


**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**

S.B. Civil Writ Petition No. 1754/2026

M/s. Jyoti Builders, Through Its Partner/ Authorized Signatory,
Shri Rajesh Wadhwa, Having Its Office At 102-A, Mahadev Nagar,
Vaishali Gandhi Path, Jaipur, Rajasthan - 302021.

----Petitioner

Versus

1. The Managing Director, Rajasthan State Road Development And Construction Corporation Ltd. (Rsrdc), Setu Bhawan, Opp. Jhalana Doongari, Jaipur-Agra Bypass, Jaipur - 302004.
2. The General Manager, Rajasthan State Road Development And Construction Corporation Ltd., Setu Bhawan, Opp. Jhalana Doongari, Jaipur - 302004.
3. The Project Director, Rajasthan State Road Development And Construction Corporation Ltd., Unit-Sawai Madhopur, 170, Adarsh Nagar A, Sawai Madhopur, Rajasthan - 322001.

----Respondents

For Petitioner(s)	:	Mr. Bhrigu Sharma Ms. Samraddhi Sharma, Mr. Bharat Kaushik
For Respondent(s)	:	Mr. Tanveer Ahmad

HON'BLE MR. JUSTICE GANESH RAM MEENA

Order

Arguments concluded on	:::	March 19, 2026
Order Reserved on	:::	March 19, 2026
Order Pronounced on	:::	April 13, 2026

REPORTABLE:

1. The instant writ petition has been filed by the petitioner under Article 226 of the Constitution of India with the following prayers:-

- "i) the impugned Order/ Directions dated 14.01.2026, 16.01.2026 and 21.01.2026 may kindly be quashed and set aside;*
- ii) the Respondents may kindly be directed to accept the "Rapid" and "Gallant" make Reinforcement Steel, confirming that they meet the requirements of IS:1786 and the MoRTH Circular dated 12.02.2021;*
- iii) the Respondents may kindly be directed to immediately approve the Request for Inspection (RFI) for the reinforcement cage and permit casting of piles to prevent lapse of the working season."*

2. The facts in brief, borne out from the pleadings are that the respondent- RSRDC invited competitive bids for the work of 'Construction of High-Level Bridge across River Banas between Didyach & Deoli on MDR-182 (SWM Dhamoon Kalan Bilopa Ekra Binjari CKB Deoli Sarsop Road) in District Sawai Madhopur on EPC Mode' and the work was to be executed under the EPC mode. The petitioner submitted its bid in accordance with the tender conditions. Being the lowest responsive bidder, the petitioner was awarded the contract vide Letter of Award (for short 'LOA') dated 25.03.2025. The EPC agreement was signed on 08.04.2025.

3. On 14.01.2016 the respondent- RSRDC issued a letter to the petitioner that the steel provided at the site is not as per special condition of contract. In response to said

letter dated 14.01.2016, the petitioner submitted a detailed representation stating that the steel procured and supplied at site is as per the tender condition and there is no violation of the same. The respondent- RSRDC issued one another letter dated 16.01.2026 to the petitioner with the subject matter "Regarding use of steel in work- Construction of High Level Bridge across Banas River on MDR-182" as per Clause 32 of the Special Condition of Contract. In response to the said letter, the petitioner submitted a detailed representation on 17.01.2016. On 21.01.2021 the respondent- RSRDC also issued a letter dated 21.01.2026 whereby the petitioner was directed to follow the agreement instructions and not to go for any other brand.

