



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 9<sup>TH</sup> DAY OF DECEMBER, 2025**

**BEFORE**

**THE HON'BLE MR. JUSTICE E.S.INDIRESH**

**WRIT PETITION NO. 25668 OF 2025 (GM-TEN)**

**C/W**

**WRIT PETITION NO. 22904 OF 2025 (GM-TEN)**

**WRIT PETITION NO. 31906 OF 2025 (GM-TEN)**

**IN WP No. 25668/2025**

**BETWEEN:**

M/S. MP24 CONSTRUCTION COMPANY  
(LEAD MEMBER OF CONSORTITUM WITH  
RAMALINGAM CONSTRUCTION COMPANY PVT. LTD)  
A PROPRIETORY CONCERN  
HAVING ITS HEAD OFFICE AT  
NO.95 , HADENAHALLI VILLAGE  
SHRAVANABELAGOLA ROAD  
BARALU POST  
CHANNARAYAPATNA TALUK  
HASSAN DISTRICT.  
BRANCH OFFICE:  
B2, 1201, BRAHMAGIRI  
MALAGALA BDA FLATS PHASE 2  
5<sup>TH</sup> NORTH CROSS ROAD  
BENGALURU - 560 072  
REPRESENTED BY ITS PROPRIETOR.

.... PETITIONER

(BY SRI S.S. NAGANAND, SENIOR ADVOCATE FOR  
SRI. PRASHANTH MURTHY S.G., ADVOCATE)





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**WP No. 25668 of 2025**  
**C/W WP No. 22904 of 2025**  
**WP No. 31906 of 2025**

**AND:**

1. STATE OF KARNATAKA  
PUBLIC WORKS DEPARTMENT  
NO.28, VIKASA SOUDHA  
BENGALURU - 560001.  
REPRESENTED BY ITS  
PRINCIPAL SECRETARY.
2. KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
A COMPANY INCORPORATED UNDER  
THE PROVISIONS OF  
COMPANIES ACT, 1956  
HAVING ITS REGISTERED OFFICE AT  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010  
REPRESENTED BY ITS  
MANAGING DIRECTOR.
3. CHIEF ENGINEER  
KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.
4. STATE LEVEL DEBARMENT COMMITTEE  
ROOM NO.317, 3<sup>RD</sup> FLOOR  
VIKASA SOUDHA  
BENGALURU - 560 001  
REPRESENTED BY ITS CHAIRMAN.
5. BHARAT VANIJYA EASTERN PVT. LTD  
A COMPANY REGISTERED UNDER  
THE PROVISIONS OF



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THE COMPANIES ACT  
HAVING ITS REGISTERED OFFICE AT  
126, CHITTARANJAN AVENUE  
2<sup>ND</sup> FLOOR, KOLKATA - 700073  
REPRESENTED BY ITS DIRECTOR.

6. VASANT VALAPPA NAIK  
S/O VALAPPA RAMAPPA NAIK  
CHIEF ENGINEER  
KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.
7. N. SUSHELAMMA  
MANAGING DIRECTOR  
KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.

.... RESPONDENTS

(BY SRI KIRAN V. RON, AAG A/W  
SRI. MANJUNATH B. AGA FOR R1 & R4;  
SRI. S. BASAVARAJ, SENIOR ADVOCATE FOR  
SRI. VEERESH R. BUDIHAL, ADVOCATE FOR R2 & R3;  
SRI. NAMAN JHABAKH, ADVOCATE FOR R5;  
SMT. SUMANA BALIGA M., ADVOCATE FOR R6 R7)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226  
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO  
DECLARE THAT THE ACTIONS OF THE RESPONDENTS ARE  
ILLEGAL AND UNCONSTITUTIONAL; QUASH THE GOVERNMENT



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ORDER NO.PWD 203 BMS 2025 DATED 13.08.2025  
(ANNEXURE-A) ISSUED BY RESPONDENT NO.1; AND ETC.

**IN WP NO.22904/2025**

**BETWEEN:**

M/S. MP24 CONSTRUCTION COMPANY  
(LEAD MEMBER OF CONSORTITUM WITH  
RAMALINGAM CONSTRUCTION COMPANY PVT. LTD)  
A PROPRIETORY CONCERN  
HAVING ITS HEAD OFFICE AT  
NO.95 , HADENAHALLI VILLAGE  
SHRAVANABELAGOLA ROAD  
BARALU POST  
CHANNARAYAPATNA TALUK  
HASSAN DISTRICT.  
BRANCH OFFICE:  
B2, 1201, BRAHMAGIRI  
MALAGALA BDA FLATS PHASE 2  
5<sup>TH</sup> NORTH CROSS ROAD  
BENGALURU - 560 072  
REPRESENTED BY ITS PROPRIETOR.

.... PETITIONER

(BY SRI S.S. NAGANAND, SENIOR ADVOCATE FOR  
SRI. PRASHANTH MURTHY S.G., ADVOCATE)

**AND:**

1. STATE OF KARNATAKA  
PUBLIC WORKS DEPARTMENT  
NO.28, VIKASA SOUDHA  
BENGALURU - 560001.  
REPRESENTED BY ITS  
PRINCIPAL SECRETARY.
2. KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
A COMPANY INCORPORATED UNDER  
THE PROVISIONS OF



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**WP No. 31906 of 2025**

COMPANIES ACT, 1956  
HAVING ITS REGISTERED OFFICE AT  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010  
REPRESENTED BY ITS  
MANAGING DIRECTOR.

3. CHIEF ENGINEER  
KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.
4. TENDER EVALUATION COMMITTEE  
KRDCL  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.  
REPRESENTED BY ITS CHAIRMAN.
5. STATE LEVEL DEBARMENT COMMITTEE  
ROOM NO.317, 3<sup>RD</sup> FLOOR  
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6. BHARAT VANIJYA EASTERN PVT. LTD  
A COMPANY REGISTERED UNDER  
THE PROVISIONS OF  
THE COMPANIES ACT  
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126, CHITTARANJAN AVENUE  
2<sup>ND</sup> FLOOR, KOLKATA - 700073



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REPRESENTED BY ITS DIRECTOR.

7. VASANT VALAPPA NAIK  
S/O VALAPPA RAMAPPA NAIK  
CHIEF ENGINEER  
KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.
8. N. SUSHELAMMA  
MANAGING DIRECTOR  
KARNATAKA ROAD DEVELOPMENT  
CORPORATION LIMITED  
SURVEY NO.8. "SAMPARKA SOUDHA"  
BEP PREMISES  
DR. RAJKUMAR ROAD  
RAJAJINAGAR 1<sup>ST</sup> BLOCK  
BENGALURU - 560 010.

.... RESPONDENTS

(BY SRI KIRAN V. RON, AAG A/W  
SRI. MANJUNATH B. AGA FOR R1 & R5;  
SRI. VEERESH R. BUDIHAL, ADVOCATE FOR R2 TO R4;  
SRI. NAMAN JHABAKH, ADVOCATE FOR R6;  
SMT. SUMANA BALIGA M., ADVOCATE FOR R8)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226  
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO  
DECLARE THAT THE ACTIONS OF THE RESPONDENTS ARE  
ILLEGAL AND UNCONSTITUTIONAL; QUASH THE PROCEEDINGS  
DATED 19.07.2025 (ANNEXURE-A) BEARING NO.  
KRDCL/MANDYA DISTRICT/EE-3/D-V-K ROAD/2025-26/1415  
OF RESPONDENT NO.4; AND ETC.



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**IN WP NO.31906/2025**

**BETWEEN:**

M/S MP 24 CONSTRUCTION COMPANY  
(LEAD MEMBER OF CONSORTITUM WITH RAMALINGAM  
CONSTRUCTION COMPANY PVT. LTD.)  
A PROPRIETORY CONCERN,  
HAVING ITS HEAD OFFICE AT  
NO. 95, HADENAHALLI VILLAGE,  
SHRAVANABELAOAL ROAD,  
BARALU POST, CHANNARAYAATNA TALUK,  
HASSAN DISTRICT  
BRANCH OFFICE  
B2, 1201, BRAHMAGIRI,  
MALAGALA BDA FLATS, PHASE 2,  
5<sup>TH</sup> NORTH CROSS ROAD,  
BENGALURU - 560072  
REPRESENTED BY ITS PROPRIETOR.

.....PETITIONER

(By Sri. S.S. NAGANAND, SENIOR ADVOCATE FOR  
SRI. PRASHANTH MURTHY S. G.)

**AND:**

STATE OF KARNATAKA  
PUBLIC WORKS DEPARTMENT  
NO. 28, VIKASA SOUDHA,  
BENGALURU - 560 001  
REPRESENTED BY ITS  
PRINCIPAL SECRETARY.

....RESPONDENT

(BY SRI KIRAN V. RON, AAG A/W  
SRI. MANJUNATH B., AGA)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226  
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO  
RESTORE THE ACCESS OF THE KARNATAKA E-PROCUREMENT



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PORTAL TO THE PETITIONER OR TO GIVE APPROPRIATE INSTRUCTIONS TO THE E-GOVERNANCE CELL, THEREBY GIVING FULL OPERATIONAL EFFECT TO THE INTERIM ORDER DATED 25.09.2025 (ANNEXURE-A) PASSED BY THIS HON'BLE COURT IN W.P. NO.25668/2025 (GM-TEN); AND ETC.

THESE WRIT PETITIONS HAVING BEEN RESERVED FOR ORDERS, COMING FOR PRONOUNCEMENT THIS DAY, **E.S. INDIRESH J.**, MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH

**CAV ORDER**

In these writ petitions, common questions of law and facts are involved, and as such, at the consent of learned counsel appearing for the parties, the writ petitions were clubbed, heard together and disposed of by this Common order.

2. In W.P.No.25668 of 2025, the petitioner is assailing the Government Order dated 13.08.2025 (Annexure-A) passed by the respondent No.1, as illegal and unconstitutional.

3. In W.P.No.22904 of 2025, the petitioner is challenging the proceedings dated 19.07.2025 (Annexure-A) issued by the respondent No.4, *inter alia* seeks quashing of the letter dated 25.07.2025, (Annexure-T), letter dated 24.07.2025





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(Annexure-X1) and letter dated 11.08.2025 (Annexure-AF) and further seeking direction to the respondents Nos.2 and 3 to issue letter of award to the petitioner in pursuance of the Request For Proposal (Annexure-B).

4. In W.P.No.31906 of 2025, the petitioner has sought for writ of mandamus to the respondent to restore the access of the Karnataka e-Procurement Portal to the petitioner as per the interim order dated 25.09.2025 passed by this Court in W.P.No.25668 of 2025 *inter-alia* directing the respondents to enable the petitioner to participate in ongoing and forthcoming tenders published on the Karnataka Public Procurement Portal as per the interim order passed by this court in W.P.No.25668 of 2025.

**FACTS IN WP NO.25668 OF 2025:**

5. The petitioner claims to be certified contractor had completed several major public works projects. The respondent-Karnataka Road Development Corporation Ltd., (for short, 'Corporation'), invited tender in relation to development of road from Devanahalli - Vemagal - Kolar of SH-96 as per Annexure-B. The petitioner, in joint venture with one M/s.



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Ramalingam Construction Company Pvt., Ltd., (hereinafter referred to as 'RCCL') submitted its bid and was declared technically qualified by the Tender Scrutiny Committee and ranked as the lowest (L1) bidder. In the meanwhile, the respondent No.5 being a rival bidder lodged a complaint to the respondent-Corporation alleging that one of the Work Experience Certificate submitted by the petitioner in Technical Bid was forged and fabricated. The petitioner in its letter dated 19.06.2025 clarified that the said certificate issued by the Andhra Pradesh Water Resources Department, has been uploaded by its employee, without knowledge or authorization by the petitioner and as such, the petitioner lodged complaint with the jurisdictional Police and thereby, F.I.R. has been registered against their employee for having uploaded the fabricated certificate. The said aspect was communicated to the respondent-Corporation as per Annexure-D. Thereafter, the respondent No.2 by letter dated 25.07.2025, addressed to the respondent No.1, recommending for disqualification of the petitioner in the Tender process and decided to award contract in favour of the respondent No.5 i.e., L2 Bidder. The respondent No.2 sought for clarification with regard to circulars



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dated 11.05.2022 and 16.01.2025 as to awarding the contract in favour of the respondent No.5-L2 Bidder as per Annexure-F. It is also stated that the Circular dated 03.12.2002 (Annexure-G) was in force as to decide on awarding work order. It is the case of the petitioner that the allegation made against the petitioner was referred to the State Level Debarment Committee (respondent No.4) and therefore, the petitioner filed WP No.22904 of 2025 before this Court, alleging bias and favoritism by the respondent-Authorities in favour of the respondent No.5-L2 Bidder. The petitioner had produced the complaint and F.I.R. made against the respondent No.5 as alleged by Sri. Venkatesha Bhushan and another complaint filed by one Girish, Advocate. It is also the case of the petitioner that respondent No.5 submitted a fabricated work done certificate dated 14.08.2024 issued by National Highways Authority of India and same was made known to the respondents as per e-mail dated 10.06.2025 (Annexure-H and H1). It is further stated in the writ petition that, the respondent No.4 had issued notices dated 24.07.2025, 08.08.2025 and 12.08.2025 to the petitioner for their appearance before State Level Debarment Committee and as



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such, the petitioner has sought for time to respond effectively. It is further stated in the writ petition that the respondent-Corporation had communicated through e-mail to the petitioner on 12.08.2025 as to cancel the petitioner's bid and sought to forfeit its Earnest Money Deposit. It is further stated in the writ petition that, the respondent No.1 by order dated 13.08.2025 accepted the recommendation made by respondent No.4-Committee and as such, debarred the petitioner from participating in all public works in the State of Karnataka for a period of three years. In this regard, the petitioner has filed W.P.No.22904 of 2025 and this Court, granted an interim order as per Annexure-J. It is further stated in the writ petition that the respondents have lodged a complaint against the petitioner before the Subramanya Police Station in Crime No.106 of 2025 for the offences punishable under Sections 318(4), 336(2), 336(3), 340(2) of Bharatiya Nyaya Sanhita, 2023 (Annexure-K1). It is the case of the petitioner that, the respondent - authorities have illegally blacklisted the petitioner and same has been published in the Government Gazette as per Annexure-L. It is the grievance of the petitioner that the impugned order passed by the respondent-authorities is



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without providing fair opportunity to the petitioner. Hence, the petitioner has filed W.P.No.25668 of 2025.

**FACTS IN W.P.No.22904 of 2025:**

6. The petitioner has sought for quashing the proceedings dated 19.07.2025 (Annexure-A) issued by the respondent-Corporation, letter dated 25.07.2025 (Annexure-T), letter dated 24.07.2025 (Annexure-X1), letter dated 11.08.2025 (Annexure-AF), *inter-alia*, sought for direction to the respondent -Corporation to issue the letter of award, in pursuance of the Request For Proposal (for short 'RFP') and to direct the respondents, to refund an amount of Rs.7,63,00,000/- to the petitioner.

7. It is the case of the petitioner that, the petitioner, an ISO-certified contractor, had successfully completed several projects of the PWD and other State departments. Respondent Nos.2 and 3 floated a tender (RFP dated 25.02.2025, Annexure-B) for construction of the Devanahalli-Vemagal-Kolar road. The last date for submission of bid document was on 16.04.2025. It is further stated that, respondent No.5 is a body constituted under Rule 26B of the Karnataka



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Transparency in Public Procurements Rules, 2000 (for short, 'KTPP Rules'), for the purpose of recommending for debarring a bidder or a contractor. The respondent No.6 is one of the bidders along with the petitioner.

8. It is further averred in the writ petition that, the respondent-Corporation had issued addendum on 07.04.2025, instructing the bidders to submit the document physically in the office of the respondent No.3 and same is contrary to the provisions of Karnataka Transparency in Public Procurements Act, 1999 (For short, 'KTPP Act') and KTPP Rules. It is stated that, the petitioner had participated in the pre-bidding meeting on 19.03.2025 and therefore, filing of the physical copy of the bid is not required. It is also stated that Technical Bid was opened on 19.04.2025 and the Financial Bid on 16.05.2025. It is stated at paragraph 10 of the writ petition that, there were four bidders and the petitioner was found to be technically qualified and was declared as L1-Bidder. It is further stated that, the bid document submitted by the petitioner was discussed by the respondent No.4- Committee before opening the Financial Bid. It is further stated that the petitioner had joined with RCCL and form a consortium and as such,



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participated in the tender process. Copy of the Joint Bidding Agreement dated 11.04.2025 is produced at Annexure-G. It is further case of the petitioner that, one of the employees of the petitioner, namely, Mr. Amarappa B. Nagurmeti, had obtained a work done certificate in relation to HNSS Main Canal at Kadari, Anantapuram District, issued by Andhra Pradesh Water Resources Department produced at Annexure-H and same was illegally uploaded by the said employee without the knowledge and consent of the petitioner - Management. The petitioner came to know about the same only through the respondent No.3 vide letter dated 12.06.2025 (Annexure-J) and authenticity of the said document is questioned in the writ petition. Thereafter, the petitioner addressed letter dated 18.06.2025 (Annexure-K) to the respondent-Corporation, expressed its inability to attend the meeting on 19.06.2025 as called for by the respondent - Corporation vide letter dated 12.06.2025 (Annexure-J), on the ground of health issue. Thereafter, the petitioner has addressed letter dated 19.06.2025 to the respondent-Corporation stating that, the petitioner's technical capacity exceeds the required threshold of Rs.762.86 Crores with its total capacity of 776.05 Crores and



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accordingly, requested for issuance of letter of award as per Annexure-L Series. In the meanwhile, the petitioner conducted internal investigation about the allegation of uploading fake certificate said to have been issued by Andhra Pradesh Water Resources Department, by its employee and as such lodged complaint before the jurisdictional police and accordingly, FIR was registered as per Annexure-M. Thereafter, the petitioner addressed a detailed reply by letter dated 30.06.2025 (Annexure-N) stating that the procurement of the impugned certificate said to have been uploaded by its employee, was without the knowledge of the Management of the petitioner and as such, clarified that the mistake committed by one of its employees should not be considered as a fraudulent act on the part of the petitioner. Thereafter, the respondent - Corporation addressed letter dated 11.07.2025 (Annexure-P), directing the petitioner to attend the meeting on 16.07.2025. In response to the same, the petitioner replied as per letter dated 16.07.2025 (Annexure-Q). In the meeting dated 16.07.2025, the representative of the petitioner sought for a copy of the clarification received by the Income Tax Department from the respondent No.3, however, same was declined by the





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respondent - Corporation. It is further stated that, the petitioner had received a letter dated 22.05.2025 (Annexure-S) from the member of the consortium- RCCL, as to disassociate from the consortium. On 23.07.2025, the petitioner received the proceedings of the meeting of the Technical Evaluation Committee held on 18.06.2025 (Annexure-A) from the respondent No.3, wherein, the Committee had recommended to take action against the petitioner on the ground of fraudulently participated in the tender process and further to submit a letter to the State Government to place the subject in the State Level Committee. Subsequently, the respondent - Corporation addressed letter dated 25.07.2025 (Annexure-T) to the respondent No.1 by referring to letter dated 24.07.2025 addressed by the Chairman of the respondent-Corporation, regarding Circulars dated 11.05.2022 and 16.01.2025, seeking clarification. The petitioner alleges that the respondent-Corporation has deliberately recommended the matter to the State Level Committee to enable work order be awarded to respondent No. 6, despite the existence of complaints and a CBI-registered FIR against respondent No.6 concerning large-scale irregularities. It is pleaded that the respondent Nos.1 and



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2 are attempting to award the contract to the respondent No.6. It is further stated in the writ petition that, the petitioner had received e-mails from the respondent - Authorities as per Annexure-X and X1, calling upon the petitioner to attend the hearing before the respondent No.5 on 01.08.2025. The petitioner has also produced e-mail dated 31.07.2025, (Annexure-Z), wherein, the proprietor of the petitioner has sought for postponement of the meeting. Thereafter, the petitioner had received another notice dated 05.08.2025 (Annexure-AA) calling upon the petitioner to attend the meeting on 08.08.2025. It is stated in the writ petition that, the representatives of the petitioner had waited for 45 minutes on 08.08.2025 and thereafter, received calls from Additional Secretary of respondent No.1 that the meeting has been cancelled. It is further stated that the petitioner had requested the respondent No.1 to fix a date after 15.08.2025 as per e-mail dated 08.08.2025 (Annexure-AB). However, the respondent-State has fixed meeting on 12.08.2025 as per the letter dated 11.08.2025 (Annexure-AC). Again, the petitioner has addressed e-mail dated 12.08.2025 and letter dated 11.08.2025 as per Annexure-AE and AF respectively, seeking



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re-schedule of the meeting after 15.08.2025, however, the respondent - Corporation, without considering the time sought for by the petitioner, issued the impugned letter dated 11.08.2025 (Annexure-AF) and being aggrieved by the same, petitioner has presented W.P.No.22904 of 2025.

**FACTS IN W.P.No.31906 of 2025:**

9. In this writ petition, the petitioner has sought for writ of mandamus against the respondent authority to restore the access of the Karnataka e-Procurement Portal to the petitioner in terms of the interim order dated 25.09.2025 (Annexure-A) in W.P.No.25668 of 2025.

10. It is the case of the petitioner that, the petitioner has challenged the order of blacklisting passed by the respondent-State in W.P.No.22904 of 2025 and W.P.No.25668 of 2025 before this Court in respect of the tender issued by the respondent- Karnataka Road Development Corporation Ltd (for short 'Corporation') in the above writ petitions for improvement and construction of State Highway-96 between Devanahalli-Vemagal-Kolar under the Hybrid Annuity Mode. It is further stated that, the award of tender is likely to be given to L2-rival



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bidder (respondent No. 6 in W. P. No.22904 of 2025) in which, the petitioner also participated in the tender process and declared as L1-bidder. This court, vide order dated 25.09.2025, issued notice and granted interim order of stay and same is continued. In the meanwhile, notwithstanding, the subsistence of the interim order of this court, the respondent-State has deliberately restrained the petitioner to access to the Karnataka e-Procurement portal. It is further stated that, the petitioner has addressed reminders and follow up communication, with regard to unblock the e-Procurement Portal, however, the petitioner is not able to access with the portal, hence, the petitioner has filed W.P.No.31906 of 2025.

11. In the meanwhile, the respondent-State has challenged the interim order dated 25.09.2025, passed in W.P.No.25668 of 2025 in W.A.No.1729 of 2025, and the Division Bench of this Court, by order dated 03.11.2025 dispose of the appeal as the matter is pending consideration before this Court.

12. I have heard Sri. S.S. Naganand, learned Senior Counsel appearing on behalf of learned counsel Sri. Prashanth



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Murthy S.G., for the petitioner-M/s. MP24 Construction Company; Sri. Kiran V. Ron, learned Additional Advocate General along with Sri. Manjunath B., learned Additional Government Advocate for the respondent-State; Sri. S. Basavaraj, learned Senior Counsel on behalf of Sri. Veeresh R. Budihal, learned counsel appearing for the respondent-Karnataka Road Development Corporation Ltd.; Sri. Naman Jhabakh, learned counsel appearing for the respondent-Bharat Vanijya Eastern Pvt Ltd.; Smt. Sumana Baliga M., learned counsel appearing for private respondents;

**ARGUMENTS OF THE PETITIONER:**

13. Sri. S. S. Naganand, learned Senior Counsel appearing for the petitioner contended that, the entire action of the respondent-authorities, to blacklist and debar the petitioner is to facilitate the respondent-Bharat Vanijya Eastern Pvt Ltd., to be successful bidder in the tender. In this connection, learned Senior Counsel, refers to following instances:



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- a) Issuing of addendum dated 07.04.2025 (Annexure-C in W.P.No.22904 of 2025), calling upon the bidders for physical submission of bids;
- b) Initiating the enquiry, after declaring the petitioner as technically qualified and L1 bidder, and;
- c) Despite the petitioner furnishing valid explanation regarding the alleged uploading of fake document by its employee and further, the respondents continued to find fresh grounds to disqualify the petitioner from the tender process.

14. It is further contended by the learned Senior Counsel for the petitioner that, as per Section 2.2.2(A) and 3.4 of Tender document provides for eligibility criteria and in this regard, the work done certificate of the petitioner, accumulates to a total of financial capacity of Rs.776.05 Crores as against Rs.762.86 Crores as per threshold technical capability. It is the contention of the learned Senior Counsel that, even if, the impugned certificate has not been submitted or considered by the respondent-corporation, the petitioner would have been eligible for award of contract. It is further submitted that the



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respondent-corporation have alleged discrepancies in the petitioner's net worth as certified by its Chartered Accountant *vis-à-vis* information obtained from the Income Tax Department. However, this issue was first raised in the meeting dated 14.07.2025 without any prior notice to the petitioner for discussion in detail. It is further contended by the learned Senior Counsel for the petitioner that, the Tender Inviting Authority may act only if fraud or corrupt practices are established, as defined under Section 4 of the RFP- tender document (Annexure-B in W.P.No.25668 of 2025) and therefore, the finding recorded while recommending at Annexure-A, is devoid of jurisdiction and liable to be quashed. The respondent-authorities have failed to consider the distinction between fraud and mistake, where mistake refers to an error or misunderstanding which is bonafide in nature, whereas a fraudulent act, involves intentional deception. In this regard, learned Senior Counsel contended that, the petitioner had no such intention to approve the impugned certificate as the same was uploaded by its employee, a mistake without the petitioner's knowledge and therefore, the said aspect of the matter was not properly appreciated by the respondent-



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authorities. It is further contended that, the respondents are making all possible efforts to award contract to respondent-rival bidder, by disqualifying the petitioner and same is evident from the letter dated 19.07.2025 issued by the respondent-Corporation.

15. Sri. S. S. Naganand, learned Senior Counsel, further, submitted that, although the petitioner repeatedly sought for fair hearing pursuant to the notices issued therein, the respondent-authorities hurriedly passed the impugned order removing the petitioner from consideration. In this regard, it is argued that, respondent-Tender Evaluation Committee placing the case of the petitioner before the State Level Debarment Committee to blacklist the petitioner from any project in the State of Karnataka is wholly without jurisdiction. It is further argued that, though various allegations have been made against respondent-Bharat Vanijya Eastern Pvt Ltd., as to the CBI investigation, the respondent-authorities are favouring towards, said respondent-Bharat Vanijya Eastern Pvt Ltd., and therefore, contended that the respondent-authorities are acting contrary to the settled principle of law. It is further argued that, by referring to the letter dated 24.07.2025 addressed by the





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Chairman of the respondent -Corporation as to clarification to follow the circular issued by the State Government or the direction issued by the Government to proceed against the petitioner and the said aspect would makes it clear that, the action of the respondent-authorities requires interference by this Court.

16. It is further contended by the learned Senior Counsel that, the entire proceedings and allegations made against the petitioner is contrary to Section 4 of the Tender document and further, for the bonafide reasons, the petitioner had lodged Criminal complaint against its employee before the jurisdictional police, in relation to uploading the fabricated document and therefore, it is argued that the aforesaid aspect have been ignored by the respondent-authorities and accordingly, sought for interference of this Court.

17. It is further argued by the learned Senior Counsel appearing for the petitioner, that, the respondent-authorities were unreasonable towards the petitioner in not only denying fair opportunity to submit reply/personal hearing but also, acted arbitrarily against the petitioner to award contract in



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favour of respondent-Bharat Vanijya Eastern Pvt Ltd. In order to buttress his arguments, learned Senior Counsel appearing for the petitioner places reliance on the judgment of the Hon'ble Supreme Court in the case of ***Gorkha Security Services vs. Government of NCT of Delhi and others*** reported in ***AIR 2014 SC 3371*** and argued that, the Show-cause notice must contain the material grounds necessitating the action that may be taken against the petitioner and accordingly, the impugned notices issued against the petitioner lacks material on which the alleged action would be taken against the petitioner and therefore, submitted that, the notice issued by the respondent-authorities is contrary to the judgment of the Hon'ble Supreme Court in the case of ***UMC Technologies Pvt Ltd vs. Foor Corporation of India and another*** reported in ***(2021)2 SCC 551***, in the case of ***Oasis Projects Ltd vs. National Highways and Infrastructure Development Corporation Ltd.,*** reported in ***2024 SCC OnLine Delhi 2549***.

18. Sri. S. S. Naganand, learned Senior Counsel for the petitioner refers to the judgment of the Hon'ble Supreme Court in the case of ***Basudev Dutta vs. State of West Bengal and***



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**others** reported in **2024 INSC 940** and in the case of **Vetindia Pharmaceuticals Ltd vs. State of Uttar Pradesh and another** reported in **(2021) 1 SCC 804** and contended that the action of the respondent-authorities is illegal and non-est. The learned Senior Counsel further argued that, the respondent-authorities have to be extremely cautious while blacklisting the petitioner, as it will cause grave consequences and the blacklisting constitutes civil death and therefore, any order of blacklisting ought to have contain proper reasons with a detailed or elaborated circumstances and in the absence of the same, the impugned orders are liable to be quashed. To support the said contentions, learned Senior Counsel refers to the recent judgment of the Hon'ble Supreme Court in **The Blue dreamz Advertising Pvt Ltd and another vs. Kolkata Municipal Corporation and others**, reported in **2024 INSC 589** and in the case of **M/s. Techno prints vs. Chhattisgarh Textbook Corporation and another** reported in **2025 INSC 236**. Learned Senior Counsel, further, contended that, blacklisting is a disproportional penalty made against the petitioner, despite the petitioner had brought to the notice to the respondent-Corporation as to uploading fake information by



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mistake by its employee, which is bonafide in nature. In this regard, learned Senior Counsel refers to the judgment rendered by the Delhi High Court in the case of ***Aurobindo Realty and Infrastructure Pvt Ltd., vs. National Highways Authority of India*** reported in **2024 SCC OnLine Delhi 8266**.

19. It is further argued by Sri. S. S. Naganand, learned Senior Counsel appearing for the petitioner that, the impugned order passed by the respondent-State, blacklisting and debarring the petitioner is contrary to Section 14-A(2) of KTPP Act. It is argued that, the respondent-authorities has to issue proper show-cause notice under Section 14-B(2) of KTPP Act, before concluding the debarment proceedings. Learned Senior Counsel further contended that, Rule 26B of the KTPP Rules, provides for different mechanism and as such the respondent-State Level Debarment Committee is only a recommendary body under Rule 26B of the KTPP Rules and therefore, it is submitted that, the impugned order is ultra-virus of the KTPP Act and KTPP Rules.

20. It is further argued that the impugned order passed by the respondent-Government is without any basis and no



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cogent reasons have been assigned and therefore, sought for interference of this Court. Emphasising on the averments made in the impugned order, it is argued by Sri. S. S. Naganand, learned Senior Counsel that, sequence of events in the impugned notice shows pre-determination by the respondent-Government to disqualify the petitioner with ulterior motive and therefore, sought for interference of this court on the ground that, the impugned order has been passed by the respondent-Government by exercising colorable exercise of power.

21. It is also argued by Sri. S. S. Naganand that the digital signature certificate does not require OTP and mobile verification and document which are in fake were uploaded by the employee of the petitioner without knowledge of the petitioner-management and the said aspect has been ignored by the respondent-Corporation. The entire, impugned order is based on the malafide act and is a abuse of power by the respondent-authorities. It is argued that the status of the petitioner is L1 in the tender process as the petitioner was technically qualified and in this regard, the entire document produced by the petitioner has been accepted by the



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respondent-Corporation and therefore, sought for setting aside the impugned orders.

22. It is also contended by Sri. S. S. Naganand, learned Senior Counsel that the petitioner cannot be blacklisted based on non-essential document and in this regard, he referred to the judgment of the Hon'ble Supreme Court in the case of ***Banshidhar Constructions Pvt Ltd vs. Bharat Coking Coal Ltd and others*** reported in **(2024) 10 SCC 273**. It is further argued that, an order must be passed by an authority which conducted the enquiry and in the present case as no enquiry was conducted by the respondent-State and in view of the judgment of the Hon'ble Supreme Court in the case of ***Gullapalli Nageswara Rao and others vs. Andhra Pradesh State Road Transport Corporation and another*** reported in ***AIR 1959 SC 308***, the entire procedure adopted by the respondent-authorities is contrary to law and as such, sought for quashing of the impugned order passed by the respondent-authorities.

23. Nextly, Sri. S. S. Naganand, learned Senior Counsel while urging the principle of *non-est factum*, that, the action of



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uploading the fake document is not by the petitioner but by its employee and in this regard, he refers to the judgment of the Hon'ble Supreme Court in the case of ***Ramathal and others vs. K Rajamani (dead) through LRs and another*** reported in **2023 SCC onLine SC 1022**. Having urged the aforementioned grounds, the learned Senior Counsel for the petitioner argued that, as the respondent-Government has not complied with the interim order passed by this Court, and therefore, respondent-authorities cannot be heard in the matter and further as the respondent-authorities have disobeyed the order passed by this court by not opening e-Procurement Portal in favour of the petitioner to allow them to participate in the tender process of the different Departments in the State Government and accordingly, sought for setting aside the impugned order of blacklisting and debarment order passed by the respondent-authorities.

**ARGUMENTS OF RESPONDENTS:**

24. *Per contra*, Sri. S. Basavaraj, learned Senior Counsel appearing for learned Counsel Sri. Veeresh R. Budihal, for respondent-Corporation submitted that, the petitioner is an



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unregistered proprietary concern and therefore, the petitioner is not a juristic person and has no jurisdiction to challenge the impugned order passed by the respondent-authorities. It is argued that, the petitioner has uploaded the fabricated document at the time of participating in the tender, holding itself, to be a eligible on the strength of fabricated document and same was clarified with the competent department of State of Andra Pradesh by the respondent-corporation as to geniuses as to issuance of such certificate or not and therefore, it is contended that, the petitioner being uploaded the bogus/fabricated document is not entitled for equitable relief under Article 226 of Constitution of India. It is further argued by the learned Senior Counsel that, the petitioner being a member of consortium with another company, i.e. RCCL-petitioner in W.P.No.24912 of 2025 participated in the proceedings and the said member of the consortium i.e. RCCL had terminated its relationship with the petitioner much before the opening of the technical bid and the said information was suppressed by the petitioner with the respondent-corporation and therefore, the writ petition itself is not maintainable. It is further argued that as the Memorandum of Understanding





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dated 02.04.2025, Power of Attorney dated 07.04.2025 and Joint Bidding Agreement dated 11.04.2025, entered into between the petitioner with its consortium partner-RCCL, has been terminated as per the email dated 16.04.2025 sent by RCCL to the petitioner, withdrawal from the consortium (as per Annexure-R14 in statement of objection filed by respondent-Corporation in W.P.No.22904 of 2025) and therefore, the petitioner has no legal right to participate in the tender process and therefore, sought for dismissal of the petitions on the sole ground that the Technical Bid was opened on 19.04.2025, and while opening the Technical Bid the petitioner has not whispered about the termination of its relationship with RCCL, from the consortium and therefore, these writ petitions itself are not maintainable.

25. It is further argued by the learned Senior Counsel by referring to the legal notice dated 16.04.2025 issued by RCCL to the petitioner, revoking the Power of Attorney, Joint Bidding Agreement and Memorandum of Understanding by e-mail, at 2.37 pm, on 16.04.2025, just before the close of bidding, directing the petitioner to not to participate in the tender



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process as a consortium and therefore, it is argued that the writ petitions do not survive for consideration.

26. Learned Senior Counsel by inviting the attention of the Court to the letter dated 28.05.2025 addressed by Water Resources Department, Government of Andra Pradesh to respondent-Corporation, wherein, it is clearly stated that the certificate enclosed by the petitioner is purely bogus and forged and not genuine and therefore, it is pleaded that the writ petitions do not survive for consideration. It is argued by the learned Senior Counsel that, as the writ petitions being a abuse of process of this Court, and vitiates by false assertion and misrepresentation and accordingly, sought for dismissal of the writ petitions. In this regard, learned Senior Counsel appearing for the respondent-Corporation contended that, under identical circumstances in the petition before the High Court of Delhi, in the case of ***CCS Computers Private Ltd., vs. New Delhi Municipal Council and Another*** reported in ***2025 SCC OnLine Del 5354***, the writ court decline to interfere with the relief sought for by the petitioner therein, and accordingly, sought for dismissal of the writ petitions.



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27. Sri. Naman Jhabakh, learned counsel appearing for the respondent-Bharat Vanijya Eastern Pvt Ltd, argued that, on 16.04.2025, all the interested parties had participated in the bidding process by submitting their tenders. The respondent-Bharat Vanijya Eastern Pvt Ltd., by letter dated 17.04.2025, addressed to respondent-Corporation, requesting the respondent-Corporation not to consider the certificate submitted by them in respect of the four laning of NH39 (Old NH 75) in the State of Jharkand on Hybrid Annuity Mode and is not required under the RFP-Tender document of respondent-Corporation, and further the said letter was addressed to the respondent-corporation much before the opening of technical bid and as such, respondent-Corporation and evaluation committee has not considered the same. It is further argued by the learned Counsel, that, the allegation made against the respondent-Bharat Vanijya Eastern Pvt Ltd., by one Venkatesh Bhushan, Advocate, is fake, as no such person is existing and therefore, sought for dismissal of the writ petitions.

28. It is further argued by the learned counsel appearing for the respondent-Bharat Vanijya Eastern Pvt Ltd., that the petitioner has uploaded the fake document and same



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has been verified and proved by the Tendering Authority - respondent-Corporation as fake document and therefore, the writ petitions do not survive for consideration. In this regard, learned counsel refers to the judgment of the Hon'ble Supreme Court in the case of ***Shrisht Dhawan (Smt) vs. M/s Shaw Brothers*** reported in ***(1992) 1 SCC 534*** and argued that, fraud vitiates even the most solemn transaction and accordingly, sought for dismissal of the writ petitions. Further, learned counsel refers to the judgment of the Hon'ble Supreme Court in the case of ***Lachhman Dass vs. Jagat Ram and others*** reported in ***(2007) 10 SCC 448*** and argued that, when the fraud is apparent on face of the record, pleadings are not necessary to be looked into and therefore, sought for dismissal of the writ petitions.

29. Sri. Kiran V. Ron, learned Additional Advocate General appearing for the respondent-State, argued that one of the employees of the petitioner had misrepresented by uploading the fake document and same was within the knowledge of the petitioner, on 16.04.2025 itself much before opening of technical bid. It is further argued by learned Additional Advocate General, by referring to Annexure-R10,



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dated 19.07.2025, (filed by the respondent-Corporation) in W.P.No.25668 of 2025, and argued that the recommendation made by the State Level Debarment Committee has been accepted as the petitioner himself admits in the writ petition as to uploading the fake document and therefore, the writ petitions requires to be dismissed in limine. Referring to Rule 26B of the KTPP Rules, it is contended by the learned Additional Advocate General that, debarment of the petitioner is required in the public interest and therefore, no interference is called for in these writ petitions. He further refers to the notices issued by the State Level Debarment Committee, seeking appearance of the petitioner as per Annexure-R3, R4 and R5 in W.P.No.25668 of 2025, wherein, the petitioner has sought time to drag the proceedings beyond the statutory period under KTPP Act and KTPP Rules and therefore, as the respondent-authorities have to pass appropriate orders, within the time frame, *inter-alia*, as per Annexure-R13 in W.P.No.25668 of 2025 wherein in the letter dated 30.06.2025, addressed by the petitioner to the respondent-Corporation admits its liability as well as uploading the fake document would suffice for taking action against the petitioner. Even if the petitioner contends



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that, the principles of natural justice has not been extended and further, opportunity of personal hearing was not extended to it, however the same is only an empty formality on account of admission made by the petitioner itself in the writ petitions as to uploading the fake document which was subsequently verified by the respondent-Corporation with the Public Works Department of State of Andra Pradesh and therefore, interference in these writ petitions is not required based on pleadings on record. Referring to the Annexure- R15 in W.P.No.25668 of 2025, particularly, paragraph at 7, wherein the proprietor of the petitioner alone, required to use the key of the portal and therefore, the petitioner cannot be permitted to vicariously put the blame on its employee and accordingly, sought for dismissal of the writ petitions.

30. While referring to paragraph at 7 in W.P.No.25668 of 2025, it is argued by the learned Additional Advocate General that, nothing has been stated in the writ petition as to how the prejudice is caused to the petitioner on account of not extending personal hearing and further as the petitioner has approached the Court with unclean hands, and as such petitioner is not entitled for equitable relief under Article 226 of



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Constitution of India. In this regard, learned Additional Advocate General, refers to the judgment of the Hon'ble Supreme Court in the case of ***Principal Chief conservator of Forest and others vs. Suresh Mathew and others*** reported in ***2025 SCC OnLine SC 933*** and argued that, correctness of the conclusion reached by the respondent-authorities, in a tender proceedings is not open to judicial review under Article 226 of Constitution of India unless arbitrariness is established against the authorities. Referring to the judgment of the Hon'ble Supreme Court in the case of ***Jagdish Mandal vs. State of Orissa and others*** reported in ***(2007) 14 SCC 517***, Sri. Kiran V. Ron, learned Additional Advocate General, representing respondent-State submitted that, as the petitioner has uploaded the fake document and same is admitted in the writ petition, and as such, the petitioner is not entitled for hearing by the respondent-authorities, and accordingly, sought for dismissal of the writ petitions.

31. In the light of the submission made by the learned counsel appearing for the parties, I have perused the records submitted by the respondent-authorities.



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32. It is forthcoming from the records that, the respondent -State has preferred W.A. No.1729 of 2025, against the interim order dated 25.09.2025 in W.P.No.25668 of 2025, and the Division Bench of this Court, at paragraph Nos 9 to 14 held as under:

*"9. Insofar as the first issue is concerned- whether the decision of the competent authority to award the contract to L2 or issue fresh tenders- is concerned, it is clear that the same would necessarily have to be subject to the orders passed in the writ petitions. This is so because the writ petitioner's tender has in effect been rejected on the ground of the complaints received and the blacklisting order, if the blacklisting order is set aside, the writ petitioner would be entitled for being considered for award of the contract. In such circumstances, the question of awarding the contract to L2 or issuing a fresh tender, need not arise.*

*10. Given the fact that the learned Single Judge has placed the matter for consideration on 05.11.2025, we do not consider it apposite to interfere with the interim arrangement, at this stage.*

*11. Insofar as the Second issue is concerned- that is, pending the writ petitioner to participate in tenders floated by M/s Cauvery Niravari Nigam Limited,- the learned Single Judge has amply clarified that the same would be subject to the outcome of the petitioner's challenge. Further, the writ petitioner would not claim any equities or any advantage of*





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*the interim order except to the extent that it removes the disability in participating in the tender on account of the blacklisting order. The rationale of issuing such directions is apparent. If the writ petitioner was to succeed in the writ petition and the blacklisting order is set aside, the writ petitioner could not be visited with any disadvantages on that account.*

*12. Undeniably, permitting the petitioner to participate in such tenders, may create some uncertainty in the finalisation of the tenders. However we do not consider it apposite to examine the said question, as the writ petition are listed by the Learned Single Judge for final hearing on 05.11.2025. Thus, the apprehension that there may be a delay at this stage, is unfounded. However, if the petitions are not disposed of and it is likely that finalisation of the tenders invited by M/s Cauvery Nigam Limited would be delayed, the appellant would have the liberty to apply afresh.*

*13. The apprehension that the decision of the writ petitions may be delayed on account of any delay by the competent authority (State Cabinet) to take a stand, is also unfounded.*

*14. As noticed above, the writ petitioner's challenge is premised on actions taken by the appellant against the writ petitioner. Thus, irrespective of whether the State Cabinet takes a decision within time or not, the same would not impede the learned Single Judge from taking up the final hearing of the writ petitions, as scheduled."*



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33. In view of the direction issued by the Division Bench of this Court in W.A.No.1729 of 2025, the writ petitions were heard together.

34. The undisputed facts are that, the respondent-Corporation has invited tender for development of road from Devanahalli-Vemagal-Kolar, as per Annexure- B to the writ petitions. The petitioner has participated in the tender as a consortium along with another member-RCCL.

35. Perusal of the tender document would indicate that, the last date for submission of tender/bid was on 16.04.2025. Opening of the Technical Bid on 19.04.2025. After declaration of the eligible/qualified bidder, Financial Bid would be open on 16.05.2025 and the list of event description of schedule of bidding process is reflected at Section 1.3 of the tender document-Request For Proposal (RFP). It is the case of the petitioner that, the respondent-authorities have issued the impugned order dated 13.08.2025, blacklisting the petitioner and debarring the petitioner from all works in the State of Karnataka for three years and same was uploaded in e-Procurement Portal of the State Gazette without following the



principles of natural justice and entire action of the respondent-authorities is bad in law. In the backdrop of the arguments advanced by the learned counsel appearing for the parties, the following points arises for consideration:

- i) Whether the petitioner has made out a case for interference in these writ petitions ?
- ii) Whether the petitioner is justified in stating that the principles of natural justice is being curtailed by the respondent-authorities ?
- iii) Whether the impugned order dated 13.08.2025 is arbitrary and requires to be interfered with under Article 226 of Constitution of India ?

36. In order to answer the aforementioned points, the terms and conditions stipulated at Tender document, plays vital role to assess the credibility of the petitioner in the tender process. Perusal of Section 1.2.1 of Tender document indicate that, the respondent- Corporation adopted a single stage two envelope process for selection of the bidder for award of the project. The intending bidders shall pay non-refundable sum



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of Rs.10,00,000/- as the bid document fee to the respondent - Corporation. Eligible and qualified bidder will be first examined based on the details submitted under first envelope (Technical bid) with respect to their eligibility and qualifications criteria as per the bid document. The second envelope (Financial Bid) shall be opened only of those bidders who were declared eligible and qualified in the Technical Bid. The Schedule of Bidding Process is provided under Section 1.3 of the tender document. It is also to be noted that, provision has been made for bidding individually as well as through consortium. In order to understand the terms and conditions of the Tender document, as to assess the credibility and fairness in the procedure in the tender process, some of the terms and conditions are relevant and are hereby extracted for the purpose of easy reference for adjudication of the writ petitions. Section 2.1.9, which reads as under:

*"In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Appendix - VI. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix V shall be submitted by the Bidder."*



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37. Section 2.1.15(f) provides that members of a consortium shall form an appropriate special purpose vehicle to execute the project, if work order is awarded to the consortium. Section 2.1.15(g) provides for members of the consortium shall enter into a binding Joint Bidding Agreement as per appendix-V to the bidding document and same shall be submitted to the respondent - Corporation. Section 2.2.1(a)&(b) provides as follows:

*"2.2.1 For determining the eligibility of the Bidder the following shall apply:*

*(a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.*

*(b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15."*

*(underlined by me)*



38. Section 2.6.2 provides as follows:

*"The Authority reserves the right to reject any Bid and appropriate the Bid Security if:*

*(a) at any time, a material misrepresentation is made or uncovered, or*

*(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.*

*Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.*

*(emphasis supplied)*

39. Section 4.1 of the Tender documents provides for disqualification of the tenderer, if misrepresentation or fraud is committed by not only the applicant/ tenderer but also their employees.

40. Perusal of the aforementioned provisions make it clear that, if a bidder is a consortium and indulged in



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misrepresentation, shall lead to disqualification of the bidder. Consortium in true sense, means each member of the consortium, irrespective of their active / non active / limited / lead bidder / advisory or any of incidental nature of participation in the tender process would suffer penalty of disqualification, being a member of the consortium. Section 2.11.2 of the tender document provides for furnishing the original document to the respondent - Corporation by the bidder including all the members of the consortium and Section 2.11.5 provides for unconditional debarment in case of failure to comply with Section 2.11.2. Section 3.2.1(e) provides for test of responsiveness in which, the Lead Member of Consortium shall file the Power of Attorney and the Joint Bidding Agreement as per Section 2.1.9. Section 4.1 of the tender document provides for disqualification of the bidder in case of indulging in 'fraud' and 'corrupt practices'. The aforementioned document being accepted by the consortium consisting of the petitioner and RCCL as one unit, must face all consequences together in the event of any action by them which is contrary to the tender document. To elaborate in detail, the consortium member-RCCL, came to know about the



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uploading of fabricated document by the petitioner and as such, immediately, sent e-mail dated 16.04.2025, admittedly, to the petitioner, however, the said e-mail was not marked or sent to the respondent- Corporation for the reasons best known to the RCCL and on the other hand, the petitioner did not disclose to the said fact to the respondent-Corporation as the Technical Bid opened on 19.04.2025 and Financial bid on 16.05.2025. It is forthcoming from the letter dated 22.05.2025, wherein, the RCCL had informed the respondent-Corporation with regard to withdrawal of Joint Bidding Agreement and the Power of Attorney belatedly from the petitioner, of course, after a period of one month and as such, RCCL requested the respondent - Corporation to reject the tender. If at all the petitioner was more cautious about its stand in making allegation against its employee as to uploading fake certificate, nothing prevented the petitioner or RCCL to inform the respondent - Corporation on the very same day i.e., on 16.04.2025 as the Technical Bid was opened on 19.04.2025 and in this regard, the conduct of the petitioner and RCCL has to be deprecated. It is also to be noted that, the date of submission of tender/bid through online was 16.04.2025. The Technical Bid was opened on 19.04.2025





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as per Section 1.3 of the tender document, and if at all the petitioner had notified to the respondent - Corporation about the fraudulent act on the part of petitioner's employee at the earliest as to uploading of fabricated document, the respondent - Corporation ought to have taken appropriate decision in the matter. In this regard, it is relevant to extract the letter/ e-mail dated 16.04.2025 addressed by RCCL to the petitioner which reads as under:-

*To*

*M/s MP24 CONSTRUCTION COMPANY  
No.95,Hadenahalli, Channarayapatna Shranabelagola Road,  
Hassan, Karnataka- 573135.*

*Subject: Withdrawal of our consortium/Joint venture agreement*

*TENDER ID No. KRDCL/IFB/2024-25/28 Dated:25.02.2025*

*Description works: Development of Road from Devanahalli to Kolar (from 0.00 km to km 49.284) of SH-96 (Design length 48.20km) in the state of Karnataka on PPP-DBFOMT-Hybrid Annuity Mode.*

*Respected Sir*

*We refer to the Consortium/Joint Venture Agreement entered into between our company, M/s Ramalingam Construction Company Private Limited, and M/s. MP24 Construction Company, dated 7<sup>th</sup> April 2025, for the purpose of jointly undertaking the above tender. But due to unavoidable reasons we are not ready to continue our consortium/Joint venture agreement.*



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*Hence, we requesting you to not to submit our prequalification criteria for the above tender, we request you to not to submit to the above tender along with out Prequalification documents.*

*Kindly do the needful.*

*Thanking you.*

*For Ramalingam Construction  
Company Private Limited*

*S Baskaran*

*Manager Tenders*

41. The perusal of the writ papers and the records, make it clear that, the petitioner has not approached this Court with clean hands and suppressed the true facts as to knowledge of uploading of fabricated document for a considerable period till the conclusion of the technical bid and that apart , learned Senior Counsel for the petitioner did not dispute as to receipt of the above e-mail dated 16.04.2025, and therefore, the entire act of the petitioner cannot be accepted to grant equitable relief under Article 226 of the Constitution of India.

42. It is the categorical submission of Sri. S.S.Naganand, learned Senior Counsel for the petitioner that, the impugned order of disqualification and blacklisting is non-



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est on the ground of not providing fair opportunity to the petitioner and the respondent-authorities are interested to award the contract in favour of respondent-Bharat Vanijya Eastern Pvt Ltd., illegally. In this regard, on careful consideration of the pleadings in writ petitions, would make it clear that, the petitioner being a consortium along with RCCL has uploaded, the fabricated certificate issued by State of Andra Pradesh, Water Resources Department and has violated the terms and condition of the Tender document. In view of the admission made by the petitioner, in the pleadings itself as to uploading the fake document, I am of the view that, the petitioner is not entitled for hearing in view of Section 4 of the Tender document at Annexure-B. It is also not in dispute that, the petitioner has lodged criminal action against its employee for having uploaded the fake document and therefore, the petitioner is vicariously liable for fraudulent practice indulged by its employees and therefore, there is no question of providing opportunity to the petitioner as the uploading the fake document itself is not disputed by the petitioner. In this regard, it is relevant to deduce the declaration of law by the High Court of Delhi in **CCS Computers Pvt Ltd** (supra)



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wherein paragraphs 41 to 49, 58 to 61, 64, and 70 and 71 reads as under:

*"41. Law with respect to vicarious liability of an employer for acts and omissions of the employees is no longer res integra. In Sitaram Motilal (supra), the Supreme Court restated the law laid down by Lord Denning in Ormord v. Crosville Motor Services Ltd., [1953] 2 All ER 753 that owner is not only liable for negligence of the driver, if the driver is his servant acting in the course of his employment but also where the driver is, with the owner's consent, driving the car for his own purpose. This principle was reiterated by the Supreme Court in Pushpabai Purshottam Udeshi v. Ranjit Ginning & Pressing Co. (P) Ltd., (1977) 2 SCC 745. In Sohan Lal Passi v. P. Sesh Reddy, (1996) 5 SCC 21, the Supreme Court held that the crucial test is whether the initial act of the employee was expressly authorized and lawful. If it was, then the employer shall nevertheless be responsible for the manner in which the employee acts. If the dispute revolves around the mode or manner of execution of the authority of the master by the servant, master cannot escape the liability so far as the third parties are concerned on the ground that he had not actually authorized the particular manner in which the act was done. It was also held that the accident in that case took place when the act authorized was being performed in a mode which may not be proper but nonetheless was directly connected with the course of employment and was not an independent act for a purpose which had no nexus or connection with the business of the employer so as to absolve him from the liability.*



*In Salmond's Law of Torts (Twentieth Edn.), it is stated as follows:—*

*"On the other hand it has been held that a servant who is authorised to drive a motor vehicle, and who permits an unauthorised person to drive it in his place, may yet be acting within the scope of his employment. The act of permitting another to drive may be a mode, albeit an improper one, of doing the authorised work. The master may even be responsible if the servant impliedly, and not expressly, permits an unauthorised person to drive the vehicle, as where he leaves it unattended in such a manner that it is reasonably foreseeable that the third party will attempt to drive it, at least if the driver retains notional control of the vehicle."*

*42. In Halsbury's Laws of England, Fourth Edn., Vol. 16, para 739 is held as follows:—*

*"Where the act which the employee is expressly authorised to do is lawful, the employer is nevertheless responsible for the manner in which the employee executes his authority. If, therefore, the employee does the act in such a manner as to occasion injury to a third person, the employer cannot escape liability on the ground that he did not actually authorise the particular manner in which the act was done, or even on the ground that the employee was acting on his own behalf and not on that of his employer."*

*43. I may also allude to a judgment of the Privy Council in United Africa Company Limited v. Saka Owoade, [1957] 3*



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*All ER 216, wherein it was laid down that a master is liable for his servant's fraud perpetrated in the course of master's business, whether the fraud was for master's benefit or not, if it was committed by the servant in the course of his employment.*

*44. In Punjab National Bank v. Smt. Durga Devi, 1977 SCC OnLine Del 93, Division Bench of this Court held that acts of fraud or collusion by bank officials with a view to benefit a person presenting a forged or materially altered cheque results in payment being made by the bank against such a cheque and such an act of the bank employees, being within the course of their employment, is binding on the bank at the instance of the person who is damnified by the fraud albeit the bank is free to take action against its officials. In Smt. Niranjana Kaur v. New Delhi Hotels Ltd., 1987 SCC OnLine Del 313, this Court observed that a master is not responsible for wrongful act done by his servant unless it is done in the course of employment and it is deemed to be so done if it is either: (1) a wrongful act authorized by the master; or (2) a wrongful and unauthorized mode of doing some act authorized by the master. It was also observed that a master is liable even for acts which he has not authorized, provided they are so connected with acts which he has authorized that they may rightly be regarded as modes albeit improper modes of doing them. If a servant does negligently that which he was authorized to do carefully or if he does fraudulently that which he was authorized to do honestly, his master will answer for that negligence, fraud or mistake.*



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45. In *Poongottil Prasad v. Melattur Grama Panchayat*, 2023 SCC OnLine Ker 5596, the Kerala High Court observed that ordinarily a person is liable for his own wrongful acts and one does not incur any liability for acts done by others, however, principle of vicarious liability makes certain persons liable for acts of others. This principle applies where the law presumes that 'he who does an act through another is deemed in law to do it himself'. Commonly accepted examples of vicarious liability are in cases of relationship between principal and agent, master and servant and partners in each other's tort. Fundamental requirements to apply vicarious liability are that there should be a certain relationship between the two parties and that the wrongful act should be done in such a way that it is connected to the relationship. It would be useful at this stage to refer to a judgment of this Court in *CE Info Systems Pvt. Ltd. v. Gas Authority of India Ltd.*, 2019 SCC OnLine Del 7779, where a challenge was laid by the Petitioner to an order debarring it from participating in bidding process related to a tender floated by GAIL, for a period of three years, based on an allegation that Petitioner had submitted a forged certificate indicating that it had completed certain works for IOCL for a certain value. There was no dispute that the certificate was forged but the Petitioner contended that this did not warrant a punitive measure as the certificate was furnished by its employee who was not authorized to do so and moreover, it did not affect Petitioner's eligibility for participating in the tender in question. Challenge to the debarring order was laid by the Petitioner on five fronts, the first of them being that the forged completion certificate was not issued by its authorized officer and emphasis was laid on a Power of



*Attorney furnished along with the bid indicating that one of the General Managers of the Petitioner company was constituted as the attorney to act on behalf of the Petitioner in respect of the said tender. Court negated the contentions, observing that it was wholly unpersuasive that the document had been furnished by an unauthorized person inasmuch as Petitioner had furnished a letter of authority in favour of Shri Sandeep Rathore, which also indicated that he was authorized for any subsequent correspondence/communication in relation to the bid document submitted by the Petitioner. Court also held that the fact that Petitioner submitted a forged document was enough for GAIL to take a decision not to deal with the Petitioner and the question whether Petitioner derived any benefit from the same is relevant only to determine the quantum of punishment.*

*46. In the aforesaid case, Court also referred to the guidelines laid down by the Supreme Court in Kulja Industries (supra), but declined to interfere with the debarment order observing that Petitioner did seem to derive benefit from submission of the forged document for the reason that although Petitioner claimed to be eligible on the basis of work executed for Atlas Comnet, it did not provide the document sought by GAIL for establishing the same and instead supplied forged completion certificate, allegedly issued by IOCL, showing that Petitioner had completed work of the value required as eligibility condition. It was observed that it was obvious that intention of the Petitioner was to acquire eligibility to participate in the bidding process based on the contract with IOCL, conveniently ignoring the requirement of providing document of experience*





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*of working with Atlas Comnet, basis which Petitioner had initially claimed to be eligible for participating in the bidding process. Significantly, Court also held that notwithstanding the provisions of the terms of the contract, GAIL would have the authority to take a decision not to enter into business with the contractor, if it is found that contractor had indulged in fraudulent practices as this is an inherent right available with any authority. Reference was made in this context to the judgment in Patel Engineering Limited v. Union of India, (2012) 11 SCC 257. On the aspect of principle of natural justice, Court noted that Petitioner was put to notice before taking the action of blacklisting.*

*47. From the conspectus of the aforesaid judgments, it is luminously clear that an employer or a master cannot distance himself from the acts or omissions of the employee/servant where the acts or omissions are in the course of employment and authorized by the employer/master, even if the acts or omissions are through wrongful and unauthorized modes so long as they have a direct nexus with the employment. In the instant case, it is an admitted case of the Petitioner that Sh. Puspendra Singh was duly authorized to take necessary steps towards the bidding process and therefore his act of submitting the bid document, including the forged Turnover Certificate was an act in the course of employment. In fact, Petitioner has itself placed on record job description of Sh. Puspendra Singh, which shows his role and responsibilities and inter alia includes revenue generation by selling IT infrastructure services and solution in Government sectors etc.; participating in Government procurement projects*



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*through tenders; liasoning; coordinating and negotiating prices with OEMs; preparing quotations as per customer requirement; coordinating with all teams to process bid/tender related activities etc. Therefore, once the bidding process was carried out by an employee, authorized by the Petitioner to do that act, Petitioner cannot distance itself and contend that it be absolved of the liability. It bears repetition to state that a master is liable even for acts he has not authorized, provided they are connected with the employment or the acts which were authorized and the only exception that can be carved out is where the employee does an act which is not even remotely connected with his scope of employment and is his independent act, which is not the case here.*

*48. A significant aspect of this case, which weighs heavily against the Petitioner is that there is no dispute that the Turnover Certificate was forged. It is equally undisputed that the Certificate was uploaded by employees of the Petitioner, duly authorized to process and submit the tender document. It is crucial to note that Respondent No. 2/the OEM has not only taken a categorical stand before NDMC and on an affidavit before this Court that its officials had vide e-mail dated 23.06.2022 provided the product link for the electronic tablets, the goods that were to be supplied under the tender in question after it was decided that Respondent No. 2 being the OEM would supply the electronic tablets and along with the product link, it had sent several document to the Petitioner including Authorization Letter dated 21.06.2022, a BIS Renewal Certificate, an Udyam Registration Certificate as also the Turnover Certificate dated 24.03.2022, among other*



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*document. It is also stated in the affidavit that the Turnover Certificate as shared by Respondent No. 2 reflected a turnover of Rs. 28,20,10,671/- of Respondent No. 2 for Financial Year 2020-2021. E-mail with its attachment containing the Turnover Certificate, which indeed reflects the turnover as Rs. 28,20,10,671/-, has been filed by Respondent No. 2 and importantly, this document has been concealed by the Petitioner. It is an uncontroverted position that Respondent No. 2's financial status and certifications were regularly updated on the GeM Portal and/or that Respondent No. 2 was able to establish in the personal hearing that the Turnover Certificate it had shared with the Petitioner before uploading, reflected the actual and correct turnover. This completely explains the position of NDMC in not taking any action against Respondent No. 2, which is one of the contention and grievance of the Petitioner albeit the role of its representative is under examination in the pending criminal case and hence no observation is made here. Be that as it may, the responsibility to submit and upload the bid was of the Petitioner and therefore, due caution ought to have been taken at the senior level to ensure that the bid is submitted with true and correct information and supporting document and therefore, the fact that NDMC has not taken any action against Respondent No. 2 is inconsequential.*

*49. The main stake of the argument of the Petitioner with respect to the forgery of the Turnover Certificate is that the Management of the Petitioner was completely unaware of the forgery by its employees. As noted above, Petitioner cannot claim immunity for the acts of its employees done in the*



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*course of their employment. Even otherwise, the onus of submitting factually correct information and document was on the Petitioner. The tender in question was a high value bid and it is unbelievable that the Management of the Petitioner had completely distanced itself from the process of preparing the document etc. for submission of the bid and assuming that it did, it was at its own peril and NDMC cannot be faulted for taking action once it was clear that a forged bid document had been submitted. Also it cannot be glossed over that with a turnover of Rs. 28,20,10,671/-, Petitioner was ineligible to bid and therefore, the ultimate beneficiary of the award of contract must accept responsibility for the forgery to achieve the eligibility condition. The argument that NDMC has nothing to lose since ultimately the tender was not accorded is irrelevant since the sanctity of a tender process is required to be maintained and therefore, a party which indulges in wrongdoings at the stage of bidding cannot be heard to say that no penalty should be imposed. Assuming a situation where no complaint was received highlighting the forgery in the Turnover Certificate, the contract may have been awarded to the Petitioner basis a forged bid document which was against public interest.*

\* \* \*

*58. It is true that blacklisting is a serious action and amounts to civil death of a business entity. It is equally settled that before taking a decision for blacklisting or debarring any entity, the Competent Authority must arrive at an objective satisfaction taking into account relevant consideration and eschewing irrelevant ones. [Ref.: Erusian Equipment & Chemicals Ltd. v. State of West Bengal, (1975) 1 SCC 70]. It*



*has been repeatedly affirmed by the Supreme Court that before taking action of blacklisting/debarment, principles of natural justice must be followed by issuing a show cause notice and giving an opportunity of hearing to the entity against whom action is sought to be taken to ascertain if there is any rationale behind the alleged misconduct. [Ref.: Joseph Vilangandan v. The Executive Engineer, (PWD), Ernakulam, (1978) 3 SCC 36, Raghunath Thakur v. State of Bihar, (1989) 1 SCC 229 and Gorkha Security Services v. Government (NCT of Delhi), (2014) 9 SCC 105]. Indisputably, in the present case, these parameters are duly met inasmuch as show cause notice was issued and Petitioner was given opportunity of presenting its case.*

*59. In State of Odisha v. Panda Infraproject Limited, (2022) 4 SCC 393, the Supreme Court held that debarment is an effective method for disciplining deviant suppliers/contractors who may have committed acts of omission and commission and negated the plea that even if the alleged action was the first offence committed by the contractor, it was of no avail where the allegations were serious. Relevant paragraphs are as follows:—*

*"24. As per the law laid down by this Court in a catena of decisions "debarment" is recognised and often used as an effective method for disciplining deviant suppliers/contractors who may have committed acts of omission and commission. It is for the State or appropriate authority to pass an order of blacklisting/debarment in the facts and circumstances of the case. Therefore, the High Court has erred and has exceeded its jurisdiction in*



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*exercise of powers under Article 226 of the Constitution of India by quashing and setting aside the blacklisting order, that too, without advertent to the serious allegations and the act of omission and commission on the part of the contractor which led to a serious incident of collapse of ten metre slab while concrete work of the deck was going on and due to which one person died and eleven others were injured. It was specifically found that the safety arrangements were lacking severely in the construction work zone. It was also found that quality assurance was not emphasised as stipulated in the codes and manuals and as per the agreement. Therefore, the High Court ought to have considered the seriousness of the incident in which due to omission and commission on the part of the contractor in constructing the flyover one person died and eleven others were injured.*

*25. The next question which is posed for consideration of this Court is, whether, in the facts and circumstances of the case the contractor was required to be debarred/blacklisted permanently?*

*26. In Kulja Industries [Kulja Industries Ltd. v. Western Telecom Project BSNL, (2014) 14 SCC 731], this Court has observed that "debarment" is never permanent and the period of debarment would invariably depend upon the nature of the offence committed by the erring contractor. In the said decision this Court emphasised on prescribing guidelines by determining the period for which the blacklisting should be effective. It is observed and held by this Court that while determining the period for which the blacklisting should be effective, for the sake of objectivity*



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*and transparency it is required to formulate broad guidelines to be followed. It is further observed that different periods of debarment depending upon the gravity of the offences, violations and breaches may be prescribed by such guidelines.*

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*28. Duration of blacklisting cannot be solely per offence. Seriousness of the lapse and the incident and/or gravity of commission and omission on the part of the contractor which led to the incident should be the relevant considerations. In a given case, it may happen that the commission and omission is very grave and because of the serious lapse and/or negligence, a major incident would have taken place. In such a case, it may be the contractor's first offence, in such a case, the period/duration of the blacklisting/banning can be more than three years. However, as the said guidelines are not under challenge, we rest the matter there and leave it to the State Government to suitably amend and/or modify the said office memorandum. However, what we have observed above can be a guide while determining the period of debarment/blacklisting.*

*29. In the instant case, it might be true that the offence was the first offence committed by the contractor. However, considering the seriousness of the matter that due to the omission and commission on the part of the contractor a serious incident had occurred as there was a collapse of a ten metre slab while constructing a flyover in which one person died and eleven others injured, as such the contractor does not deserve any leniency. However, to*



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*debar him permanently can be said to be too harsh a punishment. But considering the subsequent OM dated 26-11-2021 reproduced hereinabove (to which as such we do not agree as observed hereinabove), we are of the opinion that if the blacklisting is restricted to five years, it may be in the fitness of things."*

60. *In W.B. State Electricity Board v. Patel Engineering Co. Ltd., (2001) 2 SCC 451, the Supreme Court emphasized on the degree of care that should be taken in a bidding process and that it was essential to maintain the sanctity and integrity of the tender process as also award of a contract. One of the decisions of the Supreme Court where the blacklisting was found to be justified also needs a mention. In Patel Engineering Limited (supra), Petitioner had chosen to go back on its offer of paying a premium of Rs. 190.53 crores per annum after realising that the next bidder quoted a much lower amount. The Supreme Court held that whether the decision of the Petitioner was bona fide or mala fide required a further probe but the dereliction in which the Petitioner had indulged if not handled firmly, was likely to result in recurrence of such activity not only on part of the Petitioner but also others who deal with public bodies. The Supreme Court also observed that there was no illegality or irrationality in the conclusion of the Respondent that Petitioner was not commercially reliable and trustworthy in the light of its conduct. In fact, in Kulja Industries (supra), the party was blacklisted on account of a fraudulent withdrawal of huge amount of money which was not due to it, in collusion and conspiracy with officials of the Respondent Corporation and*





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*the Supreme Court in fact upheld the decision to blacklist the Petitioner but only directed reconsideration of the period of blacklisting.*

*61. The facts of this case come close to the decision of this Court in CE Info Systems Pvt. Ltd. (supra), facts of which have been brought out in detail in earlier part of the judgment. At the cost of repetition, in the said case, the Court was examining an order passed by GAIL debarring the Petitioner from participating in the bidding process for three years basis an allegation that Petitioner had submitted a forged certificate indicating that it had completed certain works for IOCL for a certain value indicated therein. Petitioner did not dispute that the certificate was forged but contended that the same was furnished by its employee, who was not authorized to do so and therefore, there was no warrant for a punitive measure. Petitioner contended inter alia that the forged certificate was not issued by the authorized officer. GAIL, on the other hand, disputed that the forged certificate was not issued by the authorized officer and sought to establish his authorization. It was also contended that Petitioner did not qualify the eligibility criteria but for the forged completion certificate.*

\* \* \*

*64. Learned Senior Counsel for the Petitioner laboured hard to emphasise on the credentials of the Petitioner by referring to its impeccable track record and proven integrity, substantiated by its contracts with various Government as also Public Sector Undertakings, including Ministry of Petroleum and Natural Gas, Ministry of Defence, National Informatics Centre, Ministry*



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*of Power, NTPC, Airport Authority of India, Power Grid Corporation of India, IIT, Mumbai, BHEL etc., with a view to urge that these mitigating factors, when seen cumulatively do not justify blacklisting. NDMC has refuted this argument on the ground that it has no knowledge of the contracts executed by the Petitioner with other entities and is only concerned with the manner in which the bid was submitted by the Petitioner with NDMC. No doubt, past history and impeccable track record are mitigating factors to be taken into consideration while taking a decision on blacklisting or the period thereof. Even taking these factors into account, I am unable to agree with the Petitioner that in light of the serious act of forgery of a crucial bid document, which is an admitted position, the decision to debar/blacklist by NDMC was uncalled for. In Chairman, All India Railway Recruitment Board (supra), the Supreme Court summarised the law on proportionality as follows:—*

*"36. Wednesbury [Associated Provincial Picture Houses Ltd. v. Wednesbury Corpn., [1948] 1 K.B. 223 : [1947] 2 All ER 680 (CA)] applies to a decision which is so reprehensible in its defiance of logic or of accepted moral or ethical standards that no sensible person who had applied his mind to the issue to be decided could have arrived at it. Proportionality as a legal test is capable of being more precise and fastidious than a reasonableness test as well as requiring a more intrusive review of a decision made by a public authority which requires the courts to "assess the balance or equation" struck by the decision-maker. Proportionality test in some jurisdictions is also described as the "least injurious means" or "minimal*



