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**IN THE HIGH COURT OF DELHI AT NEW DELHI**

*Judgment reserved on: 06.04.2026*

*Judgment pronounced on: 21.04.2026*

*Judgment uploaded on: 21.04.2026*

- + W.P.(C) 3960/2026 & CM APPL. 19327/2026  
M/S KAUSHIK MEDICAL STORE .....Petitioner  
Through: Mr. Samrat Nigam, Senior Advocate with Mr. Kunal Mittal, Ms. Arpita Rawat and Mr. Shiv Dutt Kaushik, Advs.
- versus  
UNION OF INDIA & ORS. ....Respondents  
Through: Mr. Nishant Gautam CGSC with Ms. Kavya Shukla, Mr. Vineet Negi, Mr. Vibhav V. Nath & Ms. Theresa, Advs. for R1 & R2
- + W.P.(C) 4058/2026 & CM APPL.19938/2026  
M/S GROWNBURY PHARMACEUTICALS PVT. LTD. ....Petitioner  
Through: Mr. Samrat Nigam, Senior Advocate with Mr. Kunal Mittal, Ms. Arpita Rawat and Mr. Shiv Dutt Kaushik, Advs.
- versus  
UNION OF INDIA & ORS. ....Respondents  
Through: Mr. Shashank Bajpai CGSC with Mr. Pooja kumari GP, Ms. Aashna Mehra, Mr. Vatsal Tripathi, Mr. Govind Singh Chauhan, Advs. for CGHS Ms. Shweta Bharti, Ms. Tejaswini Chandrasekhar, Mr. Sidharth Sharma, Mr. Jatin Chaddha, Ms. Sanskruti Jinwal & Ms. Bushra Alam, Advs. for R3 (GeM)



**CORAM:**

**HON'BLE MR. JUSTICE ANIL KSHETARPAL**

**HON'BLE MR. JUSTICE AMIT MAHAJAN**

**J U D G M E N T**

**ANIL KSHETARPAL, J.:**

1. The present Petitions, preferred by the respective Petitioners, lay a challenge to the E-tender dated 18.03.2026 [hereinafter referred to as 'Impugned Tender'] issued by Respondent No.2, i.e., the Central Government Health Scheme ['CGHS'], through the Government e-Marketplace (GeM) portal, for "Local Chemist Empanelment Service" for supply/procurement of indented drugs and medicines for CGHS Wellness Centres in Delhi for the Financial Years 2026-2028. The Petitioners, who are existing empanelled chemists and stated to be successful bidders under earlier tenders issued by the Respondents, seek, *inter alia*, quashing of the Impugned Tender.

2. The principal issue which arises for consideration in the present Petitions is whether the Respondents are precluded from initiating a fresh tender process for empanelment of local chemists for a future period during the subsistence of earlier contracts awarded pursuant to previous tenders.

3. Since both the Writ Petitions assail the same E-tender dated 18.03.2026 and raise substantially identical questions of fact and law, they were heard together and are being disposed of by this common judgment.



## **FACTUAL MATRIX:**

4. In order to appreciate the controversy involved in the present Petitions, it is necessary to briefly notice the relevant facts. For the sake of convenience, the facts are being noticed from W.P.(C) 4058/2026, unless the context otherwise requires.

5. Respondent No.2/CGHS issued an E-tender dated 04.01.2023 for empanelment of authorised local chemists for supply/procurement of indented drugs and medicines for CGHS Wellness Centres in Delhi for the Financial Years 2023-2026. The said tender envisaged selection of bidders on the basis of the highest uniform discount offered on the Maximum Retail Price (MRP) of medicines. It is relevant to note that under the CGHS framework, medicines are ordinarily procured through bulk supply mechanisms. However, where medicines are not available through such bulk procurement channels, the concerned Wellness Centre raises an indent, and the supply is effected through empanelled Authorised Local Chemists (ALCs) attached to that Centre. The empanelment of ALCs thus operates as a supplementary and contingent mechanism to ensure uninterrupted availability of medicines at CGHS Wellness Centres.

6. Pursuant to the aforesaid tender, the Petitioners participated in the bidding process and were declared successful bidders for certain Wellness Centres in different zones. It is not in dispute that, consequent upon their selection, the Petitioners were empanelled as authorised local chemists for the respective centres.

