



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 29TH DAY OF APRIL, 2026
BEFORE
THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM
WRIT PETITION NO. 935 OF 2026 (GM-TEN)**

BETWEEN:

1. EVERGREEN RECYCLEKARO INDIA LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956,
CIN:U93030MH2010PLC211127,

HAVING ITS REGISTERED OFFICE AT:
1603, ATRIUM B,
RUPA SOLITAIRE,
MILLENNIUM BUSINESS PARK,
MAHAPE, THANE,
MAHARASHTRA - 400 710.

REPRESENTED BY ITS DIRECTOR
MR. RUPESH D. CHITTE
AGED ABOUT 36 YEARS
SON OF DATTU SAMBHAJI CHITTE

...PETITIONER

(BY SRI. G L VISHWANATH, SENIOR COUNSEL FOR
SRI. ABRAHAM JOSEPH, ADVOCATE)

AND:

1. BHARAT ELECTRONICS LIMITED
A UNION GOVERNMENT COMPANY
HAVING REGISTERED OFFICE AT
OUTER RING ROAD, NAGAVARA,
BENGALURU - 560 045.





REPRESENTED BY ITS MANAGING DIRECTOR
EMAIL ESDISPOSALS@BEL.CO.IN

2. MSTC LIMITED
A UNION GOVERNMENT COMPANY
HAVING REGISTERED OFFICE AT:
PLOT NO. CF-18/2,
STREET NO.175, ACTION AREA 1C,
NEW TOWN, KOLKATA - 700 156.

ALSO HAVING ITS KARNATAKA
REGIONAL OFFICE AT:
MSTC LIMITED, 19/5 AND 19/6,
3RD FLOOR, KAREEM TOWER,
CUNNINGHAM ROAD,
BENGALURU - 560 052
REPRESENTED BY ITS MANAGING DIRECTOR

EMAILS:
BLROPN9@MSTCINDIA.IN
SMOHANTY@MSTCINDIA.CO.IN
HELPDESKHO@MSTCINDIA.IN

...RESPONDENTS

(BY SRI. LAKSHMI IYENGAR, SENIOR COUNSEL FOR
SRI. LUDHVEENA LUTHRIA, ADVOCATE FOR R1;
SRI. H M MURALIDHAR, ADVOCATE FOR R2)

THIS W.P IS FILED UNDER ARTICLES 226 AND 227 OF
THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF
CERTIORARI, CALLING FOR THE RECORDS RELATING TO
AUCTION NO. MSTC/BLR/BHARATELECTRONICSLIMITED/12/
JALAHALLI/25-26/52197 UPLOADED ON RESPONDENT NO.2'S
WEBSITE ON 24.12.2025 (ANNEXURE-A) ISSUED BY
RESPONDENT NO.1 AND QUASH THE SAME AND ETC.,



THIS PETITION, COMING ON FOR PRELIMINARY HEARING FRESH MATTERS LIST, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL ORDER

The captioned writ petition is filed calling in question the legality and validity of Clause Nos.II.3.1, II.3.2, II.3.3 and II.3.5 of the tender notification uploaded by respondent No.2 on 24.12.2025, whereby eligibility conditions are prescribed for participation in the tender process concerning safe crushing and recycling of Electronic Voting Machines (EVMs) and VVPAT units.

2. The petitioner is a company engaged in the business of E-Waste recycling and claims to possess valid authorizations under the E-Waste (Management) Rules, along with requisite statutory permissions from competent authorities. It is the specific case of the petitioner that it has successfully participated in similar tenders across the country, including tenders floated by respondent No.1 in



earlier years, thereby demonstrating its technical competence, experience, and regulatory compliance.

3. The grievance of the petitioner centers around the introduction of impugned clauses in the present tender, particularly Clause II.3.5, which mandates that only those agencies having recycling facilities within the State of Karnataka and possessing approvals from the Karnataka State Pollution Control Board (KSPCB) would be eligible to participate. According to the learned Senior Counsel appearing for the petitioner, such a condition is territorial, exclusionary, and violative of principles of fairness and competition, especially when the statutory framework governing E-Waste permits interstate movement and processing.