4. Learned counsel appearing for the petitioner submitted that for imposing condition to use the steel of the brand names SAIL, VIZAG-RINL, TATA TISCON and the directions of the respondents in this regard by the impugned letters is illegal and arbitrary. Counsel further submitted that as per Clause 1.2 of the Contract Agreement, the references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof and shall also include the laws of India and the regulations having the force of law. Counsel appearing for the petitioner to substantiate his relief has referred Clause 15 of the Special Condition of Contract

wherein it has been provided that the Ministry's specifications for Road & Bridge works (Revised) will form part of the contract documents and the contractor will be legally bound to the various stipulation made therein unless and otherwise specifically relaxed/ waived wholly or partly through a special notification. In case of items not available in the MoRTH specifications book reference will be made to Rajasthan P.W.D. specifications, circulars issued by the Chief Engineer, P.W.D. Rajasthan, Jaipur and IRC. Counsel has referred the letter dated 28.10.2020 (Annex.9) issued by the Ministry of Road Transport & Highways wherein all steel are to be procured from producers who manufacture billets directly from iron ores and roll the billets to produce steel conforming to IS:1786. Counsel has also referred the letter dated 12.02.2021 issued by the Ministry of Road Transport & Highways wherein in para No.2 it has been referred that the Ministry of Steel vide their D.O. letter dated 12.01.2021 has clarified that Ministry of Steel does not support any classification of the produces and has highlighted adherence to BIS standards and purchase of BIS certified steel products. Counsel has also made a reference of the letter dated 06.10.2021 (Annex.10) issued by the Office of the Chief Engineer, P.W.D. Rajasthan, Jaipur. Counsel also submitted that the petitioner vide letter dated 05.06.2025 wrote to the Project Director, RSRDC Ltd. for permission to use Gallant

TMT Fe 550 steel in construction of High-Level Bridges at Banas River Bridge Tonk, Jharel Ke Balaji at Sawai Madhopur. Counsel has also referred the testing report dated 21.01.2026 of the steel being used by the petitioner and as per the testing report given by the CEGTH, the steel has been found to be perfect. Counsel has also made a reference of the letter dated 05.04.2017 issued by the Dedicated Freight Corridor Corporation of India Ltd., a Govt. of India Undertaking to M/s. AJAY - CHETAN (JV) permitting them to use the steel manufactured by M/s. Gallant Motal Ltd., Gujarat and so also reference of the letter dated 11.04.2018 issued by the Office of the RUIDP, Udaipur to M/s. Parul Construction Company permitting them to use the steel of BIS Standard. Counsel submitted that ignoring all these facts the respondents have issued the impugned letter dated 14.01.2026 stating that the steel provided by the petitioner at the site is not as per the special condition of contract and further a letter dated 16.01.2026 has been issued by the RSRDC to the petitioner stating that Clause No.32 of the Contract Agreement is as regards the brand and its name shall prevail.

5. Mr. Tanveer Ahmad, counsel appearing for the respondent- RSRDC submitted that if the petitioner has any grievance as regards the performance of contract, the petitioner can adhere to dispute redressal system provided therein. He also submitted that once the special terms and

conditions of the contract provide for a special condition then the contractor is under an obligation to perform the work as per the said conditions. He also submitted that prescribing any special terms and conditions in the contract agreement and the petitioner has also accepted the same, now he cannot say goodbye to such terms and conditions for his own benefits. Counsel also submitted that a detailed project report was prepared as per the specific brand of the steel to be used and the petitioner has accepted those terms and conditions while signing the agreement and now for his own financial benefits, he cannot say goodbye to the special terms and conditions for use of such a brand steel. Counsel also submitted that the petitioner has been assigned a contract for construction of High Level Bridge and looking to various instances of collapse of under construction bridges, the respondents cannot allow the petitioner to use any other steel except the steel as provided under the special terms and conditions of the Contract Agreement.

6. Considered the submissions made by both the counsels appearing for the respective parties and also perused the material made available on record.

7. The respondent- RSRDC invited competitive bids for construction of High-Level Bridge across River Banas between Didyach & Deoli on MDR-182 (SWM Dhamoon Kalan Bilopa Ekra Binjari CKB Deoli Sarsop Road) in District Sawai

Madhopur on EPC Mode. The petitioner submitted its bid and he being the lowest responsive bidder, was awarded the contract vide letter of award dated 25.03.2025 for a contract price of Rs.75,82,12,121.00. After letter of award the EPC agreement was signed on 08.04.2025. As per special terms and conditions of the Contract at Clause No.32, the petitioner was to use a steel of brand name SAIL, VIZAG-RINL, TATA TISCON and all steel are to be procured from Original Producers' who manufacturer billets directly from iron ores. Clause 32 of the special terms and conditions of the Contract Agreement, as signed between the parties is quoted as under:-

"32. SAIL, VIZAG-RINL, TATA TISCON, Steel shall be used by the contractor. All steel shall be procured from Original Producers' who manufacturer billets directly from iron ores and roll the billets to produce steel confirming to IS:1786 as per Chief Engineer, PWD Rajasthan Jaipur Circular No. CE&AS /TA/EE/ (D&T)/ 2016-17/ D-126 dated 08.08.2016."

8. The DPR of the project was prepared with the stipulation that the steel of a particular brand as provided under Clause 32 of the Contract Agreement is supposed to be used for construction of High-Level River Bridges, which are of public importance. The petitioner submitted the bid keeping in mind the required condition of using the particular

brand of Steel and being the lowest responsive bidder was assigned the work. The petitioner also signed the Contract Agreement with the open eyes and accepted the terms and conditions as given in Clause 32 of the special terms and conditions of the contract. It is the basic principle of contract that the contractor and the party assigning the contract to the contractor are bound by the terms and conditions accepted by both the parties which are quoted in the contract agreement. Any of the party cannot say goodbye to any terms and conditions of their own wishes and for their own benefits. Present is the case where the petitioner has been assigned a very important work of construction of High-Level Bridge and he is supposed to be bound by the terms and conditions of the contract more particularly the special terms and conditions as provided in the Contract Agreement.

9. The purpose of prescribing special conditions of contract is to ensure certain kind of precautions, para-meters, standards etc. in making construction and once the contractor has accepted the special terms and conditions of the contract with open eyes, now he during the commencement of the work cannot say goodbye to any such special terms and conditions. The petitioner has referred various circulars of the Government of India and the Government of Rajasthan as regards the use of the steel in construction work and so also the permissions granted to certain contractors for using

gallant steel. Once the Contract Agreement provides for special condition of the contract, the condition which is under the category of special conditions of contract, shall prevail over all such provisions under any circular or order as such special conditions in the contract were prescribed knowingly that there are certain circulars and orders as regards the use of steel. Prescribing any special condition in the contract has some genesis which is supposed to be followed by the parties to the Contract Agreement. The special conditions of the contract agreement prevail over other general conditions of contract as provided in the Contract Agreement.

10. The petitioner is said to have submitted a representation/ letter to the respondents on 05.06.2025 for permission of use of Gallant TMT Fe 550 steel in construction of High Level Bridge at Banas River. When in the tender notice and contract agreement there is a special condition for use of a steel of a particular brand and the contractor has been assigned the work under the terms and conditions given in the contract then he is supposed to adhere to the terms and conditions by making use of a particular brand of steel as mentioned in the special terms and conditions of the contract agreement. Making an application for permission to use steel of a brand other than the brand/s as mentioned in the contract agreement and if any such permission is granted, that would amount to violation of the terms and conditions of

the contract and any permission by the respondent-authorities on such application, is not permissible. The respondents are under an obligation to ensure that the contractor shall use the steel of the brand which finds mention in the special terms and conditions of the contract agreement. Permitting any contractor from deviating with the terms and conditions of the agreement and more particularly the special terms and conditions mentioned in the contract may give way to corruption in site. If the petitioner has used the steel of any brand other than the brands as mentioned in the special terms and conditions of the contract agreement during the commencement of work or in the garb of the interim order passed by this Court, is required to be removed.

11. In view of the discussion made above, the Court finds no illegality in the impugned letters issued by the respondents to the petitioner.

12. Accordingly, the writ petition filed by the petitioner is bereft of merit and accordingly stands dismissed.

13. Since the main petition has been dismissed, the stay application and pending application/s, if any, also stand dismissed.

(GANESH RAM MEENA),J