



2026:CGHC:8766-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 577 of 2026

Amar Karam Logistics LLP Having Its Registered Office of Shop No. 8, Nagar, Nigam Commercial Shop. Telibandha, Raipur (C.G.) Through The Partner Abhishek Chatteraj S/o Late Abhijit Chatteraj Aged About 35, Years R/o H. No. 10, Block -05, Galf Green Colony, Sejbahar Beside Avinash Smart City Raipur (C.G.)

... **Petitioner**

versus

1 - State of Chhattisgarh Through The Secretary, Food Civil Supplies And Consumer Protection Department , Mahanadi Bhawan, Nawa Raipur Atal Nagar, (C.G.)

2 - Managing Director, Chhattisgarh State Civil Supplies Corporation Block No. 7, A, Second Floor, Office Complex Sector- 24, Nawa Raipur Atal Nagar, (C.G.)

3 - Collector, Dhamtari , District- Dhamtari (C.G.)

4 - District Manager Chhattisgarh State Civil Supplies Corporation Dhamtari (C.G.)

... **Respondents**

 For Petitioner : Mr. Tanuj Patwardhan, Advocate
 For Respondents/State : Mr. Prasun Bhaduri, Dy. Advocate General
 For Respondents/CSCSC : Mr. Animesh Tiwari, Advocate

Hon'ble Mr. Ramesh Sinha, Chief Justice
Hon'ble Mr. Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

19.02.2026

1. Heard Mr. Tanuj Patwardhan, learned counsel for the petitioner.

Also heard Mr. Prasun Bhaduri, learned Deputy Advocate General



appearing for the State/respondents and Mr. Animesh Tiwari, learned counsel, appearing for respondents/ Chhattisgarh State Civil Supplies Corporation.

2. The present petition has been filed by the petitioners under Article 226 of the Constitution of India, with the following prayers :-

“10.1 A writ and/or an order in the nature of appropriate writ do issue calling the records from the respondent authorities concerned pertaining to case of the petitioner for perusal of this Hon'ble Court, if thinks fit in the facts & circumstances of case.

10.2 A writ and/or an order in the nature of appropriate writ do directing the respondent authorities to declare the Petitioner as qualified and award the tender (NIT) to the Petitioner for handling services pertains to work compatible the porters with for unloading/loading/stacking/storing of food grains, sugar, etc. at supply centers/collection centers, and vice versa at places mentioned in the tender, at competitive rates for the stipulated work period of the Kharif marketing years 2025-26 and 2026-27 (from November 1, 2025 to October 31, 2027) of Dhamtari and Kurud in favor of the Petitioner.

10.3 A writ and/or an order in the nature of appropriate writ do directing the respondent authorities to strictly adhere to letter of law and follow the statutory provisions while handling the case of petitioners, in the interest of justice.

10.4 Cost of the proceedings.

10.5 Any other writs and directions that may be deemed fit and just in the facts & circumstances of case.”

3. Mr. Tanuj Patwardhan, learned counsel for the Petitioner vehemently argued that the Petitioner is a duly registered and eligible entity engaged in providing handling and logistics services



and has extensive experience in similar government contracts. He further argued that pursuant to the Notice Inviting Tender dated 07.10.2025 issued by Respondent No.2 for appointment of contractors for unloading, loading, stacking, weighing, stitching and allied handling services for food grains and other commodities for the Kharif Marketing Years 2025–26 and 2026–27 (01.11.2025 to 31.10.2027), the Petitioner submitted bids for Kurud, Dhamtari, Akaltara, Basantpur and Raigarh after strictly complying with all eligibility criteria and tender conditions. Upon opening of the technical bids on 04.12.2025, the Petitioner was declared technically qualified for Akaltara, Basantpur and Raigarh on the basis of the same set of documents, but was disqualified for Kurud and Dhamtari on three grounds reflected on the portal, namely: (i) absence of signature on the photograph on page 19 of the tender form, (ii) absence of receipt of the tender amount, and (iii) failure to upload a copy of the corrigendum. The Petitioner immediately submitted detailed explanations along with supporting documents on 05.12.2025 through the prescribed online portal; however, no response or decision has been communicated by the Respondents till date.