4. The petitioner further contends that it was not even permitted to inspect the goods and was informally discouraged from participating by being informed that it



would not be able to remit Earnest Money Deposit (EMD) owing to territorial ineligibility.

5. Learned Senior Counsel for the petitioner has placed reliance on the judgment of the Hon'ble Apex Court in the case of ***Vinishma Technologies .vs. State of Chhattisgarh and anothers***¹

6. Per contra, the learned Senior counsel appearing for the respondents would vehemently oppose the writ petition and justify the impugned conditions. It is contended that the present tender is not an ordinary commercial tender but pertains to disposal of highly sensitive and regulated electronic waste, namely decommissioned EVMs and VVPAT units, which require strict adherence to environmental safeguards and regulatory supervision.

¹ [2025 SCC Online SC 2119]



7. It is further contended that pursuant to earlier tenders, the respondent No.1 was subjected to repeated scrutiny and compliance notices issued by KSPCB. The records reveal that multiple communications were issued by KSPCB pointing out deficiencies in compliances, the petitioner, despite being called upon, failed to furnish complete documentation, non-compliance notices were issued on 14.03.2025 and a one-time authorization dated 12.08.2025 was granted by KSPCB subject to stringent conditions.

8. Particular reliance is placed on the said authorization, wherein KSPCB expressly stipulated that preference should be given to Karnataka-based recyclers, keeping in view the necessity of monitoring, inspection, and environmental compliance. It is therefore contended that the impugned clause is not arbitrary but is a direct consequence of regulatory requirements imposed by the statutory authority, namely KSPCB, and is aimed at



ensuring effective supervision and accountability in disposal of hazardous electronic waste.

9. Learned Senior Counsel appearing for respondent No.1 has placed reliance on the following judgments:

(i) Tata Cellular .vs. Union of India [(1994) 6 SCC 651

(ii) Michigan Rubber(India) Limited .vs. State of Karnataka and others [(2012) 8 SCC 216

10. Heard learned Senior counsel appearing for the petitioner and the learned Senior Counsel appearing for respondent No.1 and also the learned counsel appearing for respondent No.2. In light of the rival submissions, the following points arise for consideration:

(i) Whether the impugned tender conditions, particularly Clause II.3.5, are arbitrary, discriminatory, or violative of Article 14 of the Constitution of India?



(ii) Whether the petitioner can insist upon alteration or relaxation of eligibility conditions prescribed in a tender notification?

(iii) Whether the impugned conditions are justified in light of regulatory requirements and environmental concerns?

Finding on Point No.(i):

11. Before adverting to the merits, it is apposite to reiterate the settled principles governing judicial review in contractual and tender matters. The law is no longer res integra that the scope of interference by constitutional courts in tender conditions is extremely limited. The Hon'ble Apex Court has consistently held that the tendering authority is the best judge of its requirements and courts should not sit in appeal over such decisions unless the conditions are found to be arbitrary, mala fide, tailor-made to exclude competition, or in violation of statutory provisions.

12. The Karnataka Transparency in Public Procurements Act, 1999 (for short, "KTPP Act") embodies



the principles of transparency, fairness, and competitiveness, but it equally recognizes the autonomy of the procuring entity to prescribe conditions necessary to achieve the object of procurement. The object of the KTPP Act is not to compel the authority to accept all bidders irrespective of feasibility, but to ensure that eligibility criteria are rationally connected with the purpose of procurement.

13. The principal attack of the petitioner is on Clause II.3.5, which restricts participation to entities having recycling facilities within Karnataka. At first blush, such a condition may appear exclusionary, however, the surrounding circumstances cannot be ignored. The material on record clearly indicates that the respondent authority had faced repeated compliance issues in earlier tenders, leading to intervention by KSPCB. The statutory authority, being entrusted with environmental protection, has mandated localized recycling to ensure continuous



monitoring, ease of inspection and immediate regulatory intervention in case of violations.

