

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

**RESERVED ON: 13.05.2026
DELIVERED ON: 19.05.2026**

**PRESENT:
THE HON'BLE MR. JUSTICE GAURANG KANTH**

WPA 10962 OF 2026

**FLEMINGO DUTYFREE SHOP PRIVATE LIMITED
VERSUS
AIRPORTS AUTHORITY OF INDIA & ANR.**

Appearance:-

**Mr. Amitesh Banerjee, Sr. Adv.
Mr. Sanjoy Ghose, Sr. Adv.
Mr. Krishnaraj Thaker, Sr. Adv.
Mrs. Nasrin Sultana, Adv.
Mr. R. Singh, Adv.
Mr. A. Bhat, Adv.
Mr. V. Nath, Adv.
Mr. N. Prasad. Adv.**

..... for the Petitioner

**Mr. Shashwat Nayak, Adv.
Mr. Dipankar Das, Adv.
Mr. M. Bhattacharyya, Adv.**

.... for the Airport Authority of India.

**Mr. Abhrajit Mitra, Sr. Adv.
Mr. Arindam Guha, Adv.
Mr. S. Sengupta, Adv.
Ms. S. Dey, Adv.**

..... for the Respondent No. 2

JUDGMENT

Gaurang Kanth, J.:-

1. The Petitioner has preferred the present writ petition under Article 226 of the Constitution of India challenging the tender evaluation process undertaken by the Respondent Authorities in respect of the Request for Proposal (hereinafter referred to as "RFP") dated 20.01.2026, issued by the Respondent No. 1, Airports Authority of India, for the development,

operation and maintenance of Duty-Free Outlets at Netaji Subhas Chandra Bose International Airport, Kolkata.

2. The facts leading to the present case are as follows:
3. The Petitioner, Flemingo Duty Freeshop Pvt. Ltd., is a company engaged in the business of managing and operating duty-free retail outlets at international airports across India. The Petitioner has been operating duty-free outlets at Netaji Subhas Chandra Bose International Airport, Kolkata, having emerged as the successful bidder pursuant to a Request for Proposal issued in September 2015. The Petitioner's Concession Agreement, originally for a period of seven years, was extended by Respondent No. 1, Airports Authority of India, owing to the unprecedented disruption caused to international passenger operations and the travel retail sector, and the extended term remained valid until 21.04.2026.
4. On 20.01.2026, Respondent No. 1 issued a fresh Request for Proposal for the development, operation and maintenance of Duty-Free Outlets at Netaji Subhas Chandra Bose International Airport, Kolkata.
5. Prior to participating in the fresh tender process, the Petitioner had filed Writ Petition No. WPA 3830/2026 titled *Flemingo Duty Freeshop Pvt. Ltd. v. AAI*, challenging the legality and validity of Clause 2.2.1 of the RFP pertaining to the eligibility criterion relating to "Outstanding Dues," as well as Article 7.3.1 of the draft Concession Agreement, which provided for unilateral set-off and adjustment of alleged dues. This Court, vide order dated 05.03.2026, directed Respondent No. 1 to permit the Petitioner to participate in the tender without imposing the condition prescribed under Clause 2.2.2(d) thereof. Pursuant to the said order, the Petitioner submitted its bid in response to the RFP.

- 6.** The terms and conditions of the RFP, read with the provisions of the AAI Commercial Manual, 2025, stipulated that all communications, queries and clarifications pertaining to the bid process were required to be routed exclusively through the Central Public Procurement Portal ("CPP Portal"), with the stated objective of ensuring transparency, uniformity and equal treatment of all participating bidders.
- 7.** During the course of evaluation of the bids received, the Respondent Authorities, vide communication dated 20.04.2026, issued a query to Respondent No. 2, Nuance Group (India) Private Limited, under the heading "Shortfall of Documents," noting that Respondent No. 2 had not duly signed and stamped certain specified pages of the Chartered Accountant certified documents submitted along with the bid, and directing Respondent No. 2 to resubmit duly signed and stamped documents. Respondent No. 2 resubmitted the said documents on 23.04.2026, thereby rectifying the deficiencies noted. It is further stated that Respondent No. 2 had affixed a digital signature in place of a manual signature on the documents so submitted.
- 8.** On the same date, i.e., 20.04.2026, the Respondent Authorities also sought clarifications and additional documents from the Petitioner. However, unlike the communications pertaining to Respondent No. 2, the said communications to the Petitioner were transmitted through direct private electronic mail, rather than through the CPP Portal as mandated under the RFP and the Commercial Manual. The Petitioner duly responded to the said communications on 23.04.2026.
- 9.** The Petitioner thereafter addressed formal representations dated 24.04.2026 and 27.04.2026, and a further email dated 07.05.2026, to the

Respondent Authorities, particularising the alleged irregularities in the evaluation process and calling upon the Respondents to take corrective action.

- 10.** In response thereto, Respondent No. 1, vide reply letter dated 11.05.2026, sought to justify its conduct by contending that: (i) the evaluation process was being conducted strictly in accordance with Clause 3.3 of the RFP; (ii) clarifications were sought as and when necessitated during the course of evaluation; (iii) the second request for shortfall documents was transmitted through electronic mail, instead of through the CPP Portal, solely on account of a technical glitch in the Portal and only after obtaining requisite sanction from the competent authority; and (iv) copies of such communication were simultaneously marked to all other participating bidders in the interest of transparency.
- 11.** Being aggrieved by the aforesaid tender evaluation process, the Petitioner has preferred the present writ petition under Article 226 of the Constitution of India.
- 12.** It is also pertinent to note that during the pendency of the present proceedings, the financial bids submitted pursuant to the RFP were opened on 12.05.2026, whereafter Respondent No. 2, Nuance Group (India) Private Limited, was declared as the successful bidder.

Submissions on behalf of the Petitioner

- 13.** Mr. Amitesh Banerjee, learned Senior Counsel appearing on behalf of the Petitioner urged, that the Respondent Authorities adopted different and inconsistent standards while evaluating the bids submitted by the various bidders, and impermissibly permitted Respondent No. 2 to rectify and supplement alleged deficiencies in their bid after the deadline for

submission, an indulgence which was not extended to the Petitioner in comparable circumstances. It was pointed out that Respondent No. 2, vide communication dated 20.04.2026, was allowed to resubmit pages of the Chartered Accountant certified documents that were not duly signed and stamped, and had further affixed digital signatures in place of mandatory manual signatures, all of which discrepancies were condoned by the Respondent Authorities. It was submitted that such selective leniency, extended to one bidder while denied to another similarly situated bidder, amounts to hostile discrimination and is violative of the right to equality guaranteed under Article 14 of the Constitution of India, which mandates that State action must be free from arbitrariness and that persons similarly situated must be treated alike. It was additionally contended that the bid of Respondent No. 2 suffers from material deficiencies in statutory certifications, notarisation and mandatory disclosure requirements, which ought to have rendered the said bid non-compliant and liable to outright rejection at the threshold stage of evaluation under the RFP.

- 14.** It was submitted that the Respondent Authorities acted contrary to the express terms and conditions of the tender as well as the provisions of the AAI Commercial Manual, 2025 governing the tender process, by soliciting clarifications and additional documents from the Petitioner through private electronic mail communications, rather than through the CPP Portal as expressly mandated. It was further contended that such deviation from the prescribed procedure adversely affects the transparency and equal treatment that are the cornerstones of a fair procurement process, and that the explanation of a technical glitch offered by Respondent No. 1 in its reply dated 11.05.2026 is neither contemplated under the RFP as a

permissible exception nor sufficient to cure the procedural impropriety occasioned thereby.

- 15.** It was further urged that certain communications transmitted during the course of the tender evaluation process were routed through an undisclosed third-party email domain not attributable to Respondent No. 1 or any of its authorized agencies, thereby raising serious and legitimate concerns regarding the transparency, confidentiality and integrity of the overall procurement process. It was submitted that the identity of the persons operating the said third-party domain has not been disclosed and that the Petitioner is unable to ascertain whether sensitive bid-related information has been exposed to unauthorized parties or whether the communications so transmitted have been tampered with, rendering the entire evaluation process suspect.
- 16.** In support of the aforesaid contentions, the Petitioner placed reliance upon the decision of the Orissa High Court, Cuttack in **WP(C) No. 3714/2016 in Maquet Medical India Pvt. Ltd. & Anr. v. Odisha State Medical Corporation Ltd. & Anr.**, the judgment of the Kerala High Court in **WA No. 1342/2018 in ATC Telecom Infrastructure Pvt. Ltd. v. Kerala State Warehouse Corporation**, and the decision of the Punjab and Haryana High Court at Chandigarh in **M/s Shyamji Transport Company v. FCI, Civil Writ Petition No. 12046/2014**, in support of the proposition that deviation from prescribed tender procedures and differential treatment of bidders by State authorities is impermissible and renders the procurement process liable to be interfered with by a Constitutional Court exercising jurisdiction under Article 226 of the Constitution of India.

- 17.** Mr. Sanjoy Ghosh, learned Senior Counsel appearing on behalf of the Petitioner, supplementing the arguments advanced by Mr. Amitesh Banerjee, learned Senior Counsel, urged that the conduct of Respondent No. 1, viewed in its entirety and proper perspective, discloses a consistent and discernible intention on the part of the Respondent Authorities to exclude the Petitioner from participation in the tender process. It was pointed out that the Petitioner was able to participate in the impugned tender solely by virtue of the order dated 05.03.2026 passed by this Court in WPA No. 3830/2026, and that, but for the said judicial intervention, the Petitioner would have been unlawfully shut out from the procurement process altogether. It was further contended that whereas the Respondent Authorities condoned the affixation of digital signatures by Respondent No. 2 in place of mandatory manual signatures, the requirement of original manual signatures on bid documents is a substantive condition going to the root of the integrity of the process, inasmuch as it serves as a critical safeguard against manipulation, interpolation and unauthorized alteration of documents submitted in a competitive public procurement process, and any dilution of the said requirement in favour of a particular bidder is wholly impermissible.
- 18.** Concluding their submissions, learned Senior Counsel for the Petitioner urged that the cumulative effect of the aforesaid irregularities and acts of commission and omission on the part of Respondent No. 1 unmistakably demonstrates that the tender evaluation process was conducted in a manifestly unfair and partisan manner, with a view to conferring undue advantage upon Respondent No. 2. It was accordingly prayed that this

Hon'ble Court be pleased to allow the writ petition and grant the reliefs as prayed for therein.

Submissions on behalf of the Respondent No.1

19. Mr. Shashwat Nayak, learned Counsel appearing on behalf of Respondent No. 1 opposed the writ petition and submitted that the tender evaluation process was conducted in strict conformity with the terms of the RFP and the applicable procedural framework. It was submitted that Clause 7.8.5 of Chapter 7 of the RFP document, dealing with Concession Procedure, Design, Develop and Award, expressly contemplates that during the course of scrutiny of bids, if it is observed that documents are deficient, that a bidder has not submitted documents in terms of the NIT/Tender Document, or that certain clarifications are required, the Respondent Authorities are empowered, with the approval of the NIT Approving Authority, to call for such shortfall documents or clarifications from the concerned bidder. It was further clarified that the only circumstance in which a bid may be rejected straightway, without affording any opportunity to cure deficiencies, is where the EMD, Tender Fee or Unconditional Acceptance Letter has not been submitted by the bidder. It was submitted that in cases of e-tenders, such shortfall documents and clarifications are ordinarily required to be sought through the e-tender portal only, with a maximum of two opportunities being afforded to a bidder for furnishing the same. It was accordingly contended that the RFP itself expressly permits the Respondent Authorities to seek clarifications and deficient documents from bidders, and that the same procedure was uniformly adopted in respect of all participating bidders, including the Petitioner, without any discrimination whatsoever.

20. It was further submitted that the present tender is a project of considerable magnitude and commercial significance, and that Respondent No. 1, as the tendering authority, was consciously disinclined to reject any bid on hyper-technical grounds, where the substantive merits of the bid could be ascertained upon receipt of clarifications or shortfall documents. It was contended that the said approach was applied uniformly and consistently to all bidders, and that clarifications were sought from the Petitioner as well on the same basis. As regards the deviation from the CPP Portal for transmission of the communication to the Petitioner, it was submitted that the same was occasioned solely by a technical failure of the Portal, and that in view of such technical exigency, the communication was transmitted through electronic mail after obtaining requisite sanction from the competent authority, with copies being simultaneously marked to all other participating bidders, thereby ensuring that no prejudice was caused to any party and that the transparency of the process was duly maintained.

21. On the question of the scope of judicial review in tender matters, learned Counsel for Respondent No. 1 submitted that it is well-settled law that though the power of judicial review of tender decisions is undoubted, it must be exercised with circumspection and restraint, and that Constitutional Courts do not sit as appellate authorities over tender evaluation decisions taken by expert administrative bodies. It was submitted that interference by a Court in contractual and procurement matters is warranted only where the decision-making process is shown to be vitiated by palpable arbitrariness, mala fides, or patent illegality causing immediate and demonstrable prejudice to the aggrieved party, and

that none of these ingredients are made out in the facts of the present case. In support of the aforesaid propositions, Respondent No. 1 placed reliance upon the decision of the Hon'ble Supreme Court of India in ***Tata Motors Ltd. v. The Brihan Mumbai Electric Supply & Transport Undertaking, reported as (2023) 19 SCC 1***, as well as the decision in ***N.G. Projects Ltd. v. Vinod Kumar Jain reported as 2022 (6) SCC 127***, urging that the impugned evaluation process discloses no infirmity warranting interference by this Court under Article 226 of the Constitution of India, and that the writ petition is accordingly liable to be dismissed.

Submission on behalf of Respondent No. 2

22. Mr. Abhrajit Mitra, Learned Senior Counsel appearing on behalf of Respondent No. 2 adopted the submissions advanced on behalf of Respondent No. 1 and supplemented the same with the following additional contentions. It was submitted that Clause 2.17.3 of the RFP expressly provides that any alteration, modification or additional information supplied by a bidder subsequent to the proposal due date, unless specifically sought by the Authority, shall be disregarded. It was contended that the said provision, properly construed, necessarily and impliedly recognises the authority of Respondent No. 1 to call for additional information, documents or clarifications from bidders during the evaluation process, for it is only in the absence of such a requisition by the Authority that unsolicited post-submission material is liable to be disregarded. The converse position, namely, that information or documents specifically sought by the Authority may legitimately be furnished by a bidder after the proposal due date, is thus expressly contemplated and sanctioned by the terms of the RFP itself.

23. It was accordingly submitted that when Respondent No. 1, vide communication dated 20.04.2026, pointed out the shortfall in the documents submitted by Respondent No. 2, the said communication was issued in due exercise of the authority's power expressly recognised under the RFP, and Respondent No. 2, in furnishing the requisite documents in response thereto, acted in strict conformity with the terms of the tender and in accordance with law. It was urged that the conduct of both Respondent No. 1 and Respondent No. 2 throughout the evaluation process was entirely regular, transparent and in consonance with the applicable contractual and procedural framework, and that the allegations of arbitrariness, mala fides or hostile discrimination levelled against the Respondents are wholly misconceived, unsupported by the materials on record. It was accordingly prayed that the writ petition be dismissed with costs, and that this Court decline to interfere with the impugned tender evaluation process, which has been conducted fairly, transparently and in strict conformity with the terms of the RFP and the applicable law.

Legal Analysis

24. This Court has heard the arguments advanced by the learned Senior Counsels appearing on behalf of the Petitioner and the learned Counsels appearing on behalf of Respondent Nos. 1 and 2, and has carefully examined the pleadings, documents and materials placed on record.

25. At the outset, it is necessary to delineate the scope and limits of the power of judicial review in matters pertaining to public procurement and tender evaluation. It is well settled by a long and consistent line of decisions of the Hon'ble Supreme Court of India that though the power of judicial review of administrative decisions in contractual matters is undoubted,

Constitutional Courts do not function as appellate authorities over the merits of tender evaluation decisions taken by expert administrative bodies. Interference by a Court exercising jurisdiction under Article 226 of the Constitution of India is warranted only in exceptional circumstances, where the decision making process is demonstrated to be vitiated by palpable arbitrariness, mala fides, or patent illegality causing immediate and demonstrable prejudice to the aggrieved party. In **Tata Motors Ltd. v. The Brihan Mumbai Electric Supply & Transport Undertaking** (supra), the Hon'ble Supreme Court reiterated with considerable emphasis that in matters of tender evaluation, Courts must exercise restraint and defer to the judgment of the tendering authority, which possesses the requisite technical expertise and domain knowledge to assess the suitability and compliance of bids. The said principle is equally affirmed in **N.G. Projects Ltd. v. Vinod Kumar Jain** (supra), wherein it was held that judicial intervention in procurement decisions is not warranted merely because a party aggrieved by the outcome of the evaluation process urges an alternative interpretation of the tender conditions. Tested on the anvil of the aforesaid well-established principles, this Court finds that the impugned evaluation process discloses no infirmity of a nature or degree that would justify interference under Article 226 of the Constitution of India.

- 26.** The primary contention of the Petitioner that Respondent No. 2 was extended differential and preferential treatment by being permitted to resubmit deficient documents, is also found to be without substance upon a careful examination of the record. Clause 7.8.5 of Chapter 7 of the RFP expressly empowers the Respondent Authorities, with the approval of the

NIT Approving Authority, to seek shortfall documents and clarifications from bidders during the scrutiny process. The said provision forms an integral and deliberate part of the contractual framework governing the tender, and the exercise of such power by Respondent No. 1 cannot, therefore, be characterised as an act contrary to the terms of the RFP or as an act of undue favour extended to any particular bidder. It is evident from the materials placed before this Court that the procedure of calling for shortfall documents was uniformly adopted in respect of all participating bidders, including the Petitioner, in exercise of the power expressly conferred under Clause 7.8.5 of the RFP, which contemplates a maximum of two opportunities being afforded to a bidder for furnishing shortfall documents or clarifications. The allegation of selective leniency being extended exclusively to Respondent No. 2 is thus found to be factually unsustainable. The mere fact that the nature and extent of the deficiencies noted in the respective bids of different bidders varied from bidder to bidder does not, by itself, give rise to an inference of discriminatory treatment. Equal treatment in the context of tender evaluation signifies the application of the same standards and criteria to all participating bidders, and this Court finds that the said standard has been scrupulously adhered to in the present case.

- 27.** As regards the contention that the bid of Respondent No. 2 is vitiated by material deficiencies in statutory certifications, notarisation requirements and mandatory disclosure obligations, this Court is of the view that the evaluation of bid documents and the determination of their compliance with the requirements of the RFP falls squarely within the domain of the tendering authority, being best placed to assess the same. It is noted that

the alleged deficiencies were identified and brought to the notice of Respondent No. 2 by Respondent No. 1 itself, in the transparent exercise of its power under Clause 7.8.5 of the RFP, and Respondent No. 2 duly rectified the same in strict conformity with the prescribed procedure. The question as to whether the bid of Respondent No. 2 was, upon such rectification, compliant with the requirements of the RFP is essentially a matter of technical evaluation falling within the exclusive province of the tendering authority. In the absence of any material on record to establish that the decision to accept the bid of Respondent No. 2 as compliant was arbitrary, mala fide or patently illegal, this Court declines to substitute its own assessment for that of the expert authority.

- 28.** The second grievance of the Petitioner is that clarifications and shortfall documents were sought from the Petitioner through private electronic mail rather than through the CPP Portal as mandated under the RFP and the Commercial Manual. This Court has carefully considered the said contention and finds it difficult to sustain. It is noted that the deviation from the CPP Portal was occasioned solely by a technical failure of the Portal, and that the impugned communication was transmitted through electronic mail only after obtaining requisite sanction from the competent authority, with copies being simultaneously marked to all other participating bidders so as to ensure transparency and equal access to information. In the considered view of this Court, such a deviation, occasioned by a technical exigency and accompanied by adequate safeguards to maintain transparency, does not amount to a substantive or material violation of the tender conditions so as to warrant judicial

interference. Significantly, no demonstrable prejudice to the Petitioner arising from the said deviation has been established on record.

- 29.** The contention of the Petitioner regarding the use of an undisclosed third-party email domain for transmission of certain communications during the evaluation process is found to be vague, unsubstantiated and unsupported by any cogent or specific material on record. The Petitioner has not placed before this Court any concrete evidence to demonstrate that the use of the said email domain resulted in any breach of confidentiality, exposure of sensitive bid related information to unauthorised parties, or tampering with any communication transmitted in the course of the evaluation process. A mere apprehension or suspicion, howsoever earnestly articulated, cannot constitute sufficient ground for this Court to interfere with a public procurement process of this magnitude under Article 226 of the Constitution of India.
- 30.** This Court has carefully examined the three decisions placed on record by the Petitioner in support of its contentions and is of the considered view that not only are the said decisions clearly distinguishable on facts, but that each of them, upon a proper reading, paradoxically lends support to the case of the Respondents rather than the Petitioner.
- 31.** The decision of the Orissa High Court in ***Maquet Medical India Pvt. Ltd. & Anr. v. Odisha State Medical Corporation Ltd. & Anr.*** (supra), upon a closer examination, actually advances the case of the Respondents. In that case, the Court upheld the outright rejection of a bid where Declaration Format T5, as uploaded on the portal, did not bear any signature whatsoever, and further held that since the said document was required to be notarised, the affixation of a digital signature in place of a