7. It is also a matter of record that, in W.P.(C) 4058/2026, apart



from the contracts awarded pursuant to the E-tender dated 04.01.2023 for the Financial Years 2023-2026, the Petitioner was further empanelled in respect of an additional Wellness Centre pursuant to a subsequent E-tender dated 04.03.2024. Consequently, the Petitioner is presently an empanelled chemist across different Wellness Centres, the tenure whereof varies from centre to centre, with certain contracts extending up to December, 2026, and the contract pertaining to the Wellness Centre at Narela extending up to 09.06.2027.

8. Similarly, in W.P.(C) 3960/2026, the Petitioner therein was empanelled pursuant to the E-tender dated 04.01.2023 for multiple CGHS Wellness Centres. As per the record, the Petitioner was empanelled in respect of 16 Wellness Centres across different zones. The empanelments, as conveyed *vide* Office Memorandum/Orders dated 25.07.2023 and 26.07.2023, was for a period of three years commencing from 01.08.2023 up to 31.07.2026. In addition, the individual contracts issued through the GeM portal stipulated specific “Service Start Date” and “Service End Date” for each Wellness Centre, with certain contracts extending up to May, 2026, July, 2026 and, in some cases, December, 2026, depending upon the particular centre.

9. It is not in dispute that the Petitioners in both the Writ Petitions have been supplying medicines under the aforesaid empanelments. It is further an admitted position that the said contracts, in terms of their respective stipulations, continue to remain valid and operative as on the date of issuance of the Impugned Tender, though their respective periods of operation differ depending upon the individual Wellness



Centres.

10. While the aforesaid contracts were in operation, Respondent No.2 issued the Impugned Tender through the GeM portal for empanelment of local chemists for supply/procurement of indented drugs and medicines for CGHS Wellness Centres in Delhi for the Financial Years 2026-2028. The Impugned Tender contemplates a fresh process of empanelment for the forthcoming period and invites bids in respect of various Wellness Centres, including certain centres where the Petitioners are presently operating under their existing contracts.

11. It is also material to note that the Impugned Tender has been issued pursuant to a revised procurement framework under the CGHS Drug Procurement Policy, 2026, read with the Standard Operating Procedure dated 06.02.2026 for supply of branded medicines and surgical consumables. The said framework introduces, *inter alia*, changes in the scope and manner of procurement, revised compliance conditions, and integration with digital platforms such as CGHS HMIS/myCGHS for indent and supply management. The Impugned Tender is thus not merely a continuation of the earlier tender regime, but forms part of a modified policy framework governing procurement.

### **CONTENTIONS OF THE PARTIES:**

12. Contentions of the Petitioners:

12.1. Learned senior counsel appearing on behalf of the Petitioners



assailed the issuance of the Impugned Tender as being arbitrary, unreasonable and legally untenable, particularly in view of the admitted position that the earlier tenders dated 04.01.2023 and 04.03.2024 continue to subsist and remain operational. It was contended that once contracts have been awarded pursuant to the said tenders, with clearly stipulated “Service End Dates”, the Respondents are bound to honour the same for their entire tenure, and cannot initiate a fresh tender process covering the very same subject matter and, in certain instances, the very same Wellness Centres, prior to the expiry thereof.

12.2. It was further contended that the Impugned Tender gives rise to an impermissible and anomalous situation of “overlapping” of contractual arrangements. According to the Petitioners, the proposed empanelment period under the Impugned Tender, i.e., Financial Years 2026-2028, would operate contemporaneously with the subsisting contracts, which, in certain cases, extend up to December, 2026 and June, 2027. Such overlap, it was urged, would result in duplication of obligations, uncertainty in contractual performance, and disruption in the supply chain of medicines at CGHS Wellness Centres.

12.3. It was submitted that pursuant to the earlier tenders, the Petitioners have undertaken substantial financial and operational commitments, including furnishing performance securities, establishing requisite infrastructure, and arranging manpower and logistics for uninterrupted supply of medicines. It was contended that the issuance of a fresh tender, without first taking a decision regarding the subsisting contracts, undermines the sanctity of concluded



contracts and exposes the Petitioners to serious financial prejudice.

12.4. Invoking the doctrine of legitimate expectation, it was submitted that the Petitioners, having been declared successful bidders and having entered into binding contracts for specified durations, possess a legitimate expectation that they would be permitted to continue and perform the contracts for their full tenure, subject to compliance with contractual terms. It was contended that the Impugned Tender, in effect, dilutes and curtails the Petitioners' contractual rights without any formal termination or justification.

12.5. It was further contended that the action of the Respondents is violative of Articles 14 and 19(1)(g) of the Constitution of India. According to the Petitioners, the State, even in contractual matters, is obligated to act fairly, transparently and non-arbitrarily. The issuance of a fresh tender, without addressing the subsisting contractual framework, was alleged to be a colourable exercise of power, designed to interfere with the Petitioners' existing rights despite there being no default or deficiency in performance on their part.

12.6. Learned counsel also sought to contend that the justification sought to be advanced by the Respondents on the basis of a revised drug procurement policy is misconceived. It was argued that the earlier tenders were not confined to "generic medicines" alone, but encompassed "allopathic medicines", which include branded medicines as well. Consequently, the distinction sought to be drawn by the Respondents between the earlier and present tender regimes was stated to be illusory and untenable.



12.7. Without prejudice, it was submitted that participation in the Impugned Tender would place the Petitioners in a prejudicial and untenable position, inasmuch as they would be required to submit fresh bids, furnish earnest money deposits and performance securities, and assume additional financial obligations even in respect of Wellness Centres where their existing contracts continue to remain in force. This, according to the Petitioners, creates a paradoxical situation resulting in financial duress and uncertainty.

13. Contentions of the Respondents:

13.1. *Per contra*, learned counsel appearing for the Respondents supported the Impugned Tender and submitted that the decision to initiate a fresh tender process for the Financial Years 2026-2028 falls squarely within the administrative and policy domain of the Respondents, and does not warrant interference in exercise of writ jurisdiction.

13.2. It was submitted that the Impugned Tender is prospective in nature and has been issued in furtherance of a revised procurement framework, namely the CGHS Drug Procurement Policy, 2026 read with the Standard Operating Procedure dated 06.02.2026. The said framework, it was urged, mandates that procurement processes be initiated sufficiently in advance, ordinarily 3-4 months prior to expiry of existing contracts, in order to ensure continuity and uninterrupted supply of medicines to CGHS beneficiaries.

13.3. Learned counsel further submitted that the Impugned Tender is not a mere continuation of the earlier regime, but represents a



substantive shift in procurement policy. It was pointed out that under the revised framework, the scope of procurement has been altered, *inter alia*, by restricting supply to branded medicines and surgical consumables, introducing revised compliance conditions, and integrating procurement processes with digital platforms such as CGHS HMIS and the myCGHS system. The Impugned Tender, therefore, is an instrument for implementation of a new policy regime in public interest.

13.4. It was also contended that there is no impermissible “overlapping” as alleged by the Petitioners. The Impugned Tender merely initiates the process of empanelment for a future period, and no step has been taken by the Respondents to terminate, curtail or interfere with the subsisting contracts. The apprehension of parallel operation of contracts was stated to be speculative and premature.

13.5. Learned counsel emphasised that the empanelment of ALCs is in the nature of a contingent, indent-based arrangement. Medicines are supplied only upon specific indents raised by Wellness Centres where bulk procurement channels are unavailable. It was submitted that such empanelment does not guarantee any assured volume of business, and the Petitioners cannot claim any vested right either to a fixed quantum of supply or to continuation of the earlier procurement regime.

13.6. It was further submitted that the tender process is open, transparent and competitive, and the Petitioners are not excluded from participation. No discriminatory or tailor-made condition has been pointed out. It was urged that the Petitioners cannot seek to stall a



public procurement process merely on account of their existing contractual engagements.

13.7. Lastly, it was contended that the present Writ Petitions are premature, inasmuch as no adverse action has been taken against the Petitioners' subsisting contracts. In the absence of any termination or infringement of a legal right, the challenge to the tender process at its inception is misconceived. It was reiterated that the scope of judicial review in tender matters is limited, and no case of arbitrariness, *mala fides* or illegality has been made out.

#### **ANALYSIS & FINDINGS:**

14. This Court has carefully considered the submissions advanced on behalf of the parties and perused the material on record.

15. The controversy in the present petitions lies in a relatively narrow compass. The Petitioners do not challenge the eligibility conditions, bidding criteria, or transparency of the Impugned Tender per se. The gravamen of their challenge is directed against the very initiation of the tender process dated 18.03.2026 during the subsistence of contracts awarded pursuant to earlier tenders dated 04.01.2023 and 04.03.2024.

#### **A. Scope of Judicial Review:**

16. It is a settled principle of law that the scope of judicial review in matters relating to tenders and public contracts is limited. The Court, while exercising jurisdiction under Article 226 of the Constitution of India, does not sit in appeal over administrative decisions taken by the



State or its instrumentalities in the realm of contractual matters.