14. The condition requiring in-state facilities is thus not a standalone commercial stipulation but a regulatory safeguard rooted in environmental governance. The disposal of EVMs and VVPATs is not merely a scrap disposal activity. It involves handling of sensitive electronic components, compliance with environmental norms and prevention of unauthorized reuse or data compromise.

15. Therefore, the insistence on local facilities has a direct nexus with the object of ensuring safe, secure, and compliant disposal.

16. The petitioner has placed reliance on FAQs issued by the Central Pollution Control Board (CPCB) stating that interstate movement of E-Waste is permissible. While the said clarification is not in dispute, it does not mandate that every tendering authority must



allow interstate recyclers irrespective of situational requirements. Permissibility under law does not translate into enforceable entitlement to participate in every tender. The tendering authority retains discretion to impose conditions based on operational exigencies.

17. This Court finds that the impugned condition is based on a recommendation by KSPCB, and is aimed at ensuring regulatory compliance, Applies uniformly to all bidders and does not single out the petitioner. In the absence of demonstrable mala fides or manifest arbitrariness, the condition cannot be struck down merely because it renders the petitioner ineligible.

For the foregoing reasons, point No.(i) is answered in the ***Negative.***

Finding on Point No.(ii)

18. It is trite law that a bidder cannot dictate terms of a tender. Participation in a tender is not a fundamental



right but a conditional privilege subject to eligibility criteria. The Hon'ble Courts have repeatedly held that "A prospective bidder cannot insist that the terms of invitation to tender be tailored to suit its convenience or business model." If such a proposition is accepted, it would render the entire tendering process unworkable and defeat the autonomy of the procuring entity.

19. Having regard to the aforesaid discussion, this Court is of the considered view that the impugned clauses are founded on regulatory requirements imposed by KSPCB. The conditions have a rational nexus with environmental safety and compliance. No arbitrariness, discrimination or mala fides are made out and the petitioner cannot compel the respondents to dilute or alter tender conditions.

Accordingly, Point No.(ii) is answered in the ***Negative.***



Finding on Point No.(iii):

20. This Court is also persuaded to take note of a crucial distinguishing feature in the present case, namely, that respondent No.1, Bharat Electronics Limited, is not a mere procuring or disposal agency, but a premier public sector undertaking engaged in the manufacture of highly sensitive and critical electoral instruments such as Electronic Voting Machines (EVMs). The activity of disposal of scrap EVMs is thus not an isolated commercial transaction, but is intrinsically interlinked with its core manufacturing operations, regulatory compliances, and institutional credibility. Any lapse or non-compliance in the process of disposal of such sensitive electronic waste, particularly in the backdrop of repeated interventions and directions issued by the Karnataka State Pollution Control Board, may expose the respondent-company to serious civil consequences, including jeopardizing its eligibility to secure future manufacturing orders of national importance. In that light, a certain degree of latitude must



be conceded to the respondent-company to incorporate tender conditions that are aligned with, and indeed necessitated by the guidelines and supervisory framework of the competent environmental authorities. While the petitioner's right to participate in a transparent and competitive tender process cannot be understated, such right is not absolute so as to eclipse the equally significant right of the procuring entity to safeguard its operational integrity, regulatory compliance, and institutional standing. The balancing of these competing considerations becomes imperative, and this Court is of the view that the principles underlying the Karnataka Transparency in Public Procurements Act, 1999 cannot be applied in a rigid or doctrinaire manner divorced from the factual complexities of a given case. Rather, a contextual and purposive interpretation is warranted, wherein the interests of all stakeholders, including the procuring entity, regulatory bodies, and prospective bidders, are harmonized to subserve the larger public interest.



21. The further contention urged on behalf of the petitioner that it had previously been awarded contracts relating to disposal of EVM scrap by respondent No.1 and that during the subsistence of such contractual arrangement, all queries, objections, and compliance requirements raised by the Karnataka State Pollution Control Board were routed through respondent No.1 to the petitioner, who in turn had effectively assisted in addressing and reporting compliance issues, does not commend acceptance at the hands of this Court. Merely because the petitioner had, in the earlier contractual regime, extended assistance in facilitating compliance cannot elevate such circumstance into a legally enforceable right to seek relaxation or dilution of the eligibility conditions in a subsequent tender process. It is to be noted that the earlier arrangement itself appears to have necessitated continuous regulatory engagement, including repeated communications and deficiency notices from the Pollution Control Board, thereby evidencing that



the compliance mechanism adopted was neither seamless nor free from regulatory concern.