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*impairment” test so as to safeguard the fundamental rights of citizens and to ensure a fair balance between individual rights and public interest. Suffice it to say that there has been an overlapping of all these tests in its content and structure, it is difficult to compartmentalise or lay down a straitjacket formula and to say that Wednesbury [Associated Provincial Picture Houses Ltd. v. Wednesbury Corpn., [1948] 1 K.B. 223 : [1947] 2 All ER 680 (CA)] has met with its death knell is too tall a statement. Let us, however, recognise the fact that the current trend seems to favour proportionality test but Wednesbury [Associated Provincial Picture Houses Ltd. v. Wednesbury Corpn., [1948] 1 K.B. 223 : [1947] 2 All ER 680 (CA)] has not met with its judicial burial and a State burial, with full honours is surely not to happen in the near future.*

*37. Proportionality requires the court to judge whether action taken was really needed as well as whether it was within the range of courses of action which could reasonably be followed. Proportionality is more concerned with the aims and intention of the decision-maker and whether the decision-maker has achieved more or less the correct balance or equilibrium. The court entrusted with the task of judicial review has to examine whether decision taken by the authority is proportionate i.e. well balanced and harmonious, to this extent the court may indulge in a merit review and if the court finds that the decision is proportionate, it seldom interferes with the decision taken and if it finds that the decision is disproportionate i.e. if the*



*court feels that it is not well balanced or harmonious and does not stand to reason it may tend to interfere.*

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*39. The courts have to develop an infeasible and principled approach to proportionality, till that is done there will always be an overlapping between the traditional grounds of review and the principle of proportionality and the cases would continue to be decided in the same manner whichever principle is adopted. Proportionality as the word indicates has reference to variables or comparison, it enables the court to apply the principle with various degrees of intensity and offers a potentially deeper inquiry into the reasons, projected by the decision-maker."*

\* \* \*

*70. Reliance on the judgment of the Guwahati High Court in Satya Builders (supra) is also misplaced. Reading of the judgment shows that the said case pertained to submission of false credential document with the bid for which the Respondent terminated the letter of award and forfeited the earnest money, bank guarantee and performance bank guarantee to the tune of Rs. 3,08,93,889.65 along with imposing penalty of debarring/blacklisting for five years. The Guwahati High Court did not interfere in forfeiture of the amount but held that penalty of blacklisting was harsh and set aside the same but without any reasoning. This judgment, with due respect, does not persuade this Court as there is no reasoning as to why blacklisting order was interfered with besides the fact that the Court did not think it fit to interfere with forfeiture of a huge amount in light of the serious and*



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*grave conduct of the Petitioner in furnishing false credential document with the bid.*

*71. For the aforesaid reasons, the impugned order warrants no interference by this Court in exercise of its writ jurisdiction and the present petition is dismissed along with pending application."*

43. The finding recorded by the Delhi High Court in the above decision answers all the question/ grounds raised by the learned Senior Counsel Sri. S. S. Naganand and therefore, providing fair hearing to prove the wrong thing which has been admitted by the wrongdoer itself would not serve any purpose. In the case of ***Shrisht Dhawan*** (supra), paragraph 20 reads as under:

*"20. Fraud and collusion vitiate even the most solemn proceedings in any civilised system of jurisprudence. It is a concept descriptive of human conduct. Michael Levi likens a fraudster to Milton's sorcerer, Comus, who exulted in his ability to, 'wing me into the easy-hearted man and trap him into snares'. It has been defined as an act of trickery or deceit. In Webster's Third New International Dictionary fraud in equity has been defined as an act or omission to act or concealment by which one person obtains an advantage against conscience over another or which equity or public policy forbids as being prejudicial to another. In Black's Legal Dictionary, fraud is defined as an intentional perversion of truth for the purpose of*



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*inducing another in reliance upon it to part with some valuable thing belonging to him or surrender a legal right; a false representation of a matter of fact whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. In Concise Oxford Dictionary, it has been defined as criminal deception, use of false representation to gain unjust advantage; dishonest artifice or trick. According to Halsbury's Laws of England, a representation is deemed to have been false, and therefore a misrepresentation, if it was at the material date false in substance and in fact. Section 17 of the Contract Act defines fraud as act committed by a party to a contract with intent to deceive another. From dictionary meaning or even otherwise fraud arises out of deliberate active role of representator about a fact which he knows to be untrue yet he succeeds in misleading the representee by making him believe it to be true. The representation to become fraudulent must be of a fact with knowledge that it was false. In a leading English case [Derry v. Peek, (1886-90) All ER 1 : (1889) 14 AC 337 : 5 TLR 625] what constitutes fraud was described thus : (All ER p. 22 B-C)*

*"[F]raud is proved when it is shown that a false representation has been made (i) knowingly, or (ii) without belief in its truth, or (iii) recklessly, careless whether it be true or false."*

*But fraud in public law is not the same as fraud in private law. Nor can the ingredients which establish fraud in commercial transaction be of assistance in determining fraud in Administrative Law. It has been aptly observed by Lord Bridge*



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*in Khawaja [Khawaja v. Secretary of State for Home Deptt., (1983) 1 All ER 765] that it is dangerous to introduce maxims of common law as to effect of fraud while determining fraud in relation to statutory law. In Pankaj Bhargava [Pankaj Bhargava v. Mohinder Nath, (1991) 1 SCC 556 : AIR 1991 SC 1233] it was observed that fraud in relation to statute must be a colourable transaction to evade the provisions of a statute. "If a statute has been passed for some one particular purpose, a court of law will not countenance any attempt which may be made to extend the operation of the Act to something else which is quite foreign to its object and beyond its scope." [Craies on Statute Law, 7th edn., p. 79] Present day concept of fraud on statute has veered round abuse of power or mala fide exercise of power. It may arise due to overstepping the limits of power or defeating the provision of statute by adopting subterfuge or the power may be exercised for extraneous or irrelevant considerations. The colour of fraud in public law or administrative law, as it is developing, is assuming different shades. It arises from a deception committed by disclosure of incorrect facts knowingly and deliberately to invoke exercise of power and procure an order from an authority or tribunal. It must result in exercise of jurisdiction which otherwise would not have been exercised. That is misrepresentation must be in relation to the conditions provided in a section on existence or non-existence of which power can be exercised. But non-disclosure of a fact not required by a statute to be disclosed may not amount to fraud. Even in commercial transactions non-disclosure of every fact does not vitiate the agreement. "In a contract every person must look for himself and ensures that he acquires the information necessary to avoid bad*



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*bargain.” [ Anson's Law of Contract] In public law the duty is not to deceive. For instance non-disclosure of any reason in the application under Section 21 of the Act about its need after expiry of period or failure to give reason that the premises shall be required by son, daughter or any other family member does not result in misrepresentation or fraud. It is not misrepresentation under Section 21 to state that the premises shall be needed by the landlord after expiry of the lease even though the premises in occupation of the landlord on the date of application or, after expiry of period were or may be sufficient. A non-disclosure of fact which is not required by law to be disclosed does not amount to misrepresentation. Section 21 does not place any positive or comprehensive duty on the landlord to disclose any fact except that he did not need the premises for the specified period. Even the Controller is not obliged with a pro-active duty to investigate. Silence or non-disclosure of facts not required by law to be disclosed does not amount to misrepresentation. Even in contracts it is excluded as is clear from explanation to Section 17 unless it relates to fact which is likely to affect willingness of a person to enter into a contract. Fraud or misrepresentation resulting in vitiation of permission in context of Section 21 therefore could mean disclosure of false facts but for which the Controller would not have exercised jurisdiction.”*

44. In the case of **Lachhman Dass** (supra), it is held that, when the fraud is apparent on the face of record based on the pleadings of the parties, such petitions requires to be dismissed in limine. Having committed the fraud by uploading





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the fake document in the tender process, the petitioner cannot be permitted to urge that the fake document is non-essential to award contract, is perse liable to be rejected as it goes to the root of fairness actions by the petitioner.

45. In the case of ***Municipal Committee Katra, and others vs. Ashwani Kumar***, in ***Civil Appeal No.14970-71 of 2017***, disposed of on 09.05.2024 the Hon'ble Supreme Court at paragraph 19 held as follows:

*"19. It is beyond cavil of doubt that no one can be permitted to take undue and unfair advantage of his own wrong to gain favorable interpretation of law. It is a sound principle that he who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. To put it differently, 'a wrong doer ought not to be permitted to make profit out of his own wrong'. The conduct of the respondent- writ petitioner is fully covered by the aforesaid proposition."*

46. In the case of ***Aigargh Muslim University and others vs. Mansoor Ali Khan*** reported in ***(2000) 7 SCC 529***, paragraph 25 reads as under:

*"25. The "useless formality" theory, it must be noted, is an exception. Apart from the class of cases of "admitted or indisputable facts leading only to one conclusion" referred to above, there has been considerable debate on the application*



*of that theory in other cases. The divergent views expressed in regard to this theory have been elaborately considered by this Court in M.C. Mehta [(1999) 6 SCC 237] referred to above. This Court surveyed the views expressed in various judgments in England by Lord Reid, Lord Wilberforce, Lord Woolf, Lord Bingham, Megarry, J. and Staughton, L.J. etc. in various cases and also views expressed by leading writers like Profs. Garner, Craig, de Smith, Wade, D.H. Clark etc. Some of them have said that orders passed in violation must always be quashed for otherwise the court will be prejudging the issue. Some others have said that there is no such absolute rule and prejudice must be shown. Yet, some others have applied via media rules. We do not think it necessary in this case to go deeper into these issues. In the ultimate analysis, it may depend on the facts of a particular case."*

47. The aforesaid dictum of the Hon'ble Supreme Court is aptly applicable to the facts of the case as the petitioner admits in the writ petitions as to uploading fake document, while participating in the tender process and same is further fortifies through the email/letter dated 16.04.2025 by RCCL-member of the consortium and therefore, providing opportunity to the petitioner to prove that, it did not upload fake document, does not arise as the same is useless exercise by the respondent-authorities and therefore, the writ petitions liable to



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be dismissed on this ground alone as the petitioner approached this Court with unclean hands.

48. In the case of **M.P. Mittal vs. State of Hariyana and others** reported in **(1984) 4 SCC 371** paragraphs 5 and 6 held as under:

*"5. Now there is no dispute that the appellant knowingly and deliberately entered into the Guarantee agreement, and is liable as Guarantor to make payment of the dividend due from Messrs Depro Foods Limited. Nor is it disputed that the amount due, with interest, stands at Rs 2,02,166 — in respect of the period ending with the year 1977. It was not contended that the appellant in fact does not possess sufficient funds or cannot avail of sufficient personal property for the purpose of discharging the liability. The record also shows that before instituting coercive proceedings, the Assistant Collector provided the appellant an opportunity to pay up the amount due from him, and that the appellant made no attempt to discharge the liability. When that is so, we are of opinion that he is not entitled to relief in these proceedings. The appeal arises out of a writ petition, and it is well settled that when a petitioner invokes the jurisdiction of the High Court under Article 226 of the Constitution, it is open to the High Court to consider whether, in the exercise of its undoubted discretionary jurisdiction, it should decline relief to such petitioner if the grant of relief would defeat the interests of justice. The Court always has power to refuse relief where the petitioner seeks to invoke its writ jurisdiction in order to secure*



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*a dishonest advantage or perpetuate an unjust gain. This is a case where the High Court was fully justified in refusing relief. On that ground alone, the appeal must fail.*

*6. Before parting with this case, we think it appropriate to point out that it would be beneficial to the general administration of justice if in certain cases where the High Court disposes of a writ petition in limine it does so by an order incorporating the reasons for such order. Where a case is admitted to final hearing, the judgment of the High Court disposing of the appeal almost invariably sets forth the reasons for its decision. We think it desirable that even when a writ petition is dismissed in limine the High Court should set out its reasons, however briefly, for doing so, especially in those cases where the matter in controversy is the subject of judicial examination for the first time and has not been processed earlier by an inferior judicial or quasi-judicial authority. It is of some importance that a party should know from the Court of first instance the reasons for an adverse decision received by it, for that promotes acceptance of the judgment and thereby ensures credibility and public confidence in the judicial institution. It must be remembered that the High Court exercises original jurisdiction under Article 226 of the Constitution, and it is only appropriate that a petitioner whose writ petition is dismissed in limine should know what are the precise reasons for the adverse order, whether the writ petition has been rejected on the ground of laches or other preliminary ground or on the merits of the controversy, and what are the reasons of the High Court therefore. We may add that a brief statement of reasons rendered by the High Court, when dismissing the writ petition in limine, is of great*



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*assistance also to this Court when the judgment and order of the High Court are sought to be brought here by a petition for special leave to appeal. To sum up, we think it desirable that the High Court, when dismissing a writ petition in limine, should set forth a brief statement of the reasons for its order instead of disposing of the proceeding by the single word "dismissed".*

49. In the case of **Principal Chief conservator of Forest and Others vs. Suresh Mathew and others** reported in **2025 SCC Online SC 933**, paragraphs 16 to 19 reads as under:

*"16. The question of scope of judicial review in the cases of award of contracts has already been dealt with by the Hon'ble Supreme Court in the case of Jagdish Mandal v. State of Orissa<sup>2</sup> wherein the Court observed as under:*

*"22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made "lawfully" and not to check whether choice or decision is "sound". When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bonafide and is in public interest, courts will not, in exercise*



*of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review should pose to itself the following questions:*

*(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;*

*Or*

*Whether the process adopted or decision made is so arbitrary and irrational that the Court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached.*

*(ii) Whether public interest is affected.*

*If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or*



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*distribution of State largesse (allotment of sites/shops, grant of licenses, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.”*

*We are of the opinion that the High Court has committed a gross error while observing the facts in the case of Jagdish Mandal (supra) were entirely different in regard to a defective tender submitted by a participant.*

*17. In the case of State of Orissa v. Harinarayan Jaiswal, in relation to excise revenue, the Supreme Court observed as under:*

*“13. ... The Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. Hence quite naturally, the Legislature has empowered the Government to see that there is no leakage in its revenue. It is for the Government to decide whether the price offered in an auction sale is adequate. While accepting or rejecting a bid, it is merely performing an executive function. The correctness of its conclusion is not open to judicial review. We fail to see how the plea of contravention of Article 19(1)(g) and Article 14 can arise in these cases...”*

*18. The law regarding government contracts or auctions and the nature and scope of its judicial review is well settled. In the case of Michigan Rubber (I) Ltd. v. State of Karnataka<sup>4</sup>, the Supreme Court observed as under:*

*“23. From the above decisions, the following principles emerge:*



*(a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;*

*(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;*

*(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;*

*(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and*

*(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can*





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claim a fundamental right to carry on business with the Government.”

19. In the case of *Tata Cellular v. Union of India*<sup>5</sup>, the Supreme Court emphasised the need to find a right balance between administrative discretion to decide the matters on the one hand, and the need to remedy any unfairness on the other, and observed:

"94. (1) The modern trend points to judicial restraint in administrative action.

(2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.

(3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise, which itself may be fallible.

(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract.

(5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.



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*(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."*

50. It is well established principle in law that, the Tendering Authority is empowered to reject all tenders as per Section 14 of KTPP Act, before taking final decision in the matter. (See. *South India Corporation Private Limited Annasalai, Chennai vs. Karnataka Power Corporation Limited, Bangalore and another reported in (2016) 2 KLJ 132*). In the present case, the respondent-corporation has not finalized the tender process, after completion of the Financial Bid and therefore, the arguments advanced by the learned counsel appearing for the petitioner with regard to making allegations against the respondent-authorities cannot be accepted as the petitioner has not produced any document/ certificate/ work order issued by the respondent-Corporation as to declaring the petitioner as lowest bidder after the completion of entire tender process is, after declaration of Financial Bid, and to award contract and it is at the stage of under process to finalise the tender, which is in the domain of the Tendering Authority and with regard to procedure adopted by the respondent-



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Corporation, this Court shall not enter the area of tender process as the same is in realm of the Tendering Authority .

51. In the case of ***Utsav Flavours vs. Union of India***, reported in ***2008 SCC Online Jhar 255***, paragraphs 14 to 16 reads as under:

*"14. So far argument of impugned order being violative of natural justice on account of non affording of the opportunity of oral hearing is concerned, that also does not seem to be tenable in view of the ratio laid down by the Hon'ble Supreme Court in the case of Union of India v. Jesus Sales Corporation, ((1996) 4 SCC 69) : (AIR 1996 SC 1509) wherein it has been held as follows:*

*"It need not be pointed out that under different situations and conditions the requirement of compliance of the principle of natural justice vary. The Courts cannot insist that under all circumstances and under different statutory provisions personal hearings have to be afforded to the persons concerned. If this principle of affording personal hearing is extended whenever statutory authorities are vested with the power to exercise discretion in connection with statutory appeals, it shall lead to chaotic conditions. Many statutory appeals and applications are disposed of by the competent authorities who have been vested with powers to dispose of the same. Such authorities which shall be deemed to be quasi-judicial authorities are expected to apply their judicial mind over the grievances made by the appellants or the applicants concerned, but it cannot be held that before dismissing such*



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*appeals or applications in all events the quasi-judicial authorities must hear the appellants or the applicants, as the case may be. When principal of natural justice require an opportunity to be heard before an adverse order is passed on any appeal or application, it does not in all circumstances mean a personal hearing. The requirement is complied with by affording an opportunity to the person concerned to present his case before such quasi-judicial authority who is expected to apply his judicial mind to the issues involved. Of course, if in his own discretion if he requires the appellant or the applicant to be heard because of special facts and circumstances of the case, then certainly it is always open to such authority to decide the appeal or the application only after affording a personal hearing. But any order passed after taking into consideration the points raised in the appeal or the application shall not be held to be invalid merely on the ground that no personal hearing had been afforded."*

*15. Thus, what emerges from the ratio laid down by the Hon'ble Supreme Court is that it is never mandatory on the part of the authority to give opportunity of personal hearing always rather it would depend on the facts and circumstances.*

*16. So far this case is concerned, respondent in his wisdom would not have thought it proper and appropriate to give an opportunity of personal hearing as the petitioner in his show cause had virtually admitted about the condition of Food Plaza being unhygienic and once acceptance of breach of one of the conditions was there, the respondent cannot be said to have acted arbitrarily in passing the impugned order."*



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52. In the case of **CCS Computers Pvt Ltd (supra)** paragraphs 39 and 40 reads as under:-

*"39. Broadly understood, Petitioner pegs its case on two points: (a) forgery was committed by Petitioner's employees for their own vested interests and management had no knowledge of uploading of forged certificate and thus cannot be held vicariously liable for acts, not authorized; and (b) decision to blacklist the Petitioner, which amounts to civil death, has been taken oblivious of the guidelines in Kulja Industries (supra). Added to this was the point that credibility of the Petitioner is beyond question in light of its business dealings with Government departments/agencies/PSUs etc. for over three decades and the list of includes 108 institutions. Petitioner is stated to have no past history of any misdemeanour. Much emphasis was also laid on the action taken to hold an inquiry into the misconduct of the delinquent employees and their consequent termination along with recourse to criminal action.*

*40. The moot question that thus arises for consideration is whether Petitioner can claim that it cannot be held vicariously liable for the forgery, admittedly committed by its employees. From a careful analysis of facts and arguments it is clear as day that Sh. Puspendra Singh was duly authorized to process the bid document and upload them. In the additional affidavit filed by the Petitioner on 08.11.2024, it is stated that as per general practice in Petitioner's organization, Directors assign customer accounts to their employees and in the present case, Sh. Puspendra Singh was authorized and responsible for*



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*overseeing the entire tender process in question, including but not limited to scrutinizing document, attending meetings, signing the requisite document and submitting the bids. It is also stated that the designated employees of the Petitioner scrutinize all document in relation to the bid and handle the submission thereof. It is thus clear that Sh. Puspendra Singh scrutinized and submitted the bid under authorization of the Petitioner and hence with its knowledge and consent."*

53. In the case of ***Silppi Constructions Contractors vs. Union of India and another*** reported in **(2020) 16 SCC 489** it is held at, paragraph 20, as follows:

*"20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the State instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender document is the best judge as to how the document have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The*



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*courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case."*

54. Having taken note of the principles laid down by the Hon'ble Supreme Court in the aforementioned cases, I am of the view that, the judgments referred to by Sri. S. S. Naganand, learned Senior Counsel for the petitioner referring to the case of **Gorkha Security Services** (supra) and other judgments making allegation against the respondent-authorities as to denial of opportunity and favoritism towards rival tenderer cannot be accepted on the sole ground that, one who approaches equity Court must come with clean hands and therefore, the judgment referred to by Sri. S. S. Naganand, learned Senior Counsel for the petitioner cannot be made applicable to the facts and circumstances of the case in view of admission made by the petitioner in the writ petition as to uploading the fake document which clearly offend the terms and conditions of the Tender document (RFP).

55. The Hon'ble Supreme Court in the case of **Subodh Kumar Singh Rathour vs. Chief Executive Officer and others** reported in **AIR 2024 SC 3784**, after considering the



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scope of judicial review in the matters pertaining to contractual disputes, in detail held that, the judicial review is permissible to prevent arbitrariness of public authorities and to ensure that, they do not exceed or abuse their powers in contractual transaction, particularly, action of State Government relating to tender process. Taking into consideration the forgoing reasons as the petitioner itself admitted as to uploading the fake document, in the pleadings as well as by letter dated 30.06.2025 produced Annexure-R13 in W.P.No.25668 of 2025 particularly, refers to paragraph at 6 of the said letter, I am of the view that, even if the arguments advanced by the learned Senior counsel appearing for the petitioner is accepted, as to denial of principles of natural justice, however, the end result would be same in terms and conditions of the Tender document to disqualify the petitioner. It is also relevant to consider the Letter Comprising the Technical Bid-Appendix-1A, referring to Clause 2.1.5, 2.11 and 3.2 of the Tender document as per Annexure-B (W.P.No.25668 of 2025), wherein the petitioner being a member of the consortium undertakes about the fairness as per paragraphs at 7 to 9 thereunder.





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56. That apart, it is also to be noted that the learned Senior Counsel appearing for the petitioner, refers to circulars dated 11.05.2022, and 16.01.2025 as enclosed along with letter at Annexure-F dated 25.07.2025 ( in W.P.No.25668 of 2025), as to procedure adopted by the Government entities, which dealing with tendering process, however, I am of the view that, as the tender process is not yet concluded by the respondent-Corporation and therefore, it is for the respondent-Corporation to take decision in the matter in accordance with tender documents, and at this stage, this court is not inclined to interfere with the tender procedure adopted by the respondent-Corporation as there is no arbitrary exercise of power by the respondent-Corporation and it is pertinent to mention here that, the said arguments of the learned Senior Counsel is premature and as such, this court is not inclined to make any observation as to the tender process.

57. Having arrived at a conclusion to dismiss the petitions on merits, I am of the opinion that the arguments advanced by the learned Senior Counsel for the petitioner that the respondent-state has not obeyed the interim order of this



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Court cannot be accepted as the petitioner itself approached this Court with unclean hands.

58. It is not forthcoming from the arguments advanced by the learned Senior counsel appearing for the petitioner as to denial of letter/ e-mail received on 16.04.2025 itself, RCCL member of the consortium of the petitioner, informed the petitioner not to participate in the tender process as a consortium along with RCCL. If, as argued, the petitioner intended to act fairly while approaching this Court, it ought to have informed the respondent-Corporation about the revocation or termination of the Joint Bidding Agreement with RCCL at the initial state itself before opening of the technical bid on 19.04.2025 as the petitioner aware of the revocation of the aforesaid agreement on 16.04.2025 itself. This omission makes it clear that the petitioner is not entitled for equitable relief under Article 226 of the Constitution of India. Therefore, the points for consideration referred to above favours the respondents as the petitioner fails to establish the denial of principles of natural justice, being uploaded the fake document and approached this Court with unclean hands. Therefore, the writ petitions deserve to be dismissed as being devoid of merits. Having arrived at a



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conclusion to dismiss the W.P. No.22904 of 2025 and W.P. No. 25668 of 2025, I am of the opinion that, the prayer made in W.P. No. 31906 of 2025, does not survive for consideration for the forgoing reasons. Accordingly, the writ petitions stand ***dismissed.***

All pending applications, if any, accordingly, dismissed.

**SD/-**  
**(E.S.INDIRESH)**  
**JUDGE**

SB  
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