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W.P. No.10759/2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	Pronounced on
20.04.2026	30.04.2026

CORAM

THE HONOURABLE MR. JUSTICE M.DHANDAPANI

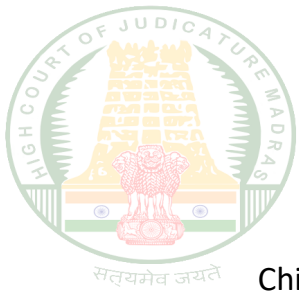
**W.P. NO. 10759 OF 2026
AND
W.M.P. NOS. 11682 & 11683 OF 2026**

Megha Engineering & Infrastructures Ltd.
Rep. By its Authorised Representative
Mr.Ashok Reddy
S-2, Technocrant Industrial Estate
Balangar, Hyderabad
Telengana 500 037.

.. Petitioner

- Vs -

1. Government of Tamil Nadu
Rep. By its Secretary
Ministry of Municipal Administration,
Urban & Water Supply
Secretariat, Chennai 600 009.
2. Tamil Nadu Urban Infrastructure Financial
Services Ltd. Rep. By its Chairman &
Managing Director, TNIIFSL Towers
2nd Floor, Block H-1, 3rd Avenue
Anna Nagar East, Chennai 600 102.
3. Chennai Metropolitan Water Supply
& Sewerage Board, rep., by its
Managing Director, Pumping Station Road



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Chintadripet, Chennai 600 002.

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4. VA TECH WABAG Limited
Rep. By its Authorised Signatory
WABAG HOUSE, No.17
200 Feet Thoraipakkam – Pallavaram
Main Road, Sunnambu Kolathur
Chennai 600 117, Tamil Nadu.
5. GKC Projects Pvt. Ltd.
Rep. By its Director
Sy. No.9 (P), CII Green Building Lane
HITEC City, Kondapur, Hyderabad
Telengana, India 500 084.
6. Sri Venkatachalapathy Constructions
Pvt. Ltd. Rep. By its Director
A1, 1A, Plaza Tranquil Acres
200 Feet Road, Kovilambakkam
Chennai 600 129.
7. M/s.Vedha Enterprises
Chinna Metupalayam 2nd Street
No.11, Vedha Enterprises
Thiruvallur 600 019.

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying this Court to issue a writ of certiorari calling for the entire records relating to the Tender No.CNT/WSS/ICB/ADB/001/2025-26 and the BOQ Summary dated 09.03.2026 issued by the 3rd respondent and quash the same as being arbitrary, illegal and contrary to the tender conditions.

For Petitioner : Mr. V.Vijay Narayan, SC, for
M/s.Vignesh K



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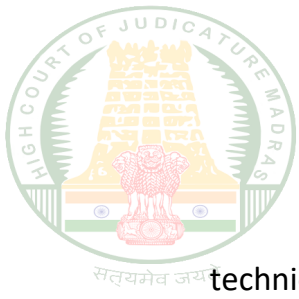
For Respondents : Mr. Neeraj Kumar for R-4
Mr. Krishna Ravindran for R-3
Dr. T.Sreenivasan, Spl. GP for R-1
No Appearance for RR-5 to 7

ORDER

Aggrieved by the order in and by which the bid submitted by the 4th respondent has been accepted by the 3rd respondent in relation to the tender floated for the purpose of undertaking the project 'Chennai Ring Main Project', the present petition has been filed by the petitioner.

2. It is the case of the petitioner that pursuant to the tender notification issued, in which the 2nd respondent was to serve as the executing agency and the 3rd respondent was to function as the implementing agency, the petitioner, along with four other entities participated in the tender process. The petitioner, in joint venture with JWIL Infra Ltd. (for short 'JWIL'), the 4th respondent, in joint venture with respondents 5 and 6, Larsen & Toubro Ltd., Nagarjuna Construction Company Ltd. and Eco Protection Engineers Pvt. Ltd., participated in the bid process.

