Its purpose is not merely procedural compliance, but maximisation of public value through a process, i.e., fair, transparent and competitive. **The obligation of the Tendering Authority is therefore twofold, namely, to interpret its own terms with consistency and to ensure that such interpretation advances, not defeats, the object of tender. The court must intervene in a case of demonstrable misconstruction of a tender condition or irrationality which affects the public interest. When an interpretation of a tender condition narrows competition and excludes the highest bidder on a ground unsupported by law, the decision making process is vitiated.** The interpretation of the terms of tender must, therefore, serve the object and purpose of the tender mainly to maximise the revenue to the State, when it deals with a natural resource.

16. *** It is well settled that tenders and public auctions, specially for natural resources, are not mere commercial transactions, but an exercise in public trust. The State is custodian of natural wealth is obligated to secure the best value for public resources consistent with the principles of fairness and transparency. [See: Natural Resources Allocation, In re, Special Reference No.1 of 2012, (2012) 10 SCC 1 and Subodh Kumar Singh Rathour



Vrs. Chief Executive Officer, (2024) 15 SCC 461 = AIR 2024 SC 3784].”

7.16. Sri Sanjit Mohanty, learned Senior Advocate cited *Principal Chief Conservator of Forest Vrs. Suresh Mathew, 2025 SCC OnLine SC 2368* to support his argument that equity and natural justice stay at a distance and so long as decision relating to award of contract is *bona fide* and is in public interest, exercise of power under Article 226 is unwarranted. In the said reported case, the following is the observation of the Hon’ble Supreme Court of India:

“14. *The factual matrix of this case involve the process of tender and the power of the tendering authority to cancel the tender is a legal question.*

15. *A perusal of the record shows that the order dated 12.10.2020 passed by the DFO categorically states as under:*

‘Some other contractors had complained that they could not participate in the e-tender due to Covid-19 transportation restrictions. Their grievances need proper redressal.’

It is thus clear that the DFO, being the tendering authority, found that some contractors could not participate due to Covid restrictions and thus, proceeded to retender the work. The respondents, being still allowed to participate, were not prejudiced by the retender.

16. *The question of scope of judicial review in the cases of award of contracts has already been dealt with*



by the Hon'ble Supreme Court in the case of Jagdish Mandal Vrs. State of Orissa, (2007) 14 SCC 517 wherein the Court observed as under:

‘22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. **When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind.** A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review,



should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review should pose to itself the following questions:

- (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 licenses, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.’

We are of the opinion that the High Court has committed a gross error while observing the facts in



the case of Jagdish Mandal (supra) were entirely different in regard to a defective tender submitted by a participant.

17. *In the case of State of Orissa Vrs. Harinarayan Jaiswal, (1972) 2 SCC 36, in relation to excise revenue, the Supreme Court observed as under:*

*‘13. *** The Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. Hence quite naturally, the Legislature has empowered the Government to see that there is no leakage in its revenue. It is for the Government to decide whether the price offered in an auction sale is adequate. While accepting or rejecting a bid, it is merely performing an executive function. The correctness of its conclusion is not open to judicial review. We fail to see how the plea of contravention of Article 19(1)(g) and Article 14 can arise in these cases. ***’*

18. *The law regarding government contracts or auctions and the nature and scope of its judicial review is well settled. In the case of Michigan Rubber (I) Ltd. Vrs. State of Karnataka, (2012) 8 SCC 214, the Supreme Court observed as under:*

‘23. From the above decisions, the following principles emerge:

- (a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act*



validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

- (b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;*
- (c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;*
- (d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and*
- (e) If the State or its instrumentalities act reasonably, fairly and in public interest in*



awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government.'

19. In the case of Tata Cellular Vrs. Union of India, (1994) 6 SCC 651, the Supreme Court emphasised the need to find a right balance between administrative discretion to decide the matters on the one hand, and the need to remedy any unfairness on the other, and observed:

'94.

- (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.*
- (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 quasiadministrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of 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.'

20. It is noteworthy that the order dated 12.10.2020 is an order issued by the DFO who is the competent authority. The setting aside of this order of the DFO by the Ld. Single Judge is erroneous since it does not record any finding that the order of the DFO is mala fide. We are of the opinion that the order of DFO would give an equal opportunity to all the bidders and thus, there would be a fair play between them, ultimately benefitting the Government."

7.17. There is no cavil *qua* the principles discussed in the said reported judgment, being *Suresh Mathew (supra)*. However, since there is factual distinctive feature discussed in the said case is very relevant. It is stated therein that due to pandemic situation bidders could not participate in the tender, which led to cancellation of tender. Such is not the case here. The reliance on *Suresh Mathew (supra)* by the learned Senior Advocate for the OMC is misplaced.



8. This Court now would delve into the aspect whether on the basis of complaint/objection received on 19.12.2025 from M/s. Kalinga Commercial Corporation Limited, unsuccessful bidder, after conclusion of reverse auction bidding process on 17.12.2025, the Chairman, OMC could review the entire process of tender and cancel the tender in its entirety, notwithstanding justification has been provided for by the technical personnel who were involved in the evaluation of the tender in the light of conditions stipulated in the RfP.

8.1. The answer is certainly in the negative. It is surfaced from Noting No.53 dated 19.12.2025 that on a petition submitted by M/s. Kalinga Commercial Corporation Limited on even date to the Steel and Mines Department, Government of Odisha, the Chairman, OMC reviewed the process. The assumed perception of the Chairman does reflect at paragraph 21 that:

“A low rate achieved through a process that is later found to be restrictive or unfair may expose the Organisation to legal, audit, and vigilance scrutiny.”

8.2. It is trite to say that there is always a peril to take decision on conjecture, surmise or suspicion and such factors howsoever strong cannot be allowed to take the place of evidence. The Court has to be watchful and ensure that conjectures and suspicions do not take the place of legal proof. It must be examined that the various



events having nexus with the evidence should be established clearly and it should lead to a reasonable likelihood of fraud, collusion or misrepresentation.

8.3. Having regard to the noting in the file handed over during the course of hearing does not inspire that there was lacking transparency in the entire process of auction and there is no allegation of such fraud, collusion or misrepresentation on the part of the petitioner. The noting in the file demonstrates that the Chairman merely entertained doubt and therefore, sought to cancel the entire tender ignoring to appreciate the noting(s) of officials including technical personnel, who were involved in the conduct of the tender process. This Court having had the occasion to peruse the file containing the Noting No.56, dated 02.01.2026, it came to be learnt that the Director (Operations) has lucidly stated circumstances leading to inclusion of the condition, *i.e.*, “crushing and screening experience with at least 500 TPH condition”. He made elaborate discussion with respect to “Justification for the 500 TPH Crushing and Screening Condition”. The rationale for introducing “single unit” condition by way of corrigendum is also explained. He also clarified with respect to ensuring maximum competition and bidder participation. Furthermore, he has explained that “OMC took extensive measures to ensure a competitive and



transparent bidding environment” and “before floating the tender and even after issuing corrigendum for the requirement of single unit 500 TPH, a prospective bidder profiling of existing bidders associated with OMC was done to assess the number of bidders eligible for the Kodingamali Tender”. Said noting also contained the purpose and object of Clause 4.1.1 *vis-a-vis* Clause 4.1.8. Director (Operations) in his Note No.57 made similar justification. The Managing Director of OMC in his Noting No.58 stated thus:

“Every step as required have been taken in this tender after due diligence for ensuring transparent and competitive bidding process leading to selection of the L-1 bidder.”

8.4. Discarding and/or ignoring all these explanations contained in the file, the Chairman, OMC at paragraph 10 of Noting No.59 unilaterally came to conclusion that inclusion of the 500 TPH experience clause was restrictive. He failed to appreciate that such clause as original existed was modified at the pre-bid stage by virtue of corrigendum. Reviewing such a clause at this belated stage in the presence of clarification that the tender condition would prevail is arbitrary exercise of power.

8.5. With respect to requirement and necessity of specifying experience criteria as a condition in the tender, in the



case of *Bibhu Datta Tripathy Vrs. State of Odisha*, W.P.(C) No.35634 of 2025, vide Order dated 23.12.2025, this Court observed thus:

“3. We are conscious of the proposition of law that the scope and jurisdiction exercised by the writ Court under Article 226 of the Constitution of India in relation to an incorporation of any terms and conditions in the tender call notice is limited and, therefore, the Court must meticulously examine the said clauses keeping in mind the object and the purpose and the character of the work which the Authorities intended to be executed by the participating tenderers. There is no cavil of doubt that incorporation of the terms and conditions in the tender call notice is within the domain of the Authorities floating the tender and such freedom is inhered and ingrained in them as they are the best persons to decide as to what conditions should be incorporated to ensure not only timely execution of the entire work but also the quality of such work. The writ Court should seldom interfere into the terms and conditions embodied in the tender call notice unless such conditions are *per se* arbitrary, irrational and does not withstand on the test of reasonability. The Court may interfere when such conditions are actuated with malice, embracing favoritism and nepotism and tailored to suit a particular person.

3.1. Simply because a particular intending tenderer is not eligible to participate in the said tender because of the eligibility conditions enshrined therein does not *ipso facto* invite the action of the authorities arbitrary and/or unreasonable. The reasonability



test stands on the Wednesbury principle and to be tested in perspective of the object and the purpose underlying the incorporation of such clauses.

3.2. *Even the apex Court in Vinishma Technologies Pvt. Ltd. Vrs. State of Chhattisgarh and another, reported in (2025) 10 SCR 301 = 2025 INSC 1182 held that the eligibility criteria enshrined in the tender document must have a nexus with the object sought to be achieved and if any specialized work is required to be undertaken, there is no fetter on the part of the tendering authority to incorporate any conditions.*

3.3. *There is no quarrel to the proposition with the incorporation of any terms and conditions must ensure the level playing field doctrine and any stringent conditions which creates an unreasonable restriction in participation is always regarded as the action offending the aforementioned doctrine. Therefore, a distinction has to be drawn between the tender floated for supply of material either from the manufacturers or the dealers, which is of a general nature and the construction of a structure requiring particular specification, quality and expertise in this regard.*

3.4. *In M/s. Utkal Suppliers, Berhampur, Ganjam Vs. Veer Surendra Sai Institute of Medical Sciences and Research, Burla, Sambalpur and another, W.P.(C) No.19004 of 2025, disposed of on 18th December, 2025, this Court held as follows:*

‘13. What could be culled out from the aforementioned reports that the administrative action of the authorities in a contractual field is



amenable to be tested in exercise of powers of judicial review, provided such action is arbitrary, unfair, unreasonable, irrational and violates the core fabric of Article 14 of the Constitution of India. The discriminatory action manifested from the administrative action is opposed to the doctrine of “level playing field”. Any terms and conditions incorporated in the tender to restrict its participation amongst the particular class of persons without any discernible rationality in it disturbs the “level playing field” and may be termed as arbitrary. The test of arbitrariness can also be decided when such act betrays, caprice or a mere exhibition of the will of the authority.

- 14. Thus, the safest course to ascertain the arbitrariness in the action of the administrative authorities is whether the condition imposed in the tender document has any nexus to the object sought to be achieved eradicating the vice of arbitrariness or an unfair treatment amongst the eligible candidates.*
- 15. In the instant case, before the finalization of the terms and conditions to be incorporated in the proposed tender document, Pre-bid meeting was held inviting the suggestions and/or objections. Several intending participants including the petitioner gave their suggestions and the main focus was on the marks allotted on the basis of the turnover. The authority, which is the expert body, justified the fixation of the turnover giving a reason that the nature of the services ordained the seamless supply of*



the foods to the indoor patients for two or three months in the event the payments are not made, which cannot be said irrational and/or arbitrary. The financial capacity for uninterrupted services to be rendered to the patients is clearly discernible from the decision of the administrative authorities, who are well versed with the realities gained from the past experience, which cannot be said to be arbitrary or disturbs the fabric of “level playing field”.’

- 3.5. *The present tender is floated for construction of 50 seated Hostel building at Kamata, Kumuli and construction of 100 seated Boys/Girls Hostel Building at +2 College, Tarabhata and 100 seated Girls’ Hostel at Kotpad RGHS. Since the construction of the Hostels, which would cater the students invites specialized and experienced contractor, it may impact the lives of the inhabitants therein and, therefore, any conditions which are imposed with an intent to ensure the quality work under the strict supervision of expert cannot be said to be arbitrary or offending the core fabric of level playing field.*
- 3.6. *It admits no ambiguity with a freedom to some extent must be given to an authority floating the tender to incorporate the terms and conditions, an interference without any grounds as aforesaid, should be avoided. It is open to the authority floating a tender to incorporate the conditions including the eligibility criteria which must be correlated with the purpose and object sought to be achieved and once the same is discernable from the document, the interference becomes minimal.*



4. *We, thus, do not find any substance in the stand of the petitioner that such eligibility criteria is arbitrary and opposed to the level playing field doctrine.”*

8.6. In the perspective of above enunciation, the decision of the Chairman to cancel the tender is now considered. The OMC having undertaken the recourse for pre-bidding analysis and on being appraisal of requirement of relaxation of experience criteria as it existed on the date of publication of original tender modified the same; it is not for the Chairman, OMC at this belated stage particularly after opening of technical bid, price bid and undertaking reverse auction bidding process when the petitioner emerged as L-1 to object the same discarding the justification proffered by other officials.

8.7. Notwithstanding such clear appraisal of adherence to transparent bidding process, the Chairman, OMC on 05.01.2026 on a presumption lacking transparency and being swayed away by the objection of M/s. Kalinga Commercial Corporation Limitation after participating in the reverse auction bidding process cancelled entire tender, without assigning cogent reason and on germane ground.

8.8. The observation of the Hon'ble Supreme Court of India in *Municipal Committee Katra Vrs. Ashwani Kumar, 2024 SCC OnLine SC 840*, runs thus:



“18. The situation at hand is squarely covered by the latin maxim ‘nullus commodum capere potest de injuria sua propria’, which means that no man can take advantage of his own wrong. This principle was applied by this Court in the case of Union of India Vrs. Maj. Gen. Madan Lal Yadav, (1996) 4 SCC 127 observing as below:

‘28. ...In this behalf, the maxim nullus commodum capere potest de injuria sua propria— meaning no man can take advantage of his own wrong— squarely stands in the way of avoidance by the respondent and he is estopped to plead bar of limitation contained in Section 123(2). In Broom’s Legal Maxim (10th Edn.) at p. 191 it is stated:

‘... it is a maxim of law, recognised and established, that no man shall take advantage of his own wrong; and this maxim, which is based on elementary principles, is fully recognised in courts of law and of equity, and, indeed, admits of illustration from every branch of legal procedure.’

The reasonableness of the rule being manifest, we proceed at once to show its application by reference to decided cases. It was noted therein that a man shall not take advantage of his own wrong to gain the favourable interpretation of the law. In support thereof, the author has placed reliance on another maxim frustra legis auxilium invocat quaerit qui in legem committit. He relies on Perry Vrs. Fitzhowe [[L.R.] 8 Q.B. 757 : 15 LJ QB 239]. At p. 192, it is stated that if a man be bound to



appear on a certain day, and before that day the obligee puts him in prison, the bond is void. At p. 193, it is stated that **“it is moreover a sound principle that he who prevents a thing from being done shall not avail himself of the non-performance he has occasioned”**. At p. 195, it is further stated that **“a wrong doer ought not to be permitted to make a profit out of his own wrong”**. At p. 199 it is observed that “the rule applies to the extent of undoing the advantage gained where that can be done and not to the extent of taking away a right previously possessed”.

19. It is beyond cavil of doubt that no one can be permitted to take undue and unfair advantage of his own wrong to gain favourable interpretation of law. It is a sound principle that he who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. **To put it differently, ‘a wrong doer ought not to be permitted to make profit out of his own wrong’**. The conduct of the respondent-writ petitioner is fully covered by the aforesaid proposition.
20. **The respondent-writ petitioner participated in the tender process without raising any issue about Clause-8 of the auction notice.** The highest bidder Shri. Pritam Das did not come forward to execute the contract thus, the respondent became the highest bidder and was offered the work in question. **The respondent accepted the same with open eyes. However, in order to avoid full compliance of Clause-8 of auction notice, the**



respondent went on to file a civil suit. Having participated in the tender proceedings with open eyes, the respondent challenged the Clause-8 of the auction notice in the civil Court and thereby, stalled the issuance of the work order. The matter was taken to the High Court and the appellants gave a clear indication before the High Court that they were proposing to hold a fresh auction. However, during pendency of appeal before the High Court, an order dated 7th May, 2010 came to be passed whereby, the appellants were directed to award the work to the respondent being L-2.

21. **We feel that once the respondent-writ petitioner had participated in the tender process being fully conscious of the terms and conditions of the auction notice, he was estopped from taking a U-turn so as to question the legality or validity of the terms and conditions of the auction notice.** By dragging the matter to litigation, the respondent himself was responsible for the delay occasioned in issuance of the work order which deprived him of the opportunity to work for the entire period of 365 days.”

8.9. This Court in *Paritosh Services Agency, Cuttack Vrs. Notified Area Council, Remuna Balasore, 2025 SCC OnLine Ori 5158* held as follows:

- “10. Though the pivotal issue involved in the instant writ petition is whether a bidder, who participated in the tender can challenge any of the terms and conditions of the tender call notice, an additional ground is also taken that the said clause is tailored



to favour a blue-eyed intending bidder. We feel it prudent to deal with the said point also.

11. *It admits no ambiguity that it is within the competence of the authority floating a tender inviting the bid for a specified work to put the terms and conditions as felt inevitable and such freedom has to be recognized and the challenge to any of the terms and conditions is restricted only on the ground of arbitrariness, mala fide, perversity and/or violative of any of the statutory rules or the Codes applicable in this regard. The freedom of contract even in a public contract should always be embraced and a person intending to participate in the tender must agree to such terms and conditions and in the event the challenge to any of the terms and conditions is required to be made, it should be done before participation in the tender. **A person cannot be permitted to take a calculated chance in participating in the tender and after having found unsuccessful cannot be permitted to throw the challenge to any one or more terms and conditions incorporated in the tender document.***

- 11.1. *Support can be lent to a judgment of the Supreme Court in case of Balaji Ventures Pvt. Ltd. Vrs. Maharashtra State Power Generation Company Ltd., (Special Leave to Appeal (C) No. 1616 of 2022 decided on 11.02.2022) reported at 2022 SCC OnLine SC 1967, wherein an identical issue was raised that one of the clauses in the tender call notice was tailored to suit a particular tenderer and, therefore, such clause is required to be struck down. In this aspect, it is held that the authority is the best*



person to incorporate any terms and conditions at the time of drafting and/or preparing the tender call notice and the challenge must be restricted if such terms and conditions are found arbitrary, mala fide and/or smack of bias. The apex Court also observed that the freedom of contract even in a public contract is reserved with the Government and the challenge to any of the terms and conditions must be restricted, if it violates the Wednesbury principle or suffers from any legal vices.

11.2. Even prior to the aforementioned judgment, the apex Court in case of Silppi Constructions Contractors Vrs. Union of India, (2020) 16 SCC 489, put a restraint on the writ Court to interfere with the terms and conditions enshrined in the tender call notice unless the decision is totally arbitrary, unreasonable and/or tainted with bias in the following:

*‘20. ***’*

11.3. It is no gainsaying that the freedom of contract is inhered and ingrained in a contractual field even in case of a public contract and the challenge to any terms and conditions is restricted only when such terms and conditions are arbitrary, mala fide, unreasonable and irrational and tailored to suit a particular tenderer percolating a smack of bias. The interference into any terms and conditions embodied in the tender call notice by the High Court in exercise of power of judicial review is minimal and to be exercised within the limited compass. The terms and conditions must also withstand on the Wednesbury principle and a strong case of such nature must be made out in the pleading.



11.4. The above quoted clause which is a seminal issue of challenge in the instant writ appeal does not percolate a sense of arbitrariness, mala fide, unreasonability and/or irrationality and, therefore, we do not find that the same comes within the bracket of any of such grounds as narrated hereinabove.

12. **The pivotal issue as adumbrated hereinbefore is whether the petitioner can challenge the terms and conditions of the tender call notice after participating therein without any demur and/or objection.** It has been a consistent view taken by the apex Court that it is not open to the intending bidder to challenge any terms and conditions of the tender call notice after participating therein and the Court shall not permit such bidder to take a 'U' turn and file a writ petition after having unsuccessful in the tender process.

12.1. The observations made by the apex Court in case of *Madan Lal Vrs. State of Jammu & Kashmir*; reported in (1995) 3 SCC 486 can be gainfully applied to buttress the aforesaid notion in the following:

‘9. Before dealing with this contention, we must keep in view the salient fact that the petitioners as well as the contesting successful candidates being respondents concerned herein, were all found eligible in the light of marks obtained in the written test, to be eligible to be called for oral interview. Up to this stage there is no dispute between the parties. The petitioners also appeared at the oral interview conducted by the Members concerned of the Commission who interviewed the petitioners as well as the



contesting respondents concerned. Thus the petitioners took a chance to get themselves selected at the said oral interview. Only because they did not find themselves to have emerged successful as a result of their combined performance both at written test and oral interview, they have filed this petition. It is now well settled that if a candidate takes a calculated chance and appears at the interview, then, only because the result of the interview is not palatable to him, he cannot turn round and subsequently contend that the process of interview was unfair or the Selection Committee was not properly constituted. In the case of *Om Prakash Shukla Vrs. Akhilesh Kumar Shukla*, 1986 Supp SCC 285 = AIR 1986 SC 1043 it has been clearly laid down by a Bench of three learned Judges of this Court that when the petitioner appeared at the examination without protest and when he found that he would not succeed in examination he filed a petition challenging the said examination, the High Court should not have granted any relief to such a petitioner.

10. Therefore, the result of the interview test on merits cannot be successfully challenged by a candidate who takes a chance to get selected at the said interview and who ultimately finds himself to be unsuccessful. It is also to be kept in view that in this petition we cannot sit as a court of appeal and try to reassess the relative merits of the candidates concerned who had been assessed at the oral interview nor can the petitioners successfully urge before us that



they were given less marks though their performance was better. It is for the Interview Committee which amongst others consisted of a sitting High Court Judge to judge the relative merits of the candidates who were orally interviewed, in the light of the guidelines laid down by the relevant rules governing such interviews. Therefore, the assessment on merits as made by such an expert committee cannot be brought in challenge only on the ground that the assessment was not proper or justified as that would be the function of an appellate body and we are certainly not acting as a court of appeal over the assessment made by such an expert committee.'

12.2. The observations appear to be a rational as the litigation cannot be termed as a game of chance nor a person should be permitted to take a chance after participating in a tender process and challenging the terms and conditions of the tender call notice having unsuccessful therefrom. The principle of estoppel must also stand in the way of such litigant as a person cannot be permitted to approbate and reprobate at the same time. If by conduct a person has done something, he cannot be permitted to retract therefrom as the estoppel will come on the way of such errant litigant."

8.10. The reason assigned by the Chairman, OMC for cancellation of the tender on the ground of restrictive experience criteria at this stage is, thus, found to be without foundational fact to impeach process



undertaken in the tender and, therefore, the order of cancellation of tender is whimsical and arbitrary.

9. Another pertinent fact which is noticed from Noting No.59 (paragraph 24) of the Chairman, OMC is this, that in the garb of maintaining transparency and fairness, it is highlighted that:

“while achieving a significantly lower rate through reverse auction may appear financially advantageous, for a State Public Sector Undertaking the integrity of the procurement process is equally important. A low rate achieved through a process that is later found to be restrictive or unfair may expose the organisation to legal, audit and vigilance scrutiny. Sustainable value for money is achieved only when price outcomes result from genuine and fair competition. Therefore, both the rate achieved and the fairness and transparency of the process must be given equal importance.”

- 9.1. Feasibility of performance at the rate quoted is domain of the petitioner. It assessed itself with respect to performance *vis-a-vis* the price it quoted. On the contrary the file containing notings of different authorities including the Chairman, OMC does not demonstrate that such rate is unreasonably low which the petitioner would be unable to perform the work to be entrusted under the tender. In fact if the Chairman decides to cancel the tender on being not satisfied that the willing bidder is incapable of complying with the obligations at such low rates, he ought to have brought



on record material data. Whereas the complainant-M/s. Kalinga Commercial Corporation Limited has quoted Rs.133.00P. per MT, the petitioner quoted Rs.132.50P. per MT in the reverse auction bidding process. While so, the Chairman, OMC taking into account the objection of M/s. Kalinga Commercial Corporation Limited, discarded the opinions rendered by different officials/technical personnel, as is manifest from notings in the file. Nothing is available on the file to conceive that the Chairman had conceivable data to compare the prices in order to ascertain the feasibility of performance. Mere subjective appreciation without any evidence on record that such price quoted by the petitioner is unimaginable or unworkable would not warrant cancellation of the tender.

- 9.2. The perception of the Chairman, OMC that fresh tender would invite more participants on modifying the restrictive condition is unfounded for the simple reason that the opposite parties themselves have enclosed with the counter affidavit the response to pre-bid queries wherefrom it emanates that a corrigendum was issued to remove restrictive criteria. The technical experts at the time of inviting bids perceived such condition to be germane and essential. Article 23 of the RfP provided for “restriction on the sub-contracting”. All the conditions of



RfP were considered meticulously before opening of technical bid.

9.3. In the counter affidavit it is the stand of the opposite parties that in order to attract more participation, the tender has been cancelled. Learned Senior Counsel appearing for OMC at the outset sought to impress upon that the cancellation is *simpliciter*. Minute reading of notings in the file particularly Noting No.56, dated 02.01.2026 would reveal that as many as nine numbers of bidders were found qualified the technical and the financial criteria. The names of such bidders do find place at Noting No.57, dated 02.01.2026, wherefrom it can be ascertained that whereas M/s. Kalinga Commercial Corporation and M/s. BS Mining Corporation Private Limited have submitted their bids by the original due date (27.11.2025) and M/s. Mythri Infrastructure and Mining India Private Limited (petitioner) and M/s. Rocktech Engineers have submitted their bids within the extended period (04.12.2025). There appears no anomaly in such furnishing bids in the extended period. It is noticed from paragraphs 3 and 4 in the Noting No.59, dated 05.01.2026 that the Chairman, OMC being conscious of outcome of 10th Board Technical Meeting held on 30.10.2025 put his signature without any demur on that date and approved the RfP; but it is queer to note that



after entire process of auction came to an end (reverse auction process being over) on the objection of an unsuccessful bidder the Chairman seeks to feign ignorance regarding experience criteria relating to “crushing and screening operation of at least 500 TPH”. Having approved the RfP, the tender process progressed. At the verge of its culmination, it is unwholesome for the Chairman, OMC to show denigration.

- 9.4. It is well-settled that without bringing on record the reasons ascribed in the file notings by way of counter-affidavit or the same being not communicated, the order for cancellation of tender cannot be sustained in view of ratio of judgment rendered by the Hon'ble Supreme Court of India in the case of *Mohinder Singh Gill Vrs. The Chief Election Commissioner*, (1978) 3 SCR 272, which laid down that:

*“The second equally relevant matter is that when a statutory functionary makes an order based on certain grounds, its validity must be judged by the reasons so mentioned and cannot be supplemented by fresh reasons in the shape of affidavit or otherwise. Otherwise, an order bad in the beginning may, by the time it comes to court on account of a challenge, get validated by additional grounds later brought out. We may here draw attention to the observations of Bose, J. in *Gordhandas Bhanji [Commr. of Police, Bombay Vrs. Gordhandas Bhanji*, 1951 SCC 1088 = AIR 1952 SC 16]:*



‘Public orders, publicly made, in exercise of a statutory authority cannot be construed in the light of explanations subsequently given by the officer making the order of what he meant, or of what was in his mind, or what he intended to do. Public orders made by public authorities are meant to have public effect and are intended to affect the actings and conduct of those to whom they are addressed and must be construed objectively with reference to the language used in the order itself.’

Orders are not like old wine becoming better as they grow older.”

9.5. The Tender Cancellation Notice dated 05.01.2025 is bald, cryptic and bereft of reason and the reason culled out from the notings contained in the file, submitted during the course of hearing, is not in consonance with the stand taken in the counter affidavit. Needless to say that the Chairman, OMC attempted to make out a new case particularly when no such fact existed at the time of floating of tender and the self-appraisal is made on the basis of objection of M/s. Kalinga Commercial Corporation Limited, unsuccessful bidder, after participating in the final stage, i.e., reverse auction process. It is demonstrably manifest that the Chairman, OMC has disbelieved the notings of his own officials justifying the eligibility criteria.

9.6. The Chairman, OMC in his notings emphasised “transparency”. In *V.K. Majotra Vrs. Union of India*,



(2003) 8 SCC 40, the Supreme Court of India held as under:

*“*** The writ courts would be well advised to decide the petitions on the points raised in the petition and if in a rare case, keeping in view the facts and circumstances of the case, any additional points are to be raised then the concerned and affected parties should be put to notice on the additional points to satisfy the principles of natural justice. Parties cannot be taken by surprise.***”*

- 9.7. As recorded in the noting, being Noting No.59, dated 05.01.2026, the Chairman, OMC admitted to have approved the RfP. It is left for internal administration whether facts were appropriately presented before him by any of the officials. At this juncture it is inconceivable that the Chairman, OMC has mechanically approved the RfP without application of mind and/or perusal of record. The doubt/suspicion entertained by the Chairman in his Noting No.59, dated 05.01.2026 suggesting for cancellation of tender is without foundational fact and on extraneous material *de hors* the records. Article 14 of the Constitution of India strikes at arbitrariness in the action of authority concerned. Such action must not be arbitrary but must be based on some rational and relevant principle which is non-discriminatory: it must not be guided by any extraneous or irrelevant considerations, because that would be denial of equality. The principle of reasonableness and



rationality which is legally as well as philosophically an essential element of equality or non-arbitrariness is projected in Article 14 and it must characterise every action of the authority, whether it be under authority of law or in exercise of executive power without making of law. The State/PSU cannot, therefore, act arbitrarily in entering into relationship, contractual or otherwise with a third party, but its action must conform to some standard or norm which is rational and non-discriminatory. [See, *Ramana Dayaram Shetty Vrs. International Airport Authority of India*, (1979) 3 SCC 489].

- 10.** With the above conspectus of legal perspective, the approach of the Chairman, OMC to cancel the tender on the assumed scope for audit and vigilance and by discarding the opinion demonstrating justification by the officers/technical experts to proceed with the tender is without comprehension. Hence, the Tender Cancellation Notice dated 05.01.2026 cannot be countenanced in law.

Judicial review vis-a-vis criteria of past performance and experience:

- 11.** During the pendency of the writ petition an Additional Affidavit dated 13.01.2026 has come to be filed by the petitioner enclosing therewith copy of the RfP, dated 03.11.2025 issued by the Chief General Manager



(Mining), Odisha Mining Corporation Limited for “Selection of Mine Operator for Kodingamali Bauxite Mine through Reverse Auction Bidding Process”. The file placed before this Court by Sri Pravat Kumar Muduli, learned Advocate for the OMC for perusal in order to refer and rely on the official notings for the purpose of addressing the issues raised in the writ petition reveals that the CGM (Mining) in Noting No.1 stated thus:

“Further a Committee consisting of site team and HO team (Production, PMC and Geology) deliberated on fixing the technical parameters and scope of work related to floating of tender in respect of Kodingamali Bauxite Ore Mines. The Committee proceedings related to fixation of technical parameters is placed at 10717/OMC/2025 Kodingamali Committee Proceedings 22.09.25’page1.”

11.1. The File routed through Director (Operations) and Director (Finance). The file moved through Committee during the course of bidding process. After reverse auction bidding process is completed on 17.12.2025, the Chairman, OMC on 19.12.2025 *vide* Noting No.53 dealt with the objection of the unsuccessful bidder, namely M/s. Kalinga Commercial Corporation Limited. Thereafter the technical personnel/officials including Managing Director, Director (Operations), Chief General Manager (Mining) have recorded their opinions about the justification for putting condition relating to Crushing and Screen experience of at least 500 TPH. Such



eligibility criterion is also appraised as a technical requirement. The Director (Operations) also in his Noting No.57 specifically stated that:

“Out of 6 bidders deposited the Bid Document Cost, only four numbers of bidder submitted their Bid. After evaluation two numbers of bidders namely M/s. BS Mining Corporation Private Limited and M/s. Roctech Engineers were disqualified due to non-fulfilment of annual value of work done as required under technical criteria 4.1.1 (A).

Accordingly as per tender condition the Financial Bid of the other 2 (two) qualified bidders namely M/s. Kalinga Commercial Corporation and M/s. Mythri Infrastructure and Mining India Private India opened through MSTC portal by the Price Bid Opening Committee.

Further Reverse Auction was conducted on 17.12.2025 at 12.00 P.M. with initial price of Rs.252/-. Reverse Auction was closed on 18.12.2025 at 12.58 A.M. wherein M/s. Mythri Infrastructure and Mining India Private Limited was emerged to be L-1 bidder with lowest quoted price of Rs.132.50/MT.”

11.2. The notings revealed the technical experts have fixed the criteria for the nature of work advertised in the RfP. The Noting of the Chairman, OMC does not percolate any *mala fide*, misstatement or fraud being committed by the technical Committee or the petitioner. However, the pre-bid response confirms that the terms of tender would prevail.



11.3. This Court is led to believe on perusal of notings in the file that author's perception has been clearly recorded and at the *ipse dixit* of the Chairman, OMC such valued opinions could not be discarded without assigning cogent and germane reason.

11.4. The view expressed by the Hon'ble Supreme Court of India in *Agmatel India Pvt. Ltd. Vrs. Resources Telecom*, (2022) 18 SCR 861 regarding *Interpretation of Tender Document: Relevant Principles* is apt to be quoted:

“16. The scope of judicial review in contractual matters, and particularly in relation to the process of interpretation of tender document, has been the subject matter of discussion in various decisions of this Court. We need not multiply the authorities on the subject, as suffice it would be refer to the 3-Judge Bench decision of this Court in *Galaxy Transport Agencies Vrs. New J.K. Roadways*, 2020 SCC OnLine SC 1035 wherein, among others, the said decision in *Afcons Infrastructure Limited Vrs. Nagpur Metro Rail Corporation Limited*, (2016) 16 SCC 818 has also been considered; and this Court has disapproved the interference by the High Court in the interpretation by the tender inviting authority of the eligibility term relating to the category of vehicles required to be held by the bidders, in the tender floated for supply of vehicles for the carriage of troops and equipment. This Court referred to various decisions on the subject and stated the legal principles as follows:



‘14. In a series of judgments, this Court has held that the authority that authors the tender document is the best person to understand and appreciate its requirements, and thus, its interpretation should not be second-guessed by a court in judicial review proceedings. In *Afcons Infrastructure Ltd. Vrs. Nagpur Metro Rail Corporation Ltd.*, (2016) 16 SCC 818, this Court held:

‘15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.’

15. In the judgment in *Bharat Coking Coal Ltd. Vrs. AMR Dev Prabha*, 2020 SCC OnLine SC 335, under the heading “Deference to authority’s interpretation”, this Court stated:

‘51. Lastly, we deem it necessary to deal with another fundamental problem. It is obvious that Respondent No. 1 seeks to



only enforce terms of the NIT. Inherent in such exercise is interpretation of contractual terms. However, it must be noted that judicial interpretation of contracts in the sphere of commerce stands on a distinct footing than while interpreting statutes.

52. *In the present facts, it is clear that BCCL and India have laid recourse to Clauses of the NIT, whether it be to justify condonation of delay of Respondent No. 6 in submitting performance bank guarantees or their decision to resume auction on grounds of technical failure. BCCL having authored these documents, is better placed to appreciate their requirements and interpret them. (Afcons Infrastructure Ltd. Vrs. Nagpur Metro Rail Corporation Ltd., (2016) 16 SCC 818).*

53. *The High Court ought to have deferred to this understanding, unless it was patently perverse or mala fide. Given how BCCL's interpretation of these clauses was plausible and not absurd, solely differences in opinion of contractual interpretation ought not to have been grounds for the High Court to come to a finding that the appellant committed illegality.'*

16. *Further, in the recent judgment in Silppi Constructions Contractors Vrs. Union of India, 2019 SCC OnLine SC 1133, this Court held as follows:*



‘20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the state instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court’s interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.’

17. In accordance with these judgments and noting that the interpretation of the tendering authority in this case cannot be said to be a perverse one, the Division Bench ought not to have interfered with it by giving its own interpretation and not giving proper credence to the word “both” appearing in Condition No.31 of the N.I.T. For this reason, the Division



Bench's conclusion that JK Roadways was wrongly declared to be ineligible, is set aside.

18. **Insofar as Condition No. 27 of the N.I.T. prescribing work experience of at least 5 years of not less than the value of Rs.2 crores is concerned, suffice it to say that the expert body, being the Tender Opening Committee, consisting of four members, clearly found that this eligibility condition had been satisfied by the Appellant before us.** Without therefore going into the assessment of the documents that have been supplied to this Court, it is well settled that unless arbitrariness or mala fide on the part of the tendering authority is alleged, the expert evaluation of a particular tender, particularly when it comes to technical evaluation, is not to be secondguessed by a writ court. Thus, in *Jagdish Mandal Vrs. State of Orissa*, (2007) 14 SCC 517, this Court noted:

‘22. ***’

19. Similarly, in *Montecarlo Ltd. Vrs. NTPC Ltd.*, (2016) 15 SCC 272, this Court stated as follows:

‘26. We respectfully concur with the aforesaid statement of law. We have reasons to do so. **In the present scenario, tenders are floated and offers are invited for highly complex technical subjects. It requires understanding and appreciation of the nature of work and the purpose it is going to serve. It**



is common knowledge in the competitive commercial field that technical bids pursuant to the notice inviting tenders are scrutinised by the technical experts and sometimes third-party assistance from those unconnected with the owner's organisation is taken. This ensures objectivity. Bidder's expertise and technical capability and capacity must be assessed by the experts. In the matters of financial assessment, consultants are appointed. It is because to check and ascertain that technical ability and the financial feasibility have sanguinity and are workable and realistic. There is a multi-prong complex approach; highly technical in nature. The tenders where public largesse is put to auction stand on a different compartment. Tender with which we are concerned, is not comparable to any scheme for allotment. This arena which we have referred requires technical expertise. Parameters applied are different. **Its aim is to achieve high degree of perfection in execution and adherence to the time schedule. But, that does not mean, these tenders will escape scrutiny of judicial review.** Exercise of power of judicial review would be called for if the approach is arbitrary or mala fide or procedure adopted is meant to favour one. The decision-making process should clearly show that the said maladies are



kept at bay. But where a decision is taken that is manifestly in consonance with the language of the tender document or subserves the purpose for which the tender is floated, the court should follow the principle of restraint. Technical evaluation or comparison by the court would be impermissible. **The principle that is applied to scan and understand an ordinary instrument relatable to contract in other spheres has to be treated differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills.** The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints.'

20. This being the case, we are unable to fathom how the Division Bench, on its own appraisal, arrived at the conclusion that the Appellant held work experience of only 1 year, substituting the appraisal of the expert four-member Tender Opening Committee with its own.'
17. **The above-mentioned statements of law make it amply clear that the author of the tender document is taken to be the best person to understand and appreciate its requirements; and if its interpretation is manifestly in consonance with the language of the tender document or subserving the purchase of the tender, the Court would prefer to keep**



restraint. Further to that, the technical evaluation or comparison by the Court is impermissible; and even if the interpretation given to the tender document by the person inviting offers is not as such acceptable to the Constitutional Court, that, by itself, would not be a reason for interfering with the interpretation given.

24.2. The same aspects apply to the observations regarding 'contra proferentem rule' as referred by the High Court with reference to the case of *United India Insurance Co. Ltd. Vrs. Orient Treasures (P) Ltd.* (2016) 3 SCC 49. The said rule was referred by this Court while not accepting the argument made on behalf of the insured and while observing that the said rule had no application, when the language of the relevant clauses was plain, clear and unambiguous. We may, however, observe that even from the extracted part of the principles related with the 'contra proferentem rule', as reproduced by this Court from the Halsbury's Laws of England, **it is clear that the said rule was applied in the case of ambiguity in the insurance policy because the policies are made by the insurer and its ambiguity cannot be allowed to operate against the insured.** This rule, in our view, cannot be applied to lay down that in case of any ambiguity in a tender document, it has to be construed in favour of a particular person who projects a particular view point. The obvious inapplicability of this doctrine to the eligibility conditions in a notice inviting tender could be visualised from a simple fact that in case of ambiguity, if two different tenderers suggest two



*different interpretations, the question would always remain as to which of the two interpretation is to be accepted? **Obviously, to avoid such unworkable scenarios, the principle is that the author of the tender document is the best person to interpret its documents and requirements. The only requirement of law, for such process of decision-making by the tender inviting authority, is that it should not be suffering from illegality, irrationality, mala fide, perversity, or procedural impropriety.** No such case being made out, the decision of the tender inviting authority (NVS) in the present case was not required to be interfered with on the reasoning that according to the writ Court, the product “Smart Phone” ought to be taken as being of similar category as the product “Tablet”.*

11.5. Abreast with the aforesaid principles, there is no escape than to hold that the Chairman, OMC is not justified in passing order to cancel the tender in its entirety and issuing direction to initiate fresh bidding process free from “arbitrary and restrictive eligibility condition”. Hence, this Court exercising power of judicial review under Article 226 of the Constitution of India quashes the Tender Cancellation Notice dated 05.01.2026.

Conclusion:

12. From whatever angle the matter is looked at, this Court does not find any legality in the order of the Chairman, OMC and justification of the Chairman, OMC to override



the views/opinions of the technical experts. The decision-making process leading the Chairman to direct for cancelling the tender in entirety is flawed with in the light of discussions made in the foregoing paragraphs. The Tender Cancellation Notice dated 05.01.2026 issued by the Chief General Manager (Mining), Odisha (Annexure-10) cannot be countenanced and hence, the same is quashed and set aside.

12.1. The opposite parties are required to proceed with completion of formalities in connection with RfP, dated 03.11.2025.

12.2. The writ petition is allowed, but in the circumstances with no order as to costs.

12.3. Pending Interlocutory Applications, if any, shall stand disposed of accordingly.

I agree.

(HARISH TANDON)
CHIEF JUSTICE

(MURAHARI SRI RAMAN)
JUDGE