

**HIGH COURT OF TRIPURA
AGARTALA**

WP(C) No.183 of 2025

Abu Sufian, Son of Abdul Malik, resident of Jubarajnagar, Kailashahar,
Unakoti, Tripura.

.....*Petitioner.*

V E R S U S

1. The State of Tripura (To be represented by) the Secretary, Public works Department, Government of Tripura, New Secretariat Building, New Capital Complex, Kunjaban, P.S. New Capital Complex, Agartala, West Tripura, PIN-799010.
2. The Secretary, Public works Department, Government of Tripura, New Secretariat Building, New Capital Complex, Kunjaban, P.S. New Capital Complex, Agartala, West Tripura, PIN-799010.
3. The Chief Engineer, Public Works Department (Water Resource), Government of Tripura, O/o the Chief Engineer, PWD (WR), Government of Tripura, Kunjaban, Agartala, West Tripura, PIN-799006.
4. The Executive Engineer, Water Resource Division No.VI, Office of the Executive Engineer, Water Resource Division No.VI, Kailashahar, Unakoti, Tripura, PIN-799277.
5. The Technical Committee in c/w E-Tender ID 2024_CEWDR_57897_1 (to be represented by) The Executive Engineer, Water Resource Division No.VI, Kailashahar, Unakoti, Tripura, PIN-799277.
6. M/S S.N. Bhattacharjee & Sons (to be represented by) Mr. Sourin Bhattacharjee, Proprietor, M/S S.N. Bhattacharjee & Sons, Address at Chandrapur, Dharmanagar, North Tripura, PIN-799251.

.....*Respondents*

For Petitioner(s) :	Mr. P. Roy Barman, Sr. Advocate, Mr. Samarjit Bhattacharjee, Advocate, Mr. Dipjyoti Paul, Advocate.
For Respondent(s) :	Mr. Kohinoor N Bhattacharyya, G.A., Mrs. Pinki Chakraborty, Advocate, Mr. Tanmay Debbarma, Advocate.
Date of hearing :	02.03.2026.
Date of pronouncement :	13.03.2026.
Whether fit for reporting :	YES.

**HON'BLE THE CHIEF JUSTICE MR. M.S. RAMACHANDRA RAO
HON'BLE MR. JUSTICE BISWAJIT PALIT**

JUDGMENT & ORDER

(M.S. Ramachandra Rao, C.J.)

The background facts:

1) The petitioner is a Class-1(A) category enlisted government contractor with experience in the field of construction related/civil engineering works requisitioned by various government departments.

2) On 31.01.2025 the Executive Engineer, Water Resource Division-VI, Kailashahar issued press notice inviting E-Tender from interested bidders for the following works:

“Raising and strengthening of Embankments along with anti erosion works under Unakoti District Tripura during the year 2024-25; Raising and strengthening of Katanala to Maguruli embankment near IBB fencing gate No. 55 at Devipur under Gournagar RD Block during the year 2024-25/SH; Raising and strengthening of embankment by earth filling and turfing for a length of 4.30 KM.”

3) The time period for completion of the said works was fixed at 90 days and the last date for document downloading and bidding was scheduled on 28.02.2025 at 5.00 p.m. The opening of the bids was scheduled for 28.02.2025 at 3.30 p.m. and the estimated cost of the said work was fixed at Rs.6,58,53,370/-.

4) The petitioner filed his bid with all the requisite and necessary documents as per the tender. Among them was also a certificate dt.25.11.2024 issued by the Addl. Chief Engineer, PWD (R&B), Hills, Assam certifying that the petitioner was a Class-1(A) category contractor under the said Department for the year 2024-2025 (Annexure-3- pg.46 in Writ Petition).

5) On 05.03.2025 the Executive Engineer, Water Resource Division-VI, Kailashahar (respondent No.4) wrote a letter (Annexure-4) to the petitioner mentioning that the petitioner stood first in view of his quotation of Rs.3,10,23,523/- which was 52.89% below the estimated cost of Rs.6,58,53,370/- and his tender is under acceptance of the competent authority. The said letter also mentioned that there was a complaint received against the petitioner from the 2nd lowest tenderer M/s S.N. Bhattacharjee & Sons (respondent No.6) regarding the authenticity of petitioner's enlistment under the Class-1(A) category. The petitioner was requested by the 4th respondent to provide details of work done as Class-1(A) category contractor within two days.

6) The Chief Engineer, PWD, (WR Department) Government of Tripura, (respondent No.3) appears to have inquired on 5.3.2025 with the Addl. Chief Engineer, PWD(R&B)Hills, Assam and the latter through a letter dated 10.03.2025 (Annexure-5) had informed the 3rd respondent that the Registration (Renewal) dated 25.11.2024 issued in favour of the petitioner was genuine and valid and if any Govt./Govt.Undertaking Agency desires, then the same may be allowed for participating in the tender process after their consideration.

7) Petitioner also submitted a letter (Annexure-6) on 10.03.2025 to the 4th respondent stating that the tender issued clearly mentioned that the contractors enlisted as per Enlistment of Government Organization of *other states* were also eligible to participate, that the Executive Engineer had already verified enlistment of the petitioner from the issuing authority on mobile phone, and that work orders for other two works under the same tender had

already been issued, but the tender in question for the work referred to above was under acceptance and the same was also emergency work. So in view of the upcoming rainy season, work order be issued to him. Petitioner also assured that he would forthwith deploy all men and machinery at the relevant work site. Copy of this Letter was also marked to respondent no.3.

8) But ignoring the said letter of the petitioner, the 4th respondent issued Letter of Acceptance of tender dt. 11.03.2025 (Annexure-7) to the respondent no.6 which was the L2 bidder, accepting the quoted amount of Rs.3,93,73,730/- submitted by him which was 40.21% below the estimated cost, though this bid of respondent no.6 was more by Rs.83,50,207/- than the financial bid of petitioner.

9) The petitioner immediately filed a complaint Annexure-8 on 11.03.2025 before the 4th respondent pointing out the shortcomings in the bid submitted by the respondent no.6 and to declare the tender of the respondent no.6 as null and void on the defects pointed out by the petitioner.

10) He also gave another representation (Annexure-8) on 11.03.2025 stating that as per the tender, enlistment of Government organization of *other* States as Class- I(A) contractor will also make a bidder eligible to participate in the said tender and on 05.03.2025 his registration as Class-1(A) contractor was renewed by PWD(R&B) Department of Government of Assam as mentioned above.

11) Petitioner also followed it up by legal notice issued on 12.03.2025 (Annexure-9).

The Work order dt.3.3.2025 issued to respondent no.6:

12) Without responding to the same, the 4th respondent issued a work order (Annexure-10) on 13.03.2025 to respondent No.6 though it had quoted Rs.83,50,207/- more than what the petitioner had quoted and though the respondent no.6 was the L2 bidder and not the L1 bidder, who was the petitioner.

The instant Writ Petition:

13) Thereafter, the petitioner filed the instant Writ petition. According to the petitioner, due to biased selection of the respondent No.6 instead of the petitioner there was a huge blow to the public exchequer as the petitioner's quotation was Rs.83,50,207/- less than that of the respondent No.6. He also alleged that the complaint lodged against him by the respondent no.6 was malicious and factually incorrect as the petitioner's enlistment as Class-1(A) category contractor was genuine and valid. He alleged that the official respondents had not acted in a bona fide manner and that the action of the official respondents was arbitrary and unreasonable and violates Articles 14,19 & 21 of the Constitution of India.

14) He prayed that the Work Order dt.13.3.2025 issued to respondent no.6 by respondent no.4 be quashed and cancelled, and they should declare him as the Lowest Bidder and issue Work order to him.

Events after filing of the Writ Petition:

15) On 08.04.2025, the learned Government Advocate was granted two weeks time to get instructions and furnish reply as to why the work order was issued on a rate which was 40.21% below the quoted rate. The matter was then adjourned to 28.04.2025.

- 16) A counter affidavit was filed by the respondent Nos. 1 to 5 on 25.4.2025 without answering the query posed by the court in specific terms in its order dated 08.04.2025.
- 17) On 28.04.2025 this Court, therefore, asked the Advocate General to file supplementary affidavit with specific answer to the query posed by the Court. The matter was again adjourned by a week. On 3.5.2025 such additional affidavit was filed by them. It was next listed on 06.05.2025 and on the ground that the Advocate General was not available, it was adjourned by a week.
- 18) Subsequently, it was listed on 27.05.2025 and at the request of the petitioner it was adjourned to 05.11.2025.
- 19) When the matter was listed on 01.12.2025, it was noticed that there was no notice issued till then to the respondent No. 6 and the petitioner was directed to take steps for effecting service of notice upon the respondent No.6.
- 20) Though the matter was listed on 11.12.2025 it was noticed that the respondent no.6 was not served and so it was adjourned to 20.01.2026.
- 21) On that date the counsel appeared for the respondent no.6 and sought time to file counter affidavit. The matter was then adjourned to 23.02.2026.
- 22) On 23.2.2026, counsel for the State stated that the work entrusted to respondent no.6 was not yet completed though the work had to be completed before 13.6.2025, which was already more than 7 months from the date fixed for completion of the work.

23) So he was directed by this Court to produce the measurement book indicating the extent of work done by the private respondent by 13.6.2025 along with accompanying affidavit of concerned Head of Department and any other supporting material regarding the delay in execution of work by him. The matter was adjourned to 26.02.2026.

24) On that date, the court noticed that its direction given on 23.02.2025 was not complied with and adjourned the matter to 02.03.2026. On 27.2.2026, they filed another additional affidavit.

25) On that date, the matter was heard and judgment was reserved.

The stand of respondents 1 to 5 in the first counter affidavit dt.25.4.2025:

26) In the counter affidavit dated 25.04.2025 filed by the respondent Nos. 1 to 5 it is contended by the respondents that the petitioner was having two class of enlistment in Class-IV(A) in PWD(R&B), Government of Tripura issued on 06.01.2023 and another enlistment in Class-1(A) category under PWD(R&B), Government of Assam issued on 25.11.2024 and within a span of 1 year 11 months the enlistment of petitioner made a meteoric jump from Class-IV(A) to Class-I(A). It was also stated that the petitioner failed to submit relevant working experience in Class-III/II category leading to Class-I. It was stated that in view of this above suspicion and also the complaint lodged by the respondent no.6, the status of enlistment of the petitioner was verified and it was treated as non-responsive (informal) and also as the rate quoted by him was very poor and abnormally low.

27) While admitting that the 2nd lowest tenderer's quotation was also 40.21% below estimated cost based on Schedule of Rates-2023, and that it's capacity of resource mobilization and estimated cost was also poor, but since

the nature of the work was simple like earth work, etc. and appeared to be viable and also considering the readily available men and machinery as well as the required resources at the disposal of the respondent no.6 and taking into account national importance, the bid of the respondent no.6 was accepted.

28) It was also stated that there was a national emergency considering that the country of Bangladesh was on the other side of Kailashahar and the said country started raising and strengthening their embankment which was posing serious threat to the existence of people of Kailashahar through anticipated submergence in the ensuing rainy season.

29) It was alleged that within the span of 15 days prior to the filing of the counter affidavit, more than 50% of the total work had been executed satisfactorily to uphold the decision in view of the national importance of the work.

30) It was stated that the total work was likely to be completed well before the stipulated period for completion of work provided no uncalled for hindrance arises.

31) Reference is also made to one of the terms in the tender which permit the competent authority not to accept the lowest or any other tender reserving to it the right to reject any or all the tenders received without assigning any reason.

32) One other reason also mentioned i.e., that possessing registration by a individual contractor in two different classes i.e. Class-IV(A) in the State of Tripura and Class-I(A) in the State of Assam is contrary to certain provisions contained in the Rules for Enlistment of Contractors as per CPWD.

The stand of respondent no.1 to 5 in the additional counter affidavit dt.3.5.2025:

33) Thereafter, an additional affidavit was filed on 03.05.2025 by respondent Nos. 1 to 5.