3. It is the further case of the petitioner that the 4th respondent submitted its bid showing the 7th respondent as their sub-contractor to qualify for one of the

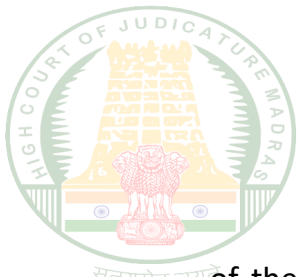


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technical eligibility for the purpose of construction of pipe carrying bridges of a particular length in a single contract for water supply project in urban area. To establish the said qualification, the 4th respondent had furnished the certificate of the 7th respondent, viz., its sub contractor dated 31.01.2026, which was alleged to have been issued by JWIL. By letter dated 10.2.2026, when the 3rd respondent called upon the petitioner to clarify the contents of the performance certificate issued by JWIL to the 7th respondent, JWIL, vide its letter dated 12.02.2026, denied having issued the said certificate; rather disowned the said certificate by stating that it was not issued by an authorised person of their company and further requested the 3rd respondent not to place any reliance on the said certificate.

4. Further, JWIL also issued show cause notice to the 7th respondent calling upon it to desist from using the said certificate and to immediately withdraw the same and to the said letter dated 12.02.2026, the 7th respondent, vide its reply dated 13.02.2026, had admitted that its staff, without the knowledge and approval of the Management had created and submitted the fabricated certificate and further admitted that it has not obtained any certificate pertaining to pipe carrying bridges from any authorised representative of JWIL. On receipt



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of the said communication from the 7th respondent, JWIL addressed a detailed representation to the 3rd respondent bringing to its notice Clause 3 of the Instructions to Bidders (for short 'ITB') which clearly defines 'fraudulent practice' committed by the 4th respondent and further submitted that such conduct constitutes an integrity violation and, therefore, called upon the 3rd respondent to take action against the 4th respondent and its joint venture by rejecting its bid.

5. In spite of the categorical admission made by the 7th respondent that the certificate produced by the 4th respondent, was fabricated and not issued by JWIL, the 3rd respondent did not take effective steps to reject the bid and instead the 3rd respondent issued the BOQ summary. It is the further averment of the petitioner that the 3rd respondent ought to have disqualified the 4th respondent from further participating in the tender as its bid is in clear violation of clause 3.1 (a)(ii) of Volume-I of ITB. It is the further averment of the petitioner that the reliance placed on the fabricated experience certificate for satisfaction of eligibility criteria strikes at the very root of the tender process and vitiates the fairness and transparency in the evaluation process and renders the bid liable for outright rejection.

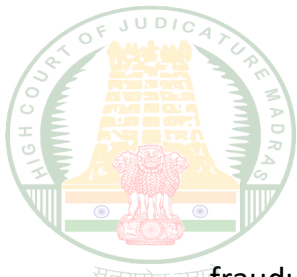


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6. It is the further averment of the petitioner that the act of the 3rd respondent in not rejecting the bid of the 4th respondent has seriously prejudiced the rights and interests of the other bidders, who have participated in the tender process in a fair and transparent manner. It is the further averment of the petitioner that the 4th respondent joint venture has been wrongly declared as technically qualified despite failing to satisfy the mandatory experience requirement and the 4th respondent has relied upon the experience of one of its sub contractors, M/s.Madras Switch Gear, which works pertain to works executed in rural area, whereas the tender in the present case relates to urban area and, therefore, the eligibility condition itself is not satisfied. Therefore, the misrepresentation and fraudulent certificate submitted by the 4th respondent coupled with the ineligibility of the sub contractors have not been properly considered by the 3rd respondent, which vitiates the entire evaluation process aggrieved by which the present writ petition has been filed.

7. Learned senior counsel appearing for the petitioner submits that clause 3 provides that a fraudulent practice means any misrepresentation to obtain a financial benefit. It is the further submission of the learned senior counsel that the tender inviting authority shall reject a proposal if the bidder has engaged in



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fraudulent practice and clause 3.1 (d) provides that the tender inviting authority shall impose remedial actions, including declaring the bidder ineligible.

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8. It is the submission of the learned senior counsel, pointing out the above clauses in the tender document that any fraudulent act of misrepresentation leading to obtainment of financial benefit would render the bid invalid. In the present case, the 4th respondent had filed the document furnished by the 7th respondent, who is the sub contractor under the 4th respondent, with regard to experience certificate purported to have been issued by JWIL. However, the genuineness of the said certificate has been found to be false, as even the 7th respondent had accepted that the said document is fabricated. Such being the case, it is incumbent on the part of the 3rd respondent to have rejected the bid submitted by the 4th respondent. However, the 3rd respondent had accepted the bid of the 4th respondent by reasoning that even if the document submitted by the sub contractor, viz., the 7th respondent is fabricated, yet the other sub contractors, who have been identified and have joined with the 4th respondent for execution of the work are found to be true and genuine and, therefore, the document submitted in regard to the 7th respondent



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will not impede the consideration of the bid of the 4th respondent is grossly erroneous.

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9. It is the submission of the learned senior counsel that there is no provision in the tender document that provides for condoning the fraudulent practices of the bidder and the 4th respondent having filed fabricated documents provided by its sub contractor, viz., the 7th respondent, the 3rd respondent cannot ignore the fabricated documents and proceed with the other documents and evaluate the bid. It is the submission of the learned senior counsel that fraud vitiates everything and in the present case, the fabricated documents filed by the 4th respondent cannot be cured and, therefore, the bid of the 4th respondent deserves to be set aside.

10. It is the further submission of the learned senior counsel that the reliance placed upon a fabricated experience certificate to satisfy the eligibility criteria prescribed in the bid strikes at the root of the tender process and such conduct vitiates the fairness and transparency of the entire evaluation process and renders the bid of the joint venture of the 4th respondent liable to outright rejection.



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11. It is the further submission of the learned senior counsel that though the earlier experience certificate dated 16.5.2025 issued to the 7th respondent is genuine, however, the other experience certificate, purported to have been issued on 31.01.2026 is a fabricated document as it has been accepted and admitted by the 7th respondent and the said fraudulent document has to be considered in proper perspective to reject the bid of the 4th respondent.

12. It is the further submission of the learned senior counsel that it is well settled principle of law that fraud vitiates all solemn acts and the present bid, founded upon fraud is void ab initio, non-est in law and incapable of being cured or validated by any subsequent conduct. The submission of forged fabricated document in matter relating to public procurement through tender strikes at the integrity of the bidder and ridicules the tender process and the same entails rejection. Further, the fraudulent act relates to eligibility and is not a mere technical or procedural irregularity, which could be condoned and, therefore, the act of the 3rd respondent condoning the said act is perverse and unsustainable and, accordingly, prays for setting aside the order impugned herein.



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13. Per contra, learned counsel appearing for the 3rd respondent submitted that while submitting the bid before the 3rd respondent, the 4th respondent had included the 7th respondent as one of their sub contractors for a particular part of the technical eligibility and in addition, the 4th respondent, in its bid had proposed two sub contractors for the special nature of work, wherein one sub contractor, M/s.Madras Switch Gears Pvt. Ltd. Qualified for the technical eligibility.

14. It is the further submission of the learned counsel that even in the letter of JWIL dated 12.02.2026, it has been stated that the certificate, which has been submitted by the 7th respondent, has not been issued by an authorised person of the company and, therefore, requested not to place reliance on the same. It is the further submission of the learned counsel that due to the aforesaid position, the 3rd respondent did not consider the said certificate while carrying out the technical evaluation of the 4th respondent and the entire issue attained a quietus. However, the allegation that the certificate was forged and amounts to fraudulent practice, as put forth by the petitioner, is grossly erroneous as the genuineness of the certificate has not been put in issue by JWIL; rather, JWIL has only stated that the person issuing the certificate was not duly authorised to issue the said certificate.



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15. It is the further submission of the learned counsel that even the show cause notice of JWIL clearly indicate that the said certificate was issued by JWIL, but it has not been issued by the authorised person, which is not within the purview and knowledge of the 3rd respondent. Therefore, the claim of the certificate being fraudulent put forth by the petitioner cannot be countenanced in view of the show cause notice of JWIL.

16. It is the further submission of the learned counsel that even the show cause notice of JWIL clearly shows that the said certificate submitted by the 7th respondent does not correctly and properly represent the work carried out for the said project, which only shows that the certificate might not have been issued by a person, who was well versed with the operations of JWIL, which only shows certain internal issues of JWIL, which are not within the concern of the 3rd respondent.

17. It is the further submission of the learned counsel that there is iota of evidence to show collusion of 4th, 5th and 6th respondents in the fabrication and submission of false certificate. Therefore, clause 3 of ITB relating to fraudulent



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practice does not stand attracted in the present case. It is the further submission of the learned counsel that the 4th respondent's bid was not qualified based on the certificate submitted by the 7th respondent; rather it was qualified on the basis of an experience certificate of another sub contractor, viz., M/s.Madras Switch Gears Pvt. Ltd. Therefore, there is no infraction or relaxation of any of the provisions of the tender conditions.

18. It is the further submission of the learned counsel that with a view to ensure that the work is properly undertaken, the certificate submitted by the 7th respondent was not taken into consideration and the experience certificate of another sub contractor was considered and accepted and there being no evidence of collusion of respondents 4 to 6 with the 7th respondent with regard to fabricating false document, there is no intent on the part of respondents 4 to 6 and, therefore, there arises no need for having any provision in the tender document relating to relaxation and rightly appreciating all the documents the bid was held in favour of the 4th respondent, which does not require any interference by this Court.



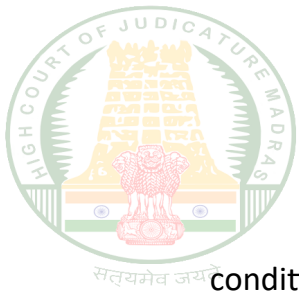
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19. Learned counsel appearing for the 4th respondent submitted that the tender accepting authority, after properly analysing all the documents relating to technical qualification of the 4th respondent and its joint venture partners had held the 4th respondent as the successful bidder and had issued the Letter of Acceptance dated in favour of the 4th respondent.

20. It is the further submission of the learned counsel that the writ petition is wholly misconceived and is liable to be dismissed in limine as the petitioner, being an unsuccessful bidder, has approached this Court with unclean hands by suppressing material facts and had only selectively relied upon correspondence, with the sole objective of stalling a public tender process. Further, it is submitted that the writ petition is also not maintainable in view of the availability of alternative efficacious remedy u/s 11 of the Tamil Nadu Tender Transparency Act, which should have been invoked by the petitioner and the petitioner ought not to have invoked the extraordinary jurisdiction of this Court.

21. It is the further submission of the learned counsel that the scope of judicial review in tender matters is extremely limited and in the absence of manifest arbitrariness, mala fides, perversity or violation of essential tender



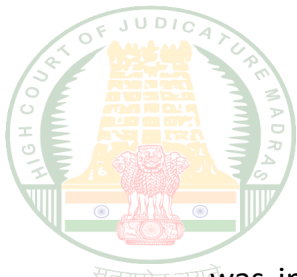
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conditions, the evaluation of the tender is purely within the realm of the tender inviting authority/3rd respondent, who is the expert as the objections raised by the petitioner have been properly examined in detail by the 3rd respondent and negatived.

22. It is the further submission of the learned counsel that the issue relating to the certificate issued by JWIL to the 7th respondent is purely an internal matter and in no way constitutes a fraudulent practice as the 4th respondent had merely submitted the document produced by the 7th respondent. Further, even otherwise, the 4th respondent has independently satisfied the eligibility criteria on the basis of other credentials, including those of other sub contractors and this aspect has been properly appreciated by the 3rd respondent.

23. It is the further submission of the learned counsel that the allegation of the petitioner relates to internal authorisation within JWIL and it is not with regard to the execution of work or genuineness of the experience of the 7th respondent. It is the further submission of the learned counsel that in respect of similar work done by the petitioner for Chennai Petroleum Corporation Ltd., the petitioner had engaged the 7th respondent as the sub contractor, whose work



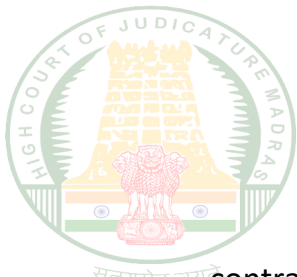
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was independently verified by the Project Management Consultant of the said project, wherein JWIL itself had confirmed the genuineness of the experience certificate issued to the 7th respondent dated 16.5.2025. However, the said fact has been deliberately suppressed by the petitioner, which shows that the petitioner has not come to court with clean hands.

24. It is the further submission of the learned counsel that there is a clear distinction between absence of authorisation to issue letter and absence of experience. If it is absence of authorisation, it is an internal matter, which cannot be fastened to the tender process and only the latter concerns the actual execution capability of the individual. In the present case, the absence of authorisation has been camouflaged and shown as absence of experience by fabrication of documents by the petitioner.

25. It is the further submission of the learned counsel that there is not even an iota of material to suggest that the 4th respondent along with respondents 5 and 6 have colluded and fabricated the document, which has been submitted, so as to mislead the 3rd respondent. When the 4th respondent had merely acted on the document furnished by the 7th respondent, viz., the sub



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contractor, the 4th respondent cannot be mulcted with the allegation of fabrication of document. Further, the petitioner has neither pleaded nor established that the underlying works were not executed by the petitioner and the 7th respondent and that the experience certificate relied upon is fictitious. Therefore, the very substratum of the allegation of fraud has not been properly established by the petitioner.

26. It is the further submission of the learned counsel that in compliance of the tender conditions, the 4th respondent had furnished multiple specialised sub contractors along with their technical credentials of which one M/s.Madras Switch Gear Ltd., has been selected to be the sub contractor by the 3rd respondent, whose credentials has not been disputed by the petitioner.

27. It is the further submission of the learned counsel that the 3rd respondent has clearly recorded that the 4th respondent, along with respondents 5 and 6 and M/s.Madras Switch Gear have satisfied the eligibility criteria fixed in the tender conditions and, therefore, the narrow focus of the petitioner on the 7th respondent is wholly misconceived moreso in view of the fact that there is only absence of authorisation and not absence of experience.

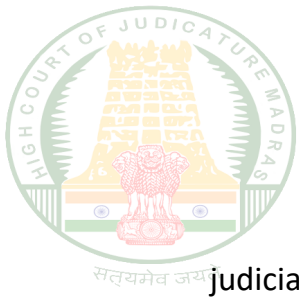


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28. It is the further submission that there is a clear application of mind by the 3rd respondent in analysing the bid and also the amounts quoted by the petitioner which is staggeringly higher than the amount quoted by the 4th respondent and recording a finding that the issue raised by JWIL is only with regard to internal authorisation and does not attract clause 3 of the tender conditions relating to fraudulent practice and, therefore, the internal dispute within JWIL cannot form the basis to claim that the 4th respondent has not complied with the tender conditions, when the genuineness of the experience certificate of the 7th respondent was independently verified in another separate project wherein JWIL had confirmed the genuineness of the experience certificate and also issued a supporting certificate.

29. It is the further submission of the learned counsel that it is not the case of the petitioner that the 3rd respondent was unaware of the issue raised by JWIL. On the contrary, not only the 3rd respondent was fully aware of the correspondence, but had also independently appreciated the materials and had rendered a finding that there is no fraudulent practice on the part of the 4th respondent and in view of the above stand of the 3rd respondent, the scope of



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Judicial review with regard to the act of the 3rd respondent by this Court is limited and this Court shall not enter into the evaluation process of the 3rd respondent, as no perversity or illegality has been perpetrated by the 3rd respondent and, therefore, no interference is warranted in the writ petition and, accordingly, seeks for dismissal of the present writ petition.

30. This Court gave its careful consideration to the submissions advanced by the learned counsel appearing on either side and perused the materials available on record.

31. In *Uflex case (supra)* the Apex Court has broadly visualised about the process of tender and the limitations in judicial review in the said process and the same is quoted hereunder by this Court before embarking upon analysing the merits and demerits of the contentions put forth by the parties :-

“The enlarged role of the Government in economic activity and its corresponding ability to give economic ‘largesse’ was the bedrock of creating what is commonly called the ‘tender jurisdiction’. The objective was to have greater transparency and the consequent right of an aggrieved party to invoke the jurisdiction of the High Court under Article 226 of the Constitution of India (hereinafter referred to as the ‘Constitution’), beyond the issue of strict enforcement of



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contractual rights under the civil jurisdiction. However, the ground reality today is that almost no tender remains unchallenged. Unsuccessful parties or parties not even participating in the tender seek to invoke the jurisdiction of the High Court under Article 226 of the Constitution. The Public Interest Litigation ('PIL') jurisdiction is also invoked towards the same objective, an aspect normally deterred by the Court because this causes proxy litigation in purely contractual matters.

2. The judicial review of such contractual matters has its own limitations. It is in this context of judicial review of administrative actions that this Court has opined that it is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fide. The purpose is to check whether the choice of decision is made lawfully and not to check whether the choice of decision is sound. In evaluating tenders and awarding contracts, the parties are to be governed by principles of commercial prudence. To that extent, principles of equity and natural justice have to stay at a distance.

3. We cannot lose sight of the fact that a tenderer or contractor with a grievance can always seek damages in a civil court and thus, "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.



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4. In a sense the Wednesbury principle is imported to the concept, i.e., the decision is so arbitrary and irrational that it can never be that any responsible authority acting reasonably and in accordance with law would have reached such a decision. One other aspect which would always be kept in mind is that the public interest is not affected. In the conspectus of the aforesaid principles, it was observed in *Michigan Rubber v. State of Karnataka* 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 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



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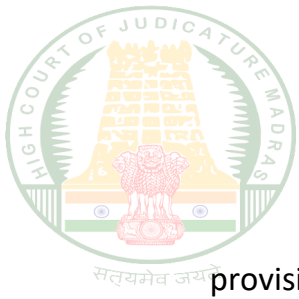
required to be conceded to the State authorities unless the action of tendering authority is found to be malicious and a misuse of its statutory powers, interference by Courts is not warranted;

(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 fundamental right to carry on business with the Government.”

(Emphasis Supplied)

32. It is evident from the above ratio laid down by the Supreme Court, that fairness in action by the State, non-arbitrariness in essence and substance is the heartbeat of fair play, which are the basic requirements of Article 14 and that judicial review should not be for whimsical or ulterior purpose so long as the State's acts are within the bounds of reasonableness. The Supreme Court had gone on to tabulate the various factors that govern the tender process and the yardstick that needs to be adopted and the flexibility that needs to be given to the State in the discharge of its constitutional obligations by resorting to fair play and showing bona fide intent. Therefore, this court has to analyse the facts and



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provisions of the tender in the present case on the touchstone of the ratio laid down in the aforesaid decision.

33. In the case of ***Tata Cellular – Vs – Union of India (1994 (6) SCC 651)***, the Supreme Court has elucidated the following principles :-

“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



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(including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.

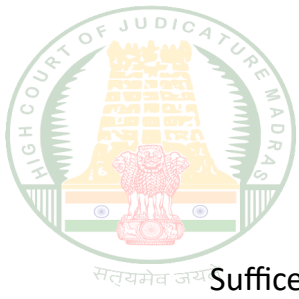
(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.”

(Emphasis Supplied)

34. Yet again, the Supreme Court in ***Silppi Constructions Contractors – Vs – Union of India & Anr. (2020 (16) SCC 489)*** has succinctly pointed out that *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. Authority which floats the contract or tender, and has authored the tender documents is the best Judge as to how the documents have to be interpreted. If two interpretations are possible, then the interpretation of the author must be accepted and the Courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity.*

35. In the teeth of the ratio laid down on the question of appreciation and interference by the Courts in matters relating to contracts/tenders, it is clear that the Courts should be very much circumspect, while interfering in the tender process, as it is a qualitative analysis to be made by experts in the particular field.

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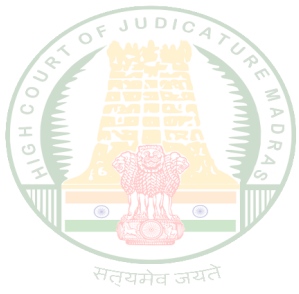
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Suffice for the Court to see that no unreasonableness, arbitrariness, bias or mala fides has crept in, in the tender process. The Supreme Court has also cautioned that the awarding of contracts by the Government and the Public Sector should not be made a cumbersome exercise in a long drawn out litigative battle.

36. The crux of the contention put forth on behalf of the petitioner to strike at the award of tender in favour of the 4th respondent is that the 7th respondent, who is shown as the sub contractor, has provided an experience certificate, purported to have been issued by JWIL, which is a fabricated document and applying Clause 3 of ITB which speaks of fraudulent practice, the bid of the 4th respondent and its joint venture partners ought to have been rejected.

37. To appreciate the aforesaid contention, it is necessary to refer to Clause 3.1 (a)(ii) of the Tender Document which specifies the act, which would be deemed to be fraudulent practice and for better appreciation, the said clause is quoted hereunder :-

“3.1 (a)(ii) “fraudulent practice” means any act or omission, including a misrepresentation that knowingly or



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recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation.”

38. From the above, any act, which is done knowingly or recklessly or is misrepresented to mislead so as to obtain a financial or other benefit or to avoid an obligation would fall within the ambit of “*fraudulent practice*”. Further Clause 3.1 (b) mandates the tender inviting authority to reject the proposal of a bidder, if it has engaged in fraudulent practice.

39. In the present case, the 7th respondent has been shown as one of the sub contractors under the 4th respondent joint venture along with 5th and 6th respondents. At the time of submission of the bid, the 7th respondent had provided the certificate, which has been uploaded by the 4th respondent. When the said document was sought to be verified by the 3rd respondent vide its communication dated 10.02.2026, JWIL had given the following reply vide its letter dated 12.02.2026, which, being crucial to determine the contention relating to *fraudulent practice*, is quoted hereunder :-

“1. This is win reference to your communication dated 10.02.2026 seeking clarification regarding the certificate purportedly issued by JWIL Infra Ltd. In favour of M/s.Vedha Enterprises, which has been submitted by M/s.Vedha



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Enterprises as part of the bid submission of Wabag-GKC-SVCL JV.

2. With reference to and in response to your letter dated 10.02.2026, we state that the said certificate provided by M/s.Vedha Enterprises has not been issued by an authorized person of JWIL Infra Ltd.

3. We are distancing ourselves from the said certificate as the same is not issued by an authorized person of JWIL Infra Ltd. And we have no knowledge of issuance of the said certificate.

4. In view of the above, you are humbly requested not to place any reliance on the said certificate.

5. We hope this clarified the factual position regarding the said certificate. Should you require any further clarification, we remain available.”

40. Through the aforesaid letter, JWIL has clearly informed that the said certificate has not been issued by a person authorized to issue certificates on behalf of JWIL. However, it is to be pointed out that there is conspicuous absence with regard to the work which has been done by the 7th respondent, which forms part of the certificate, which is alleged to have been issued by JWIL and which has been submitted as part of the bid.



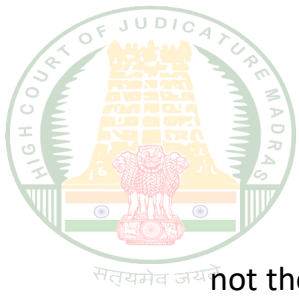
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41. Therefore, it is imperatively clear that the certificate has been submitted by the 7th respondent as part of the bid process, but the said certificate has not been issued by an authorized signatory of JWIL. However, there is no whisper about the fact that the 4th respondent was aware about the genuineness of the certificate provided by the 7th respondent for the purpose of annexing it along with the bid.

42. In the aforesaid backdrop, if Clause 3.1 (a)(ii), which deals with *fraudulent practice* is looked at, it clearly spells out that the fraudulent practice should be an act of omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation. The above clause makes it clear that first of all, the falsity/fabricated nature of the document should be within the knowledge of the person submitting the bid and that such document should have been used either to misrepresent/mislead for the purpose of obtaining a financial or other benefit or to avoid an obligation.

43. In the present case, the document has been provided to the 4th respondent by the 7th respondent for the purpose of annexing it with the bid. It is



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not the case of the petitioner that the 4th respondent with clear knowledge about the falsity/fabricated nature of the document had submitted the bid for obtaining any gain/leverage. Therefore, the application of clause 3.1 (a)(ii) would not stand attracted as it is neither on the ground of misrepresentation for obtaining any gain nor it is with clear knowledge about the falsity/fabricated nature of the document.

44. It is further to be pointed out that JWIL has clearly addressed the 3rd respondent in which the document has not been stated to be fabricated; rather, it is to be noted that JWIL had only stated that the document has not been issued by a person, who is authorized in this behalf. Therefore, the document has not been stated to be a fabricated document by JWIL and JWIL had only stated that the document has not been issued by a person authorized to issue the same.

45. Only if it is established that the document submitted by a bidder is fabricated and that the same was within the knowledge of the bidder, then clause 3.1 (a)(ii) would stand attracted. However, in the present case, neither there is any claim that the 4th respondent had knowledge about the false nature

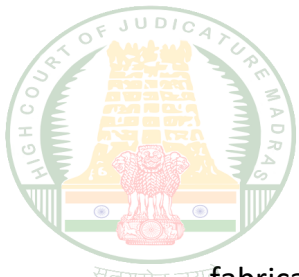


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of the document nor was the document stated to be a fabricated document by
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JWIL.

46. Further, it is to be noted from the communication of JWIL that nowhere it is claimed that the document is fabricated or false. What JWIL claims is that the said document has not been issued by the person, who is authorized to issue the said document. The disowning of the said document by JWIL is only to the limited extent of it not having been issued by the person authorized. Such being the case, holding the document to be fabricated/false would not be just and proper and the 3rd respondent, rightly interpreting the said clause in the tender document had come to the conclusion that no fraudulent practice had been perpetrated by the 4th respondent. Therefore, the contention of the petitioner that the 3rd respondent ought to have rejected the bid of the 4th respondent on the aforesaid ground is wholly misconceived and the same does not deserve acceptance and deserves to be rejected.

47. Insofar as the contention of the petitioner that the 3rd respondent has no power under the tender document to ignore the document, which is claimed to be fabricated, as stated above, the document is not claimed by JWIL to be

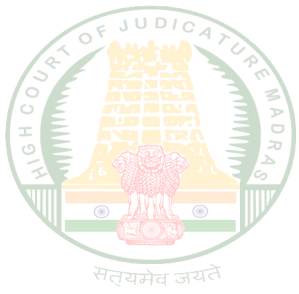


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fabricated, but only it is stated by JWIL that it has not been issued by a person, who is authorized to issue it. Such being the case, the 3rd respondent has rightly appreciated the communication of JWIL and had ignored the said document while considering the bid of the 4th respondent by adopting that insofar as the said document is concerned, it is an internal issue of JWIL.

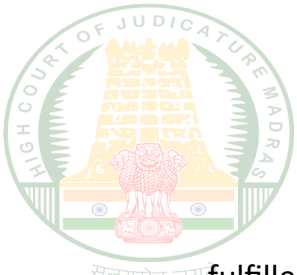
48. As held by the Apex Court in *Uflex case (supra)* in public contracts greater latitude is required to be conceded to the State authorities and unless the action of tendering authority is found to be malicious and a misuse of its statutory powers, interference by Courts is not warranted. Further as held by the Apex Court in *Tata Cellular case (supra)*, so long as the decision reached by the authority on the basis of evaluation of the bids is not perverse or arbitrary, Courts shall not ordinarily desist from interfering with the said decision under the guise of judicial review. In the present case, this Court does not find any perversity or arbitrariness in the evaluation process as the 3rd respondent has properly evaluated the materials and, therefore, the said evaluation does not require any interference.



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49. Further, it is to be noted that the 3rd respondent has not adverted to the document submitted by the 7th respondent, but had approved the bid in favour of the 4th respondent JV with 5th and 6th respondent and with M/s.Madras Switch Gear Pvt. Ltd. and one other entity as the sub contractors. The sub contractors, according to the 3rd respondent, have duly qualified themselves and are entitled to do the work, as necessary experience certificates have been submitted by them. Applying the principles enunciated by the Apex Court in *Silppi Constructions case (supra)*, it is the Authority which floats the contract or tender, and has authored the tender documents which is the best Judge on how to interpret the documents and if two interpretations are possible, then the interpretation of the author must be accepted. In the present case, the bid along with the annexed documents have been appreciated by the 3rd respondent and the 3rd respondent has come to the conclusion that no fraudulent practice had been perpetrated by the 4th respondent. Such being the case, in the absence of arbitrariness, irrationality, bias, mala fides or perversity, this Court is bound to accept the interpretation of the author.

50. Further, the 3rd respondent had applied its mind and granted the tender to the 4th respondent JV along with two sub contractors, who have



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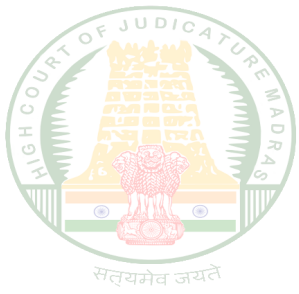
fulfilled the relevant experience criteria and such being the case, this Court cannot enter into the domain of the 3rd respondent when the action of the 3rd respondent does not show any semblance of arbitrariness, perversity or illegality. Therefore, the contention advanced by the petitioner deserves to be rejected.

51. For the reasons aforesaid, this writ petition fails and the same is dismissed. Consequently, connected miscellaneous petitions are closed. There shall be no order as to costs.

30.04.2026

Index : Yes / No

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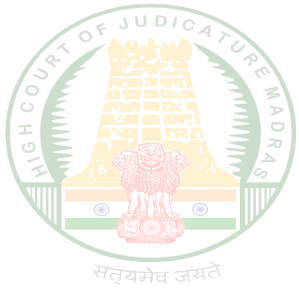


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To

1. The Secretary
Ministry of Municipal Administration
Urban & Water Supply
Government of Tamil Nadu
Secretariat, Chennai 600 009.
2. The Chairman & Managing Director
Tamil Nadu Urban Infrastructure Financial
Services Ltd., TNIIFSL Towers
2nd Floor, Block H-1, 3rd Avenue
Anna Nagar East, Chennai 600 102.
3. The Managing Director
Chennai Metropolitan Water Supply
& Sewerage Board
Pumping Station Road
Chintadripet, Chennai 600 002.



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M.DHANDAPANI, J.

GLN

**PRE-DELIVERY ORDER IN
W.P. NO. 10759 OF 2026**

**Pronounced on
30.04.2026**