17. Judicial review is confined to examining the decision-making process, and not the merits of the decision itself. Interference is warranted only where the action is found to be arbitrary, *mala fide*, irrational, or in violation of statutory or constitutional provisions. The Court must also be mindful of the fact that matters of public procurement involve complex administrative and commercial considerations, in respect whereof a certain degree of latitude is necessarily accorded to the State. The Court does not ordinarily substitute its decision for that of the administrative authority, nor does it examine the commercial wisdom underlying such decisions.

18. At the same time, it is equally well-settled that the State, even in contractual dealings, is bound by the mandate of Article 14 of the Constitution and must act in a fair, transparent and non-arbitrary manner. However, this requirement does not denude the State of its authority to frame or revise policies, restructure procurement mechanisms, or initiate tender processes in a manner it deems appropriate to serve public interest.

19. Thus, unless the impugned action is demonstrated to be manifestly arbitrary, actuated by mala fides, or in clear violation of law, this Court would be slow in interfering with a tender process, particularly at a pre-award stage.

B. Effect of Revised Procurement Policy and Timing of Tender:

20. A significant aspect which merits consideration in the present



case is that the Impugned Tender has not been issued in isolation, but forms part of a revised procurement framework introduced by the Respondents, namely the CGHS Drug Procurement Policy, 2026 read with the Standard Operating Procedure dated 06.02.2026.

21. The material placed on record indicates that under the revised policy framework, certain substantive changes have been introduced in the manner of procurement and supply of medicines to CGHS Wellness Centres. These include, *inter alia*, a reconfiguration of the categories of medicines and consumables to be supplied through empanelled chemist, introduction of revised compliance conditions, and integration of procurement processes with digital platforms such as CGHS HMIS and the myCGHS system.

22. It has also been brought to the notice of this Court that the aforesaid Standard Operating Procedure dated 06.02.2026 specifically provides that the proposal for empanelment is required, as a matter of procedure, to be initiated at least four months prior to the expiry of the existing ALC contracts, so as to ensure timely completion of the tendering process. The relevant portion reads as under:

*“2. Administrative and financial approvals shall be obtained prior to publication of the GeM bid. The proposal for empanelment shall, as a procedure, be initiated at least four months before the expiry of the existing ALC contract.”*

23. In this context, the initiation of the Impugned Tender dated 18.03.2026 cannot be viewed as an isolated or arbitrary act, but must be understood as a step taken in furtherance of a revised policy framework governing public procurement in the CGHS system. The State is entitled, within the bounds of law, to modify its procurement



policies and to take steps for their implementation in public interest, particularly in sectors involving public health and supply of essential medicines.

24. It is well-settled that no bidder or contractor has a vested right in the continuance of a particular policy regime. The mere fact that earlier tenders operated under a different framework does not preclude the Respondents from introducing a revised policy and initiating steps for its implementation. No vested right accrues in favour of a bidder in matters of future government contracts.

C. Whether Initiation of Fresh Tender During Subsistence of Contracts is Per Se Impermissible

25. The principal contention advanced on behalf of the Petitioners is that the Respondents could not have initiated a fresh tender process during the subsistence of contracts awarded pursuant to earlier tenders, particularly when such contracts contain specific “Service End Dates” extending up to December, 2026 and, in certain cases, up to June, 2027.

26. In the considered view of this Court, the aforesaid contention cannot be accepted in its broad formulation. It is a settled principle that a contract operates in accordance with its own terms and conditions, including the period of its validity. The rights and obligations of the parties are circumscribed by the contractual framework governing them. It is trite that a contractor has no vested right to insist upon renewal or continuation of a contractual arrangement beyond its stipulated tenure, in the absence of a contractual or statutory right, nor can it claim immunity from future



tendering processes.

27. The mere initiation of a tender process for a subsequent period does not, in itself, amount to an interference with, or curtailment of, subsisting contractual rights, so long as the existing contracts are permitted to run their full course in accordance with their terms. Unless it is demonstrated that the Respondents have taken steps to prematurely terminate, truncate or otherwise alter the subsisting contracts in breach of their stipulations, no actionable infringement of a legal right can be said to arise.

28. In the present case, it is not the Petitioners' case that their contracts have been terminated or that any coercive step has been taken to dislodge them from the concerned Wellness Centres prior to the expiry of the stipulated tenure. The challenge is directed solely against the initiation of a fresh tender process.

29. It must also be borne in mind that public procurement, particularly in sectors involving essential services such as supply of medicines, cannot be undertaken in a vacuum or at the last moment. The process of tendering, evaluation of bids, award of contracts and operational transition is inherently time-consuming. Consequently, the procuring authority is required to initiate tender processes sufficiently in advance so as to ensure continuity and avoid disruption in public services.

30. At this stage, it is also relevant to take note of the practical timelines involved in public procurement processes. The bid document itself stipulates a bid offer validity period of 180 days from



the date of closure of bidding. While the said period denotes the duration for which bids remain valid, it nonetheless indicates the outer time window within which the procuring authority is expected to complete the process of evaluation, finalisation and award of contract. The stages involved, comprising technical scrutiny, clarifications, financial evaluation and award, are inherently time-consuming. In such circumstances, the initiation of the tender process cannot be deferred to the verge of expiry of existing contracts, as doing so may result in administrative delays and disruption in the supply of essential services. The requirement of initiating tender processes sufficiently in advance is, therefore, an administrative necessity.

31. Viewed in this light, the initiation of the Impugned Tender for the Financial Years 2026-2028, even during the subsistence of certain existing contracts, cannot, by itself, be held to be arbitrary or legally impermissible.

D. The Plea of “Overlapping” of Contracts

32. The Petitioners have laid considerable emphasis on the alleged “overlapping” between the subsisting contracts and the Impugned Tender.

33. However, upon a careful consideration of the record, this Court finds that the Impugned Tender, at this stage, merely initiates a process of empanelment for a future period. No material has been placed on record to demonstrate that the Respondents have either (i) terminated the existing contracts, or (ii) proposed to operate parallel contracts simultaneously for the same scope of work at the same



Wellness Centres.

34. The apprehension of “overlapping”, as projected by the Petitioners, is founded on an assumption that the contracts pursuant to the Impugned Tender would commence immediately and run concurrently with the subsisting contracts. Such an assumption, in the absence of any supporting material, cannot form the basis for judicial interference.

35. On the contrary, the stand of the Respondents is that the commencement of contracts under the Impugned Tender would be aligned with the expiry of existing arrangements so as to ensure seamless continuity in supply. In the absence of any material to the contrary, this Court finds no reason to take a contrary view. Mere possibility of administrative overlap, in the absence of any concrete decision to operationalise parallel contracts, does not constitute a justiciable cause of action.

36. It is well-settled that writ jurisdiction cannot be invoked on the basis of speculative or anticipatory grievances. The plea of “overlapping”, in the facts of the present case, remains conjectural and does not warrant interference.

E. Nature of Empanelment and Absence of Vested Right

37. Another significant aspect which merits consideration is the nature of the arrangement between the parties. The empanelment of Authorised Local Chemists under the CGHS framework is not in the nature of an exclusive or assured supply contract, but operates as a



contingent, indent-based mechanism.

38. As borne out from the material on record, medicines are supplied through empanelled chemists only upon specific indents raised by the concerned Wellness Centres, and primarily in situations where bulk procurement channels are unavailable. The empanelment, therefore, does not guarantee any fixed volume of business or assured turnover.

39. In such a contractual framework, the Petitioners cannot claim a vested right either to a particular quantum of supply or to the continuance of the existing procurement regime. The right, if any, of the Petitioners is confined to performance of the contract in accordance with its terms, and not to the exclusion of future policy changes or procurement decisions.

40. It is equally well-settled that no contractor has a vested right in the continuance of a particular policy. The State is entitled to modify its procurement policies in public interest, and such policy decisions cannot ordinarily be interdicted unless shown to be arbitrary or unconstitutional.

F. Legitimate Expectation and Constitutional Challenge under Articles 14 and 19(1)(g)

41. The Petitioners have also sought to invoke the doctrine of legitimate expectation, contending that having been declared successful bidders and having entered into contracts for specified durations, they possess a reasonable expectation that such contracts would be permitted to run their full course without any interference,



and that no fresh tender process would be initiated so as to affect their subsisting rights.

42. In this regard, it is necessary to note that the doctrine of legitimate expectation, though a facet of the principle of estoppel, cannot be invoked to fetter the exercise of policy-making powers of the State, particularly where such expectation runs contrary to the authority of the State to alter policy in public interest.