4. It is further submitted by Mr. Patwardhan that the grounds of disqualification are hyper-technical, arbitrary and contrary to the spirit of the tender conditions. The tender form bore the organization's seal, authorized signature and notarial verification at the designated place on the same page where the photograph



was affixed; therefore, insistence on a separate signature on the photograph is unwarranted and amounts to a purely technical objection causing grave prejudice. With regard to the tender fee, the Petitioner transferred Rs. 1,00,000/- each for Kurud and Dhamtari online on 05.11.2025 (UTR Nos. 530900154216 and 530900154419), the details of which were clearly mentioned in the list of documents and substantiated by bank statements. In online transactions, no separate receipt is issued, and the payment stands verifiable from official banking records. The Respondents' action in disqualifying the Petitioner for two locations, while accepting the same documents for three others, reflects non-application of mind and arbitrariness, thereby violating the principles of fairness, transparency and equality enshrined under Articles 14, 19(1)(g), 21 and 300A of the Constitution of India. The State, being an instrumentality under Article 12, is bound to act reasonably and in adherence to its own tender conditions, and any deviation therefrom vitiates the tender process. He lastly submits that the Petitioner has been unjustly deprived of a fair opportunity despite full compliance and is therefore constrained to seek intervention of this Hon'ble Court under its writ jurisdiction.

5. On the other hand, Mr. Aminesh Tiwari, learned counsel appearing for the respondents/Chhattisgarh State Civil Supplies Corporation, opposed the writ petition and submitted that pursuant to the Notice Inviting Tender dated 07.10.2025 issued by Respondent No. 2 for appointment of contractors for unloading, loading, stacking,



weighing, stitching and allied handling services for food grains and other commodities for the Kharif Marketing Years 2025–26 and 2026–27 (01.11.2025 to 31.10.2027), the Petitioner had submitted bids for five locations, namely Kurud, Dhamtari, Akaltara, Basantpur and Raigarh. Upon technical evaluation, the Petitioner was declared technically qualified for Akaltara, Basantpur and Raigarh; however, he was disqualified for Kurud and Dhamtari. It is further submitted that in the present writ petition, the Petitioner has chosen to challenge the rejection pertaining to only one tender, despite the fact that the tender conditions were identical, though issued under different NIT numbers, and the grounds of rejection were similar in nature.

6. Mr. Tiwari further submitted, on the basis of instructions received, that the principal ground for rejection of the bids for Kurud and Dhamtari was non-verification of the Earnest Money Deposit (EMD). During scrutiny of the tender documents, the Evaluation Committee was unable to verify whether the EMD amount had actually been deposited, as the Petitioner did not furnish complete transaction details. It is contended that although the Petitioner asserted that the EMD had been deposited through RTGS, the uploaded documents did not contain the requisite transaction particulars such as transaction reference number, date and time of transfer, beneficiary account details, and confirmation reflecting successful credit to the Corporation's account. Instead, only a cheque number was mentioned in the documents, which created



ambiguity regarding the mode and completion of payment. In contrast, other bidders had furnished complete transaction details clearly indicating the mode of transfer, UTR number, beneficiary details, and proof of successful remittance, enabling proper verification by the Committee. In absence of such verifiable details from the Petitioner, the Committee, in adherence to the tender conditions and in order to maintain transparency and uniformity in evaluation, rejected the bids for the said two locations. It is thus submitted that the decision was taken strictly in accordance with the tender terms and does not suffer from arbitrariness or mala fides.

7. We have heard learned counsel for the parties and perused the impugned orders and the material available on record.
8. The law with respect to interference in tender matters is limited to certain extent as has been considered by the Hon'ble Supreme Court in the matter of ***Banshidhar Construction Pvt. Ltd. v. Bharat Coking Coal Ltd. & Others***, {Civil Appeal No. 11005 of 2024, decided on 04.10.2024}, taking note of the decisions rendered in various other celebrated judgments, observed as under:

“21. There cannot be any disagreement to the legal proposition propounded in catena of decisions of this Court relied upon by the learned counsels for the Respondents to the effect that the Court does not sit as a Court of Appeal in the matter of award of contracts and it merely reviews the manner in which the decision was made; and that the Government and its instrumentalities



must have a freedom of entering into the contracts. However, it is equally well settled that the decision of the government/ its instrumentalities must be free from arbitrariness and must not be affected by any bias or actuated by malafides. Government bodies being public authorities are expected to uphold fairness, equality and public interest even while dealing with contractual matters. Right to equality under Article 14 abhors arbitrariness. Public authorities have to ensure that no bias, favouritism or arbitrariness are shown during the bidding process and that the entire bidding process is carried out in absolutely transparent manner.

9.22. At this juncture, we may reiterate the well-established tenets of law pertaining to the scope of judicial intervention in Government Contracts.

*23. In **Sterling Computers Limited vs. M/s. M & N Publications Limited and Others**¹, this Court while dealing with the scope of judicial review of award of contracts held: -*

“18. While exercising the power of judicial review, in respect of contracts entered into on behalf of the State, the Court is concerned primarily as to whether there has been any infirmity in the “decision making process”. In this connection reference may be made to the case of Chief Constable of the North Wales Police v. Evans [(1982) 3 All ER 141] where it was said that: (p. 144a)

“The purpose of judicial review is to ensure that the individual receives fair treatment, and not to ensure that the authority, after according fair treatment, reaches on a matter which it is authorised or enjoined by law to decide for itself a conclusion which is correct in the eyes of the court.”

By way of judicial review the court cannot examine the details of the terms of the contract which have been entered into by the public bodies or the State. Courts have inherent limitations on the scope of any such enquiry. But at the same time as was said by the House of Lords in the aforesaid case, Chief Constable of the North Wales Police v. Evans

¹ (1993) 1 SCC 445



[(1982) 3 All ER 141] the courts can certainly examine whether “decision-making process” was reasonable, rational, not arbitrary and violative of Article 14 of the Constitution.”

24. In *Tata Cellular vs. Union of India*², this Court had laid down certain principles for the judicial review of administrative action.

“94. The principles deducible from the above are:

(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. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

*(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*.*

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure. Based on these principles we will examine the facts of this case since they commend to us as the correct principles.”

² (1994) 6 SCC 651



25. It has also been held in **ABL International Limited and Another vs. Export Credit Guarantee Corporation of India Limited and Others**³, as under: -

“53. From the above, it is clear that when an instrumentality of the State acts contrary to public good and public interest, unfairly, unjustly and unreasonably, in its contractual, constitutional or statutory obligations, it really acts contrary to the constitutional guarantee found in Article 14 of the Constitution.”

26. In **Jagdish Mandal vs. State of Orissa and Others**⁴, this Court after discussing number of judgments laid down two tests to determine the extent of judicial interference in tender matters. They are: -

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

27. In **Mihan India Ltd. vs. GMR Airports Ltd. and Others**⁵, while observing that the government contracts granted by the government bodies must uphold fairness, equality and rule of law while dealing with the contractual matters, it was observed in Para 50 as under: -

“50. In view of the above, it is apparent that in government contracts, if granted by the government bodies, it is expected to uphold fairness, equality and rule of law while dealing with contractual

3 (2004) 3 SCC 553

4 (2007) 14 SCC 517

5 (2022) SCC OnLine SC 574



matters. Right to equality under Article 14 of the Constitution of India abhors arbitrariness. The transparent bidding process is favoured by the Court to ensure that constitutional requirements are satisfied. It is said that the constitutional guarantee as provided under Article 14 of the Constitution of India demands the State to act in a fair and reasonable manner unless public interest demands otherwise. It is expedient that the degree of compromise of any private legitimate interest must correspond proportionately to the public interest.”

28. It was sought to be submitted by the learned Counsels for the Respondents relying upon the observations made in **Central Coalfields Limited and Another vs. SLL-SML (Joint Venture Consortium) and Others⁶**, that whether a term of NIT is essential or not is a decision taken by the employer which should be respected. However, in the said judgment also it is observed that if the employer has exercised the inherent authority to deviate from the essential term, such deviation has to be made applicable to all the bidders and potential bidders. It was observed in Para 47 and 48 as under:-

“47. The result of this discussion is that the issue of the acceptance or rejection of a bid or a bidder should be looked at not only from the point of view of the unsuccessful party but also from the point of view of the employer. As held in Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] the terms of NIT cannot be ignored as being redundant or superfluous. They must be given a meaning and the necessary significance. As pointed out in Tata Cellular [Tata Cellular v. Union of India, (1994) 6 SCC 651] there must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision-making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour someone or a decision “that no responsible authority



acting reasonably and in accordance with relevant law could have reached” as held in Jagdish Mandal [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] followed in Michigan Rubber [Michigan Rubber (India) Ltd. v. State of Karnataka, (2012) 8 SCC 216].

48. Therefore, whether a term of NIT is essential or not is a decision taken by the employer which should be respected. Even if the term is essential, the employer has the inherent authority to deviate from it provided the deviation is made applicable to all bidders and potential bidders as held in Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] . However, if the term is held by the employer to be ancillary or subsidiary, even that decision should be respected. The lawfulness of that decision can be questioned on very limited grounds, as mentioned in the various decisions discussed above, but the soundness of the decision cannot be questioned, otherwise this Court would be taking over the function of the tender issuing authority, which it cannot.”

10. Upon considering the pleadings, materials on record including the NIT documents, uploaded submissions by the Petitioner, and the submissions of learned counsel for both sides, this Court finds that the tender process was governed by clear and objective conditions, including the requirement for proper verification of EMD payment. The responsibility to provide complete transaction details rested with the bidder. The Petitioner’s claim that payment was made via RTGS is not substantiated by adequate documentary evidence, as required under the NIT, to enable verification by the Evaluation Committee. Mere assertion of payment or reference to a cheque number is insufficient to



establish compliance. The Petitioner was technically qualified for other locations on the basis of the same set of documents; however, the conditions for verification of EMD and other tender formalities were applied uniformly across all bids, and the rejection for Kurud and Dhamtari does not indicate arbitrariness or mala fide intent.

11. The Court cannot substitute its own evaluation for that of the tender evaluation Committee, which had applied objective criteria uniformly and in accordance with the tender documents. The Petitioner's grievance essentially relates to assessment of compliance and documentary verification, which are not amenable to judicial review unless there is a clear case of mala fide, arbitrariness or violation of statutory provisions. No evidence is placed on record to show that the Committee acted with discriminatory intent or departed from prescribed tender norms. The Petitioner's contentions regarding signature on photograph, corrigendum, or minor technicalities do not demonstrate sufficient legal infirmity to warrant interference.
12. In view of the above, the Court is satisfied that the tender evaluation process was conducted in accordance with the prescribed rules and conditions, and the Petitioner's disqualification for Kurud and Dhamtari cannot be held to be arbitrary or illegal. No violation of Articles 14, 19(1)(g), 21 or 300A of the Constitution is made out. The Court further notes that writ jurisdiction cannot be invoked to correct alleged minor



discrepancies in a competitive tender or to direct award of contract in favor of a bidder who fails to comply with objective procedural requirements.

13. For the reasons stated above, the writ petition is devoid of merit and is hereby **dismissed**. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice