

**IN THE HIGH COURT OF JUDICATURE FOR THE STATE OF
TELANGANA
HON'BLE SRI JUSTICE NAGESH BHEEMAPAKA**

WRIT PETITION No. 40073 OF 2025

01.05.2026

Between:

Peddi Sudershan Reddy

..... Petitioner

And

Union of India,
Rep. by its Secretary,
Ministry of Finance, New Delhi & others

..... Respondents

ORDER:

Petitioner states that he is the first Chairman of the Telangana State Civil Supplies Corporation Limited and that he rendered services in the said capacity from 2014 to 2017. It is stated, he is a former Member of the Legislative Assembly in the State of Telangana from 2018 to 2023, during which time he also served as a Member of the Public Accounts Committee. By virtue of his public offices and responsibilities, he is well acquainted with matters concerning public administration and public expenditure.

1.1. It is contended, during his tenure as Chairman of the Telangana State Civil Supplies Corporation Limited, he was responsible for implementing several beneficial reforms. Such

reforms included installation of CPS tracking systems for paddy transportation vehicles and establishment and operationalization of *on line* paddy procurement management system, which, according to Petitioner, was the first of its kind in the country.

1.2. Petitioner further states that he has consistently been at the forefront of raising issues relating to public welfare and transparency in governance. He has been in public life for the past twenty three years, having initially served as a member of Zilla Parishad Territorial Constituency from 2001 to 2006 and thereafter, as the floor leader of the Warangal Zilla Parishad. He recently came to know about the alleged huge financial losses caused to the public exchequer in connection with a tender floated for the supply, commissioning and installation of bunker beds with mattresses and pillows in Kasturba Gandhi Balika Vidyalayas in the State of Telangana. It is contended, the said tender was issued by Respondent No.6.

1.3. The said tender was issued for the supply, commissioning and installation of 45,360 bunker beds with mattresses and pillows in 252 Kasturba Gandhi Balika Vidyalayas across the State of Telangana. The tender involves expenditure of hundreds of crores of rupees of public funds and

therefore, required the highest degree of transparency, fairness and adherence to the prescribed tender conditions.

1.4. It is also contended, the tender specifically stipulated a non-extendable completion period of 120 days. The tender also prescribed clearly defined milestones, provided for imposition of liquidated damages in case of delay and expressly prohibited participation of a bidder or an Original Equipment Manufacturer more than once in the same tender. Pursuant to the said tender, contracts were awarded to Respondents 10 and 11 on 29.05.2025. It is further contended, the contractual completion period for supply of the bunker beds expired after 120 days and Respondents 10 and 11 admittedly failed to supply the beds in accordance with the terms of the tender.

1.5. Instead of invoking the contractual remedies available under the tender conditions such as termination of the contract, forfeiture of security, blacklisting of the contractors or calling for fresh tenders, it is stated, Respondents chose to revive the same lapsed contracts by entering into the so-called supplementary agreements dated 29.11.2025. The said supplementary agreements were executed in respect of the same quantity of 45,360 bunker beds with mattresses and pillows to be supplied to the KGBVs. By entering into such supplementary agreements, Respondents effectively rewarded Respondents 10

and 11 despite their failure to perform within the stipulated time. Execution of supplementary agreements without calling for fresh tenders in an open and transparent manner is illegal and arbitrary.

1.6. Petitioner further states that no reasons whatsoever were recorded in the supplementary agreements explaining why the original contracts failed, why no action was taken against the defaulting bidders or why fresh tenders were not called. Absence of any such reasons clearly indicates foul play and reflects an intention on the part of the official Respondents to distort the tender process. Respondents 10 and 11, who were declared as L1 and L2 bidders respectively, relied upon the same Original Equipment Manufacturer, namely Respondent No.12, thereby enabling the same manufacturer to effectively participate twice in the same tender. It is asserted, such participation is in direct violation of Clause 13(f) of the tender conditions. It is further contended, Respondent No. 10, which was declared as L1 bidder and awarded contracts worth more than Rs.121 Crores, was incorporated only in 2022, whereas the tender mandated that the bidder must have been in existence for at least seven years. This fact renders the entire tender process suspect. It is also stated, similar bunker bed supplies in other Government departments were previously executed at

rates as low as Rs.15,300 per unit, whereas the contracts in the present tender fix rates exceeding Rs.33,000 per unit. According to Petitioner, this has resulted in massive and avoidable financial loss to the State exchequer. Petitioner further states that had fresh tenders been called with proper participation of MSMEs and open competition, the State would have been able to secure significantly lower rates, thereby saving crores of rupees of public funds.

1.7. It is also stated, raising similar contentions regarding the irregularities in the tender process, the Telangana Small Scale Industries Steel and Wooden Furniture Manufacturers Association along with its members filed Writ Petition No. 38140 of 2025 wherein this Court by order dated 11.12.2025, directed that *status quo* existing on that date shall be maintained till 18.12.2025 and that the said order has been extended from time to time. Respondent No.10 filed a counter affidavit on behalf of Respondents 11 and 12 in the said Writ Petition which demonstrates that Respondents 10 to 12 are effectively functioning as one unit. The said counter also discloses that the actual cost of bunker beds with mattresses and pillows to Respondent Nos. 10 to 12 ranges only between Rs.15,600/- and Rs.17,200/- per unit excluding taxes, whereas the beds are being supplied to the Government under the tender

and supplementary agreements at prices exceeding Rs.33,000/- per unit. It is contended, this results in disproportionate and unjustified profit margins. Respondents 10 to 12 have provided frivolous reasons to justify execution of supplementary agreements without calling for fresh tenders.

1.8. In the light of the aforesaid facts and documents, which were widely circulated and reported in newspapers, and also considering that renegotiation of prices after conclusion of a contract is strictly prohibited under the Central Vigilance Commission guidelines and the General Financial Rules, it is stated, Petitioner approached Respondents 2 and 4 by submitting a complaint dated 18.12.2025 which requested registration of a vigilance case in respect of the alleged loss to the State exchequer of nearly Rs.100 Crores arising from escalation of the unit price of bunker beds from about Rs.15,000/- to more than Rs.33,000/-.

1.9. Petitioner further states that Respondent No.13 submitted a report regarding the discrepancies and increased prices quoted by Respondents 10 to 12. The said report attempted to justify the price differential on the erroneous assumption that M/s Shanti Kunj Infrastructure LLP is a non-profit entity, though it is admittedly not so. It is also asserted, such reasoning further demonstrates the conduct of

Respondents in ensuring that Respondents 10 to 12 secure the tender. Petitioner reiterates that the cost price of bunker beds with mattresses and pillows to Respondents 10 to 12 is only between Rs.15,600/- and Rs.17,200/- per unit, whereas the same are being supplied at prices exceeding Rs.33,000/- per unit.

1.10. Petitioner further contends that since the funds payable to Respondents 10 to 12 under the tender and supplementary agreements are paid from the funds of Respondent No.3, Respondent No.2 is obligated and has the jurisdiction to enquire into the legitimacy and genuineness of the transