

24.12.2025

**DL-91
Ct. No. 25
Srimanta**

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

WPA/28650/2025

M/s. D. M. Enterprises

-Vs.-

Bharat Sanchar Nigam Limited & Ors.

Mr. Chitra Som Basu,
Mr. Kalyan Halder

...for the petitioner.

Mr. Rajib Mukherjee,
Ms. Shrayasi Bhaduri,
Mr. Sourish Mukherjee

...for the BSNL.

1. The petitioner has filed the present writ application praying for quashing and setting aside the impugned TEC report/rejection of the technical bid of the petitioner. The petitioner submits that the respondent authorities issued four tender notices for maintenance of OFC of different routes. In the tender document the respondents have attached the check list containing 26 items. The petitioner had participated in the said tender process. On 29.11.2025 the technical bid of the petitioner was rejected on the ground that "certificate/undertaking under Rule 114(xi) of the General Financial Rule (GFR, 2017) not submitted". The petitioner has drawn the attention of this Court to the document which is appearing at page no. 108 (Annexure – P/3) wherein

it is mentioned that the offered products belong to the land border sharing beneficial ownership/controls from such countries but the petitioner has marked as 'No'. Under such circumstances question of submitting certificate giving an undertaking under Rule 144 (xi) of the GFR-2017 is not required but the respondent authorities have illegally and arbitrarily rejected the technical bid of the petitioner.

2. Counsel for the petitioner submits that the respondents have considered the manipulated document of one Karmakar Associates on the ground that the said firm is associated with the Vodafone South Limited and a certificate has been issued certifying that M/s. Karmakar Associates is working as contractor in the OFC Construction and have been awarded to execute Optical Fiber Construction work at Berhampore. Petitioner submits that the certificate which the respondent have relied upon with regard to the Karmakar Associates are the forged document and to deprive the legitimate claim of the petitioner.

3. Per contra, Learned Advocate appearing for the respondents submits that the petitioner in a single writ application has challenged the cancellation of the technical bid of four tender process. Under such circumstances, the writ petition is not maintainable.

4. The Learned Counsel for the respondents further submits that under the scheme there is a specified provision of arbitration but without invoking the provision of arbitration, the petitioner has filed the present writ application. Learned Counsel for the petitioner submits that the Clause of Arbitration will come into force only when work is being awarded to the petitioner. In the present case, the respondents have not awarded any work to the petitioner and as such the arbitration clause will not be applicable to the petitioner.

5. Heard the Learned Counsel for the respective parties, perused the materials-on-record, this Court finds that the respondents authorities have rejected the technical bid of the petitioner on the ground that the petitioner has failed to file the certificate under Rule 144(xi) of the GFR-2017 but as per the document submitted by the petitioner appearing in page 108 (Annexure – P/3) the petitioner has categorically mentioned that the petitioner is not belonged to land border sharing beneficial ownership/controls from such countries and as such the said Clause is not applicable. This Court also finds that in the check list the said document is not mentioned though there are altogether 26 items but on the ground the respondents have cancelled the

technical bid the said document is not appearing in the check list of the tender document.

6. As regards the points raised by the petitioner with regard to the arbitration clause this Court is of the view till date no contract has been entered between the petitioner and the respondent authorities, thus arbitration clause cannot be taken into consideration.

7. Considering the above, this Court is of the prima facie view that the balance of convenience and inconvenience is in favour of the petitioner and at this stage if the respondents are allowed to continue for awarding work ignoring the claim of the petitioner, the petitioner will be prejudiced. Accordingly, the respondents are restrained from finalizing the tender process till 8th January, 2026 or until further order whichever is earlier.

8. List the matter on 8th January, 2026 under the heading 'Urgent Motion'.

(Krishna Rao, J.)