manual signature was impermissible, as it demonstrated that the executant had not personally appeared before the Notary Public. The facts of the present case are materially and fundamentally different. The deficiency noted by Respondent No. 1 in the bid of Respondent No. 2 was confined merely to the absence of the bidder's counter-signature on merely two pages out of a voluminous bulk of CA certified documents, a deficiency which did not go to the root of the bid's authenticity or compliance. The tendering authority, in the lawful exercise of its expert judgment, considered the said deficiency to be of a minor and curable nature, insufficient to warrant outright rejection, and accordingly invoked the express power vested in it under Clause 7.8.5 of the RFP to afford Respondent No. 2 an opportunity to resubmit the deficient pages. It is well settled that the tendering authority is best placed to assess the materiality of deficiencies in bid documents, and its decision to treat a deficiency as curable rather than fatal is entitled to judicial deference in the absence of any demonstrable arbitrariness or mala fides. This Court finds no infirmity whatsoever in the said decision, and the reliance placed by the Petitioner upon *Maquet Medical India (supra)* is accordingly wholly misconceived and deserves to be rejected.

32. The judgment of the Kerala High Court in *ATC Telecom Infrastructure Pvt. Ltd. v. Kerala State Warehouse Corporation* (supra) is equally distinguishable and in fact operates against the Petitioner. In that case, the Division Bench upheld the rejection of a bid where the Petitioner had failed to sign the General Conditions of Contract, holding that such failure carried the substantive implication of the bidder's non-acceptance of and non-consent to the terms and conditions governing the contract, and

affirmed that it is for the tendering authority, and not the Court, to determine whether a particular deficiency is fatal or curable, and that such determination is entitled to judicial deference. The present case stands on an entirely different footing. The deficiency noted in the bid of Respondent No. 2 was confined merely to the absence of counter signature on two pages of a voluminous CA certified document, which, unlike the failure to sign the General Conditions of Contract, carries no implication of non-acceptance of or non-consent to the tender terms. The tendering authority, in the lawful exercise of its expert judgment under Clause 7.8.5 of the RFP, consciously and deliberately assessed the said deficiency as minor and curable. The ratio of **ATC Telecom** (*supra*), rather than supporting the Petitioner, in fact affirms that such an assessment by the tendering authority is entitled to be respected, and this Court finds no reason to take a different view in the present case.

- 33.** The decision of the Punjab and Haryana High Court in **M/s Shyamji Transport Company v. FCI** (*supra*) is equally distinguishable and turns against the Petitioner. In that case, the Court upheld the rejection of a bid where the Petitioner had failed to sign a mandatory document, and the tender conditions contained an express clause providing that non-compliance with the said requirement shall entail outright rejection. The present case stands on an entirely different footing. The deficiency noted in the bid of Respondent No. 2 was confined to the absence of counter signature on two pages of a voluminous CA certified document, and crucially, unlike the tender conditions in **Shyamji Transport** (*supra*), the RFP in the present case contains Clause 7.8.5 which expressly empowers the tendering authority to call for shortfall documents and afford an

opportunity of rectification, which power was duly and lawfully exercised by Respondent No. 1. All three decisions relied upon by the Petitioner thus uniformly affirm the overarching principle of judicial deference to the decision making authority of the tendering body, and paradoxically lend support to the Respondents rather than the Petitioner. The reliance placed upon them is accordingly liable to be rejected.

- 34.** In view of the foregoing discussion, this Court is of the considered opinion that the tender evaluation process undertaken by Respondent No. 1 in respect of the RFP dated 20.01.2026 does not suffer from any infirmity of arbitrariness, mala fides or patent illegality so as to warrant interference by this Court under Article 226 of the Constitution of India. The Petitioner has accordingly failed to establish any ground justifying judicial intervention in the impugned procurement process.
- 35.** Accordingly, the writ petition stands dismissed.

(GAURANG KANTH, J.)

SAKIL AMED (P.A)

Calcutta