43. The apprehension expressed by the Petitioners, at its highest, is that the contracts awarded to them would not be honoured in accordance with their stipulated tenure. Such apprehension, in the considered view of this Court, stands adequately protected so long as the Respondents do not prematurely terminate or curtail the subsisting contracts in breach of their terms.

44. However, the said doctrine cannot be extended to contend that the Respondents are precluded from initiating a fresh tender process for a subsequent period, or from revising their procurement framework in public interest. No representation, much less a binding assurance, has been shown to exist to the effect that the Respondents would refrain from undertaking future procurement exercises during the subsistence of existing contracts.

45. Insofar as the challenge under Article 14 is concerned, this Court finds no material to conclude that the Impugned Tender is arbitrary, discriminatory or actuated by mala fides. The decision to initiate the tender process is founded upon a revised procurement policy and is intended to ensure continuity and efficiency in the



supply of medicines under the CGHS framework. The process is open, competitive and uniformly applicable to all eligible bidders, including the Petitioners.

46. The contention that the Impugned Tender constitutes a colourable exercise of power is also devoid of merit. No material has been placed on record to demonstrate that the tender has been designed to exclude the Petitioners or to favour any particular party. On the contrary, the Petitioners themselves are eligible to participate in the process.

47. As regards Article 19(1)(g), it is well-settled that the right to carry on trade or business does not encompass a right to insist upon continuation of a particular contractual arrangement or policy regime. The Petitioners cannot assert a right to insist upon dealing with the State on terms of their choosing or to demand continuation of an existing contractual arrangement. Infact, the Impugned Tender also does not impose any restriction, much less an unreasonable restriction, on the Petitioners' right to carry on business. They remain free to participate in the tender process and compete on equal terms with other bidders.

48. The financial and logistical concerns expressed by the Petitioners, including the requirement to furnish earnest money deposits or performance securities in the event of participation, arise out of the terms of the tender itself and cannot be construed as an infringement of constitutional rights. Such conditions are inherent in competitive public procurement and apply uniformly to all



participants.

49. In view of the aforesaid, this Court is of the considered opinion that the Petitioners have failed to establish any violation of the doctrine of legitimate expectation or infringement of their rights under Articles 14 or 19(1)(g) of the Constitution of India.

G. Prematurity of the Challenge

50. Another significant aspect which warrants consideration is the stage at which the present Writ Petitions have been instituted. The challenge laid by the Petitioners is essentially to the initiation of the tender process itself, at a stage where no consequential action affecting their subsisting contractual rights has been taken.

51. It is an admitted position that the contracts awarded to the Petitioners pursuant to the earlier tenders continue to subsist and have neither been terminated nor curtailed. No communication has been placed on record to indicate that the Respondents have taken any step to displace the Petitioners from the concerned Wellness Centres prior to the expiry of the stipulated contractual tenure.

52. The grievance projected by the Petitioners is founded on an apprehension that the Impugned Tender may, at a future stage, result in overlapping contractual obligations or adverse consequences for them. However, such apprehension, in the absence of any concrete action or decision taken by the Respondents, remains speculative in nature.

53. It is well-settled that the writ jurisdiction under Article 226 of



the Constitution of India is not intended to be invoked on the basis of hypothetical or anticipatory grievances. The existence of a legal right and its infringement is a *sine qua non* for the exercise of such jurisdiction. Courts do not entertain challenges founded on mere apprehension of future injury unless such apprehension is shown to be real, and imminent.

54. In the present case, the Impugned Tender merely initiates a process for future empanelment under a revised procurement framework. The rights of the Petitioners under their existing contracts continue to remain intact, and no actionable cause of action has arisen as on date.

55. In the event that, at a subsequent stage, the Respondents take any action which has the effect of prematurely terminating, curtailing, or otherwise interfering with the Petitioners' subsisting contractual rights in a manner contrary to law or the terms of the contract, it would be open to the Petitioners to avail of appropriate remedies in accordance with law.

56. However, at the present stage, this Court is of the considered view that the challenge is premature and does not warrant interference in exercise of writ jurisdiction.

### **CONCLUSION:**

57. In view of the foregoing discussion and for the reasons recorded hereinabove, this Court is of the considered opinion that the Petitioners have failed to make out any ground warranting interference



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in exercise of jurisdiction under Article 226 of the Constitution of India.

58. Accordingly, the present Petitions are dismissed. All the pending applications also stand closed.

**ANIL KSHETARPAL, J.**

**AMIT MAHAJAN, J.**

**APRIL 21, 2026**

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