22. In such circumstances, respondent No.1, being Bharat Electronics Limited, cannot be faulted for revisiting and restructuring its tender conditions in order to ensure stricter adherence to statutory mandates and to align with the explicit guidelines issued by the State Pollution Control Board. The fact that the respondent-company was, under the previous contract, compelled to channel all compliance obligations through the petitioner is itself indicative of operational constraints and regulatory vulnerabilities, which the respondent now seeks to obviate by prescribing more stringent and locally enforceable eligibility criteria. Such a course of action, far from being arbitrary, reflects a conscious and informed policy decision aimed at minimizing regulatory risk and ensuring direct accountability. Therefore, the petitioner's reliance on its past engagement and alleged assistance in compliance cannot constitute a valid ground to compel the respondent



to relax or waive the impugned tender conditions, particularly when such relaxation would run contrary to the directives and supervisory expectations of the competent environmental authority.

23. The apprehension expressed by the respondents regarding regulatory consequences and compliance burdens cannot be said to be illusory, but rather reflects a legitimate concern in handling environmentally sensitive materials.

24. Before parting, this Court deems it appropriate to observe that while competitiveness is a cornerstone of public procurement, environmental compliance and regulatory enforceability stand on a higher pedestal when dealing with hazardous waste. The balance struck by the respondents, guided by KSPCB, cannot be said to be irrational or unconstitutional.

Accordingly, point No.(iii) is answered in the ***affirmative.***



25. Upon consideration of the pleadings, documents placed on record, and the settled principles governing judicial review in tender matters, this Court records its conclusions as follows:

(a) Insofar as the challenge to the impugned tender conditions, particularly Clause II.3.5, on the ground of arbitrariness and violation of Article 14 of the Constitution of India is concerned, this Court is of the considered view that the said condition does not suffer from the vice of discrimination or manifest arbitrariness. The requirement that participating agencies must have recycling facilities within the State of Karnataka is founded on a rational nexus with the object sought to be achieved, namely, ensuring effective monitoring, regulatory supervision, and strict compliance with environmental norms as mandated by the Karnataka State Pollution Control Board. The condition applies uniformly to all bidders



and is neither tailor-made to exclude the petitioner nor demonstrably mala fide.

(b) Insofar as the second point is concerned, it is trite that a prospective bidder does not possess an indefeasible right to insist upon modification, relaxation, or tailoring of tender conditions to suit its convenience. The authority floating the tender, more particularly Bharat Electronics Limited, being the best judge of its requirements, is entitled to prescribe eligibility criteria in consonance with its operational needs and regulatory obligations. Interference by this Court in such matters is warranted only when the conditions are shown to be arbitrary, irrational, or actuated by mala fides, none of which are established in the present case.

(c) Insofar as the third point is concerned, this Court finds that the impugned conditions are fully justified in light of the regulatory framework governing



disposal of E-Waste and the specific directions issued by the Karnataka State Pollution Control Board. The insistence on localized facilities is not a mere administrative preference but a regulatory necessity aimed at ensuring continuous oversight, environmental safety, and accountability. In matters involving disposal of sensitive electronic waste such as EVMs, environmental considerations and compliance imperatives must necessarily outweigh purely commercial considerations. The judgments relied upon by the learned Senior Counsel appearing for the petitioner is not applicable to the present case on hand as they are distinguishable on facts.

26. In view of the above findings, all the points for consideration are answered against the petitioner and in favour of the respondents.

27. For the foregoing reasons, this Court proceeds to pass the following:



ORDER

- (i) The writ petition is ***dismissed***.
- (ii) The impugned tender conditions bearing Clause Nos. II.3.1, II.3.2, II.3.3 and II.3.5 are held to be valid and enforceable.
- (iii) No order as to costs.
- (iv) Pending interlocutory applications, if any, stand disposed of.

Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE