

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NO.14508 /2025
[@ SLP [C] NO.5545/2024]**

RB ASSOCIATES GLOBAL CONNECT PRIVATE LIMITED Appellant(s)

VERSUS

BALAJI SECURITY SERVICES PVT. LTD. & ORS. Respondent(s)

**WITH
CIVIL APPEAL NO. 14509 /2025
[@ SLP(C) No. 6480/2024]**

O R D E R

Leave granted.

The application for change of name of petitioner/appellant in SLP (C) No. 5545/2024 is allowed.

The application for change of name of the Respondent No.2 in SLP (C) No. 6480/2024 is allowed.

Aggrieved by the impugned order passed by the High Court in setting aside the tender allotted in favour of the appellant-RB Associates (hereinafter referred to as the 'appellant'), while virtually striking down the tender conditions without due

challenge having been made to it, the present appeals have been filed by the appellant and the Madhya Pradesh State Agricultural Marketing Board (hereinafter referred to as the 'tendering authority').

The tendering authority issued notice inviting tender on 06.09.2023 seeking to procure human resources for Mandi Board Headquarters, Zonal Office, Zonal Technical Office and Mandi Committees. The estimated value of the tender was INR 167,20,87,680/- The period of tender was for three years. The tender document was made available online immediately thereafter.

A pre-bid meeting took place on 18.09.2023. 17 prospective bidders, including the appellant and respondent No.1 - Balaji Security Services (hereinafter referred to as the 'respondent No.1'), took part in the same. In the said meeting, the respondent No.1 did not raise any objection with respect to any clause forming part of the tender document. This includes the interpretation of clause 37.3 of the tender document, over which an objection was raised by one of the bidders, which was duly considered and rejected.

There was a corrigendum issued on 25.09.2023, requiring all the participants to respond to the objections and suggestions raised by other bidders.

A declaration was also sought for on 29.09.2023 to the effect that the bidders have willingly decided not to raise any clarifications in the future, and thereby agreed to abide by the terms and conditions of the tender document. The respondent No.1 is also one of the said bidders who has given an undertaking that the tender document is binding upon them and that the terms and conditions of the tender document are unconditionally and clearly accepted by them.

The appellant before us was declared an L1 bidder, while the respondent No.1 was declared an L4 bidder.

Clause 39 of the tender document deals with the procedure to be adopted in the case of a tie. Having found that the appellant was an L-1 bidder, the contract was duly awarded to him. This was put under challenge, by the respondent No.1, *inter alia* contending that any allotment can, at best, be made only with respect to one of the three groups and Clause 39 of the tender document, which provides for a procedure in the event of any tie, is arbitrary.

A challenge was also made to Clause 3.3.3, which is the evaluation process clause, with specific reference to Serial No.4 therein, which awards marks based upon the number of departments of the State of Madhya Pradesh in which manpower was being deployed at the relevant point of time by the tenderer. A

challenge was further made with respect to taking into consideration manpower deployments in the calendar year, instead of the financial year, as was done for the earlier tender in the year 2020, which was specifically cancelled.

Interpreting the above said provisions of the tender document, the High Court was pleased to hold that the tender had been arbitrarily awarded to the appellant. According to the High Court, there existed a *malice in law*, as conditions of the tender document had been tweaked to favour the appellant. Thus, by declaring the conditions which non-suited the respondent No.1 as arbitrary, the awarding of the contract to the appellant was set aside by asking the tendering authority to re-do the exercise afresh. In the process, condition of the tender document, by which the respondent No.1 was non-suited, was sought to be removed.

We have heard the learned Senior counsel appearing for the parties.

The jurisdiction of the High Court, while exercising Article 226 of the Constitution, which is even otherwise discretionary and extraordinary in nature, is rather limited when it comes to an issue pertaining to a tender. In our considered view, we do not find any arbitrariness involved in the process undertaken. The law is also quite settled that the

person, who has willingly participated in the tender process by accepting the conditions therein, cannot turn around and then question it in a different form. To establish *malice in law*, there has to be specific pleadings to that effect. The requirement to prove the same is rather substantial. We would only state that the grievance of respondent No.1 has only emanated pursuant to his rejection, being declared the L-4 bidder and, consequently, the grant of the award of contract to the appellant.

Certainly, the doctrines of estoppel and acquiescence would come into play in the instant case. To put it differently, had the respondent No.1 been awarded the tender, he would not have approached the High Court as there was no need for doing so. In such an eventuality, the question of *malice in law* and other conditions being arbitrary would not arise. As stated, there was no specific challenge by the respondent No.1 to the conditions imposed.

Therefore, looking from any perspective, we are not inclined to uphold the order of the High Court, which has wrongly invoked its jurisdiction under Article 226 of the Constitution of India, by acting like an appellate authority. Needless to state that the requisite requirement and the need sought to be fulfilled through the tender are all in the realm of the tendering authority.

The respondent No.1, who is otherwise on the same footing as that of the appellant, cannot take umbrage under the provision of the tender document contained under Clause 37.3, which in our considered view, has been raised only for the purpose of setting aside the tender awarded in favor of the appellant, particularly, when the respondent No.1 was already well aware of it at the earliest point of time and consciously chose not to object to the aforesaid clause.

For the reasons aforesaid, we have absolutely no hesitation to set aside the impugned order passed by the High Court, and accordingly, the same stands set aside. Consequently, the award of contract made in favour of the appellant stands restored.

The appeals stand allowed accordingly.

Pending application(s), if any, shall stand disposed of.

.....J.
[M.M. SUNDRESH]

.....J.
[SATISH CHANDRA SHARMA]

NEW DELHI;
DECEMBER 02, 2025.

ITEM NO.10

COURT NO.5

SECTION IV-C

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 5545/2024

[Arising out of impugned final judgment and order dated 06-02-2024 in WP No. 26434/2023 passed by the High Court of Madhya Pradesh at Indore]

M/S RB ASSOCIATES A PARTNERSHIP FIRM

Petitioner(s)

VERSUS

BALAJI SECURITY SERVICES PVT. LTD. & ORS.

Respondent(s)

IA NO.232116/2025-APPLICATION FOR CHANGE OF NAME OF THE PETITIONER

IA No. 117447/2025 - EXEMPTION FROM FILING O.T.

WITH

SLP(C) No. 6480/2024 (IV-C)

IA NO.250302/2025-Application for permission to change the Name of the Respondent No.2

Date : 02-12-2025 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE M.M. SUNDRESH

HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA

For Petitioner(s) Mr. Saurabh Mishra, Sr. Adv.
Mr. Sunny Choudhary, AOR
Mr. Sandeep Sharma, Adv.

Mr. Shyam Divan, Sr. Adv.
Ms. Pragati Neekhara, AOR
Mr. Mayank, Adv.
Mr. Aniket Patel, Adv.
Mr. Peeyush Katara, Adv.

For Respondent(s) Mr. Jayant Mehta, Sr. Adv.
Mr. Harsh Parashar, AOR
Mr. Piyush Parashar, Adv.
Mr. Om Chelat, Adv.
Ms. Kanu Garg, Adv.

Mr. Abhimanyu Singh Ga, Adv.
Mr. Yashraj Singh Bundela, AOR
Mrs. Pratima Singh, Adv.
Mr. Arpit Garg, Adv.

Mr. S Nagamuthu, Sr. Adv.
Ms. Pragati Neekhara, AOR
Mr. Mayank, Adv.
Mr. Aniket Patel, Adv.
Mr. Peeyush Katara, Adv.

Mr. Sunny Choudhary, AOR

UPON hearing the counsel the Court made the following
O R D E R

Leave granted.

The appeals stand allowed in terms of the signed
order.

Pending application(s), if any, shall stand
disposed of.

(ASHA SUNDRIYAL)
DEPUTY REGISTRAR

(POONAM VAID)
ASSISTANT REGISTRAR

[Signed order is placed on the file]