

31.12.2025
Item No. 16.
Court No.7.
AB

W. P. A. 29996 of 2025

**Shree Jagdamba Coke Industries
Private Limited & Anr.
Vs
Union of India & Others**

Mr. Saptangshu Basu, Sr. Adv,
Mr. A. Mondal,
Mr. Supravat Banerjee,
Mr. Abhishek Dey,
Mr. Jyotirmoy Jha ...for the Petitioners.

Mr. Souvik Nandyfor the Respondent Nos.2 to 4.

Mr. Ram Chandra Agarwal,
Mr. Amal Kr. Dutta for the Union of India.

1. Affidavit of service filed in Court today is taken on record.
2. Learned advocates for the parties are present.
Heard learned advocates.
3. Mr. Basu submits that the Notice Inviting Tender is absolutely arbitrary and bad as because the authority has invited the tender for supply of minimum 24,500 MT for IISCO and Rourkela Steel Plant and 15,750 MT of coke breeze for Durgapur Steel Plant by Rail only. Learned advocate submits that there is no specific ground why such clause is inserted.
4. Learned advocate for the Respondent Authority, that is the Steel Authority of India, submits that

the authority is competent to decide as to the mode in which the supply should be made and such interference may not be made by a Writ Court.

5. Learned advocate for the petitioners has also relied upon a decision of the Hon'ble Supreme Court in the case of ***Meerut Development Authority Vs Association of Management Studies*** reported in ***(2009) 6 SCC page 171***. In the said decision, the Hon'ble Supreme Court observed as follows:

"26. A tender is an offer. It is something which invites and is communicated to notify acceptance. Broadly stated it must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available in cases where it is established that the terms of the invitation to tender were so tailor-made to suit the convenience of any particular person with a view to eliminate all others from participating in the bidding process."

6. Learned advocate for the respondent nos.2 to 4 has also relied upon a decision, although not submitted before this Court, reported in ***(2022) 6 SCC 127, Paragraphs 21 to 26***.
7. Upon considering the facts of the case and conditions made in the tender as this particular clause is usually not found in other tenders, this

Court is of the view that this writ petition should be entertained and the matter should be heard upon directing the respondent authorities to submit a report as to what basis such a decision is arrived at.

8. Let this matter appear on 8.1.2026 before the Regular Bench.
9. Let a report be submitted by the respondent nos.2 to 4 as to the decision taken by the authorities for inviting tender by way of transport through Rail by inserting the said clause.
10. Till January 8, 2026, the authority shall not proceed to give effect to the said tender which is due to be held on 1.1.2026.
11. All parties shall act in terms of server copy of the order downloaded from the official website of this Court.

(Biswaroop Chowdhury, J.)