

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 16990/2025

Sukhbir Singh Sidhu S/o Sh. Mahendra Singh Sidhu

-----Petitioner

Versus

Rajasthan State Road Transport Corporation (Rsrtc)

-----Respondent

For Petitioner(s)	:	Mr. Narendra Kumar Pareek with Mr. Kartavya Singh Shekhawat Mr. Ajay Singh
For Respondent(s)	:	Mr. Ankit Bishnoi Mr. Prateek Mathur

HON'BLE MR. JUSTICE SAMEER JAIN

Order

07/05/2026

Learned counsel for the petitioner has submitted that going beyond the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 (hereinafter referred to as 'the RTPP Act'), work order has been issued in spite of the fact that the petitioner was considered L1. Learned counsel has relied upon Section 15 of the RTPP Act and Rule 69 of the Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter referred to as 'the RTPP Rules'). It is submitted that negotiations post-bid are only permissible under the provisions of Section 31 and 35 of the RTPP Act and that there is no obstacle as such. It is lastly submitted that the object of RTPP Act *in toto* is to make endeavors to maintain transparency in the procurement procedure, and thus the rules of the game cannot be changed beyond the terms and conditions of the bid.

Per contra, learned counsel appearing for the respondent-RSRTC has submitted that as per provisions of Rule 69 read with 15 of the RTPP Rules, negotiations are permissible in the interest of department. It is submitted that petitioner has participated in the negotiations, therefore, he is estopped to assail the same at a later stage. Counsel has relied upon judgment dated 05.12.2024 passed in **SBCWP No.17666/2024**. It is submitted that provisions of Section 15 of the RTPP Act and Rule 69 of the RTPP Rules were duly considered. However, as the issue was raised at a belated stage, after participation, the present ground was turned down.

The same arguments are endorsed by learned counsel for the private respondent, i.e. the successful bidder who is now performing the work. It is further submitted that on account of the aforementioned and the contract being executed, the private respondent has taken financial obligations and he has to pay the EMIs.

Arguments heard and concluded.

Judgment is reserved, for pronouncement.

Both the sides will be at liberty to file their written submissions, during the course of the day.

(SAMEER JAIN),J