

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 2960/2026

M/s Ram Mohan Verma Enterprises, Through Its Proprietor
Manohar Navariya Having Its Registered Office At 40, Hari Dev
Joshi Colony, Rajmal Ka Talab, Kanwar Nagar, Bharmपुर, Jaipur
(Rajasthan)

----Petitioner

Versus

Rajasthan Rajya Vidyut Prasaran Nigam Limited, Having Its
Office At Mm Building Of Rrvpn, Near Ram Mandir, Bani Park,
Jaipur Through Its Superintending Engineer (Contracts-I)

----Respondent

For Petitioner(s) : Mr. Najeeb A. Khan

HON'BLE MR. JUSTICE GANESH RAM MEENA

Order

16/02/2026

1. The instant writ petition has been filed by the petitioner with a challenge to the letter dated 30.01.2026 issued by the Rajasthan Rajya Vidhut Prasaran Nigam Limited, whereby the respondent-Corporation has decided to terminate the contract of the petitioner-firm with immediate effect under the provisions of Bid document and the Rajasthan Transparency in Public Procurement Act, 2012 as well as Rajasthan Transparency in Public Procurement Rules, 2013 on the ground of breach of the Code of Integrity.
2. Learned counsel for the petitioner submits that if a firm is debarred by a particular procuring entity then it can be treated to be debarred from participating in the Bid process by a particular procuring entity and such kind of debarment cannot be treated to

be a disqualification for procuring any work from the other procuring entity.

3. Considered the submissions made by counsel for the petitioner and also perused the material made available on record.

4. As per the facts on record, the petitioner-firm after having participated in the Bid process, has procured work order from the respondent-Rajasthan Rajya Vidyut Prasaran Nigam Limited. When the corporation came to know about the order dated 27.03.2025 passed by the Registrar (Admn.), Rajasthan High Court Bench at Jaipur as regards debarring the petitioner under the provision of Section 11 of the Rajasthan Transparency in Public Procurement Act, 2012 (hereinafter to be referred as "RTPP Act"), the respondent-corporation terminated the contract assigned to the petitioner with immediate effect on the ground of Code of Integrity.

5. The Code of Integrity has been explained in Section 11 of the RTPP Act which is quoted as under :-

"11. Code of integrity for procuring entity and bidders.- (1) No officer or employee of a procuring entity or a person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

(2) The code of integrity referred to sub-section (1) shall include provisions for,-

(a) prohibiting -

(i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

(ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

- (iii) *any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;*
- (iv) *improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;*
- (v) *any financial or business transactions between the bidder and any officer or employee of the procuring entity;*
- (vi) *any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;*
- (vii) *any obstruction of any investigation or audit of a procurement process;*
- (b) *disclosure of conflict of interest;*
- (c) *disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.*
- (3) *Without prejudice to the provisions of Chapter IV, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including-*
 - (a) *exclusion of the bidder from the procurement process;*
 - (b) *calling off of pre-contract negotiations and forfeiture or encashment of bid security;*
 - (c) *forfeiture or encashment of any other security or bond relating to the procurement;*
 - (d) *recovery of payments made by the procuring entity along with interest thereon at bank rate;*
 - (e) *cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;*
 - (f) *debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years under section 46."*

6. It is not in dispute that vide order dated 27.03.2025, the petitioner has been debarred from procuring any contract for a period of 3 years in view of the fact that the petitioner-firm said to have submitted the forged documents as provided in Condition

No.17 of the tender notice while submitting the Bid for work before the Rajasthan High Court, Bench at Jaipur.

7. Now the issue is, whether if a firm or a person debarred under the provisions of Section 46 of the RTPP Act by one particular procuring entity, he/it is deemed to be debarred from participating in the Bid process initiated by other procuring entities or not or he/it would deemed to be debarred from that particular entity?

8. Sub-section 2 of Section 46 of the RTPP Act says that a bidder debarred under sub-section (1) shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he/it was debarred.

9. The aforesaid provision clearly shows that a bidder debarred under sub-section (1) of Section 46 of the RTPP Act shall not be eligible to participate in a procurement process of any procuring entity.

10. The "procuring entity" has been defined in Sub-section (xvi) of Section 2, which means an entity referred to in Sub-section (2) of Section 3 of the RTPP Act.

11. Sub-section (2) of Section 3 of the RTPP Act reads as under :-

"(2) For the purposes of this Act, "procuring entity" means,-

- (a) any department of the State Government or its attached or subordinate office;*
- (b) any State Public Sector Enterprise owned or controlled by the State Government;*
- (c) any body established or constituted by the Constitution whose expenditure is met from the Consolidated Fund of the State;*

- (d) *any body or board or corporation or authority or society or trust or autonomous body (by whatever name called) established or constituted by an Act of the State Legislature or a body owned or controlled by the State Government;*
- (e) *any other entity which the State Government may, by notification, specify to be a procuring entity for the purpose of this Act, being an entity that receives substantial financial assistance from the State Government in so far as the utilisation of such assistance towards procurement is concerned. "*

12. On a conjoint reading of Section 46(2), Sub-section (xvi) of Section 2 and Sub-section (2) of Section 3 of the RTPP Act clearly show that if a person/firm is debarred from participating any procurement process by one procuring entity, then he/it is not eligible to participate in procurement process as initiated by any other procuring entity which is covered under Sub-section (2) of Section 3 of the RTPP Act.

13. In view of the aforesaid discussion, the Court finds no merit in the writ petition as there is no illegality or perversity in the impugned letter dated 30.01.2026.

14. Accordingly, the present writ petition is dismissed.

15. In view of the order passed in the main petition, the stay application as well as pending application, if any, also stands disposed of.

(GANESH RAM MEENA),J