34) Firstly it was reiterated that though the quoted rate was 40.21% below the Schedule of Rates of 2023 by the respondent no.6 was also poor but resourcefulness of the respondent no.6 could neutralize the negative impact. Quoting of poor rate was not at all desirable and wholesome which vitiates the working environment and departmental watch and ward warrants to remain extra vigilant and need of the hour was to evolve an administrative mechanism to curb such a tendency to nip in the bud such discouraging activities.

35) It was again reiterated that the petitioner did not produce proof of completion of works in Class-III/II or even in Class-I category though he had submitted the letter dated 05.03.2025 of the Additional Chief Engineer, PWD(R&B), Government of Assam.

36) The justification of alleged national emergency was again pleaded.

37) The 4th respondent even wrote a letter on 02.05.2025 (Annexure-R/5) assuring the 3rd respondent that the entire work will be completed well before the target date of completion, i.e. 12.06.2025.

The stand of respondent no.6:

38) The respondent no.6 filed his counter affidavit on 20.02.2026.

39) In para 4 of the counter affidavit, it stated that by then it had completed only 71% of the work, i.e. by 20.02.2026 only 71% of the work could be completed though the entire work was to be completed before 12.06.2025.

40) The other contentions of the respondent Nos. 1 to 5 were also adopted by the respondent no.6.

41) There is also reference to the Rules for Enlistment of Contractors in CPWD, 2021 which states in Clause 6.1.4 that a contractor is permitted to have enlistment in more than 1 category but not in more than one class in the same category.

The third affidavit of respondents 1 to 5 filed in 27.2.2026:

42) When this court asked the respondent Nos. 1 to 5 to inform about the status of progress of work, the respondent Nos. 1 to 5 filed a counter affidavit on 27.02.2026 stating for the first time that during the stipulated period of 90 days work, i.e. 13.03.2025 and 12.06.2025, the respondent no.6 had executed only 36.36% of work. It is also stated that time extension had been granted to the respondent no.6 several times and that even till date the work is not completed.

43) Reference is also made to sudden change in the Government in the country of Bangladesh in August, 2024 and it is stated that thereafter social and political environment along the international border fencing became volatile and that Bangladesh without any notice started raising embankment in their side and that is why the work was taken up.

44) It is admitted in para 8 of this counter affidavit that multiple times, extension had been granted to respondent no.6 to complete the work from 23.6.2025 to 31.3.2026.

The consideration by the Court:

45) The scope of judicial review in the matters relating to award of tenders by State/Instrumentalities of the State was elaborately considered in ***Tata Cellular v. Union of India***¹ and the Supreme Court had held:

“The duty of the court is to confine itself to the question of legality. Its concern should be:

- 1. Whether a decision-making authority exceeded its powers,*
- 2. committed an error of law,*
- 3. committed a breach of the rules of natural justice,*
- 4. reached a decision which no reasonable tribunal would have reached or,*
- 5. abused its powers.*

“Therefore, it is not for the Court to determine whether a particular policy or particular decision taken in the fulfilment of that policy is fair. It is only concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case. Shortly put, the grounds upon which an administrative action is subject to control by judicial review can be classified as under:

- (i) Illegality: This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it;*
- (ii) Irrationality, namely, Wednesbury unreasonableness.*
- (iii) Procedural impropriety.*

The above are only the broad grounds but it does not rule out addition of further grounds in course of time.”

46) Explaining the same, the Supreme Court stated in ***Asia Foundation & Construction Ltd. v. Trafalgar House Construction (I) Ltd.***² , :

¹ (1994) 6 SCC 651

“10. Therefore, though the principle of judicial review cannot be denied so far as exercise of contractual powers of government bodies are concerned, but it is intended to prevent arbitrariness or favouritism and it is exercised in the larger public interest or if it is brought to the notice of the court that in the matter of award of a contract power has been exercised for any collateral purpose.”

(emphasis supplied)

47) In ***Michigan Rubber (India) Ltd. v. State of Karnataka***³, this was again reiterated in the following terms:

“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;

² (1997) 1 SCC 738, at page 746

³ (2012) 8 SCC 216, at page 228 :

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

24. *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”?* and

(ii) *Whether the public interest is affected?”*

48) In ***Municipal Corpn., Ujjain v. BVG India Ltd.***⁴, the Supreme Court stated that the State has the right to refuse the lowest or any other tender, provided that it tries to get the best person or the best quotation. It held that where there is irrationality or arbitrariness, judicial review is permissible.

⁴ (2018) 5 SCC 462 : (2018) 3 SCC (Civ) 291, at page 475

49) Keeping in mind these settled principles, we shall consider the matter.

50) We have noticed the contentions of the parties in the pleadings filed. The admitted fact is that the petitioner was the L1 bidder and the respondent no.6 was the L2 bidder. The petitioner's bid was 52.89% below the estimated cost while the respondent no.6's bid was 40.21% below the estimated cost. If the State had accepted the bid of the petitioner and awarded the work to him, the State would have undoubtedly have saved Rs.83,50,207/- which was the difference in the financial bid between that of the petitioner and the respondent no.6. The respondent no.6's quotation was Rs.83,50,207/- more than that of the petitioner. Undoubtedly, acceptance of the bid of the petitioner by the respondents would have caused considerable saving to the public exchequer.

51) The questions to be considered are:

“Is the process adopted by respondents 1 to 6 for awarding work to the respondent no.6 (L2 tenderer), instead of the petitioner(L1 tenderer) proper and justified and in public interest?”

52) Admittedly, both the petitioner and respondent no.6 had quoted much below the estimated cost as per the Schedule of Rates-2023.

53) In the second counter affidavit dt.3.5.2025 filed by respondent nos. 1 to 5 it is stated:

“trend of quoting of poor rate was not at all desirable and wholesome which vitiates the working environment and departmental watch and ward warrants to remain extra vigilant and need of the hour was to evolve an administrative mechanism to curb such a tendency to nip in the bud such discouraging activities.” (at para 2 page 5)

54) If this was the thinking of respondents 1 to 5, they could as well have cancelled the tender dt.31.1.2025 and issued a fresh tender. But they did not do so. Thus they acted arbitrarily.

55) Next, we shall consider whether the rejection of petitioner's tender was on valid grounds.

56) Admittedly, the tender condition required a tenderer to have a Class-1(A) contractor's registration, but it did not insist that such a registration should be in the State of Tripura only.

57) Thus, persons like petitioner having Class-1(A) contractor registration in other States, such as Assam, were also eligible and not disqualified.

58) Admittedly, along with its bid, the petitioner had submitted a certificate dated 25.11.2024 issued by the Additional Chief Engineer, PWD(R&B), Assam that he possesses Class-1(A) category contractor's registration in that State. The 3rd respondent had even verified the same from the office of the Additional Chief Engineer, PWD(R&B), Assam and the latter had written on 10.03.2025 that the Class-1(A) registration of the petitioner had been renewed on 25.11.2024 and that it is genuine and valid and he can be considered for participating in tender process.

59) There is thus no scope for any doubt being entertained by the respondent Nos. 1 to 5 as to the petitioner being a Class-1(A) contractor.

60) Even if the CPWD Rules for Enlistment of Contractors, 2021 did say that a contractor is permitted to have enlistment in more than one category but not in more than one class in the same category, obviously this is not being

rigidly followed because the State of Assam had given him Class 1(A) contractor's registration.

61) There is also no prohibition in the tender that a person having registration in more than one class in the same category is ineligible. Obviously reliance on this Rule by the respondent Nos. 1 to 5 is a clear afterthought to somehow or the other justify the disqualification of the petitioner. So the decision to reject the tender of petitioner is arbitrary and unreasonable and violates Art.14 of the Constitution of India.

62) We shall now proceed to consider whether or not such action was taken by respondents 1 to 5 because of bias/favoritism towards respondent no.6 and malafide.

63) In counter affidavit dt.3.5.2026 at page 7 para 2 respondents 1 to 5 stated that because of alleged extreme National emergency, to protect the people of Kailashshahar, the respondent no.6 was chosen. We shall now examine the veracity of this plea.

64) The town of Kailashahar where the work is to be executed is no doubt adjacent to the neighboring country Bangladesh.

65) As per para 10 of the counter affidavit dt. 27.02.2026 filed by respondents 1 to 5, it is alleged that the situation changed in the country of Bangladesh in August, 2024 i.e. *much before* the tender was issued in the subject matter on 31.01.2025.

66) For 5 months after the situation changed, the respondents 1 to 5 did not see any urgency/emergency. The work was awarded to the respondent no.6 under the work order dt. 13.03.2025 after accepting the respondent no.6's bid under Letter of Acceptance dt. 11.03.2025.

67) It is not as if there was a state of war existing between India and Bangladesh. Obviously the so called situation in Bangladesh, had no relevance to the decision taken with regard to the award of the subject tender to respondent no.6, and is being used to draw wool over the eyes of the Court and somehow justify the arbitrary and illegal decision to disqualify the petitioner and award the contract to the respondent no.6.

68) There is yet another aspect of the matter.

69) The respondent Nos. 1 to 5 in the initial counter affidavit filed by them on 25.04.2025 made a false averment that within the previous 15 days from that date, more than 50% of the total work had been executed satisfactorily by the respondent no.6.

70) But this is contradicted by the statement in their additional affidavit dt. 27.02.2026 (in para 6) that only 36.36% of the work was completed during the stipulated 90 days period of the work, i.e. between 13.03.2025 to 12.06.2025.

71) Again in para 9 of the additional affidavit dt.27.2.2026 filed by respondents 1 to 5, it was stated that only 750m out of 4.5 km remains to be done i.e., 83.56% work was completed.

72) But the respondent no.6, in para 4 of the counter affidavit filed by it on 20.2.2026 has stated that by then, it had completed only 71% of the work could be completed, though the entire work was to be completed before 12.06.2025.

73) Thus brazenly the respondents 1 to 5 had chosen to mislead this Court by giving a false impression as to the amount of work executed by

respondent n.6 to justify their illegal and arbitrary action in favoring the respondent no.6 over the petitioner.

74) Also though the respondent no.6 had not been working efficiently and had not completed the allotted work by 13.6.2025, and had not completed the work even by March, 2026, admittedly no action to terminate it's contract had been initiated by respondents 1 to 5.

75) Instead they admitted in their affidavit dt.27.2.2026 that they had repeatedly given extensions from 23.6.2025 till 31.3.2026.

76) This shows the extent to which they went out of the way to favor the respondent no.6.

77) Moreover, the plea of possible emergency occurring in the ensuing monsoon season might cause danger to residents of Kailashhar is also false as no such danger admittedly materialised during the monsoon season of 2025 to them though the respondent no.6 hardly did any work by 13.6.2025.

78) In fact the respondents 1 to 5 jeopardized public interest because such delays in execution of work would inevitably result in escalation of cost, negating any financial gain to the State and they also enrich respondent No.6 substantially.

79) This shows how they acted without bonafides and contrary to public interest by awarding the work to the incompetent and inefficient entity like respondent no.6, which had miserably failed to execute the work in question within the time stipulated.

80) The facts narrated above thus demolish the stand of the respondents 1 to 5 that the resourcefulness of respondent no.6 was such that they believed that it could finish the work in the time of 3 months stipulated.

The stand of the respondents 1 to 6 in the first counter affidavit dt.25.4.2025 that “*the total work was likely to be completed well before the stipulated period for completion of work provided no uncalled for hindrance arises*” was thus proved, by later events, to be a mirage.

81) For all the aforesaid reasons, this Court is disposing of the Writ Petition by moulding the relief as under:

(i) The award of the work to the respondent no.6 under the work order dt. 13.03.2025 issued by respondent No.4 is declared as arbitrary, unreasonable and on account of bias/favouritism towards the respondent no.6;

(ii) The rejection of the tender of the petitioner by respondents 1 to 6 is *mala fide* and wholly unjustified apart from being arbitrary, unreasonable and violative of Article 14 of the Constitution of India;

(iii) The respondents are directed to forthwith cancel the work order dt.13.03.2025 issued by the 4th respondent to the respondent no.6 and blacklist the respondent no.6 for future contracts for one year.

(iv) The respondent Nos. 1 to 5 shall also pay costs of Rs.50,000/- to the petitioner.

82. The Writ Petition is accordingly disposed of.

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

(BISWAJIT PALIT, J)

(M.S. RAMACHANDRA RAO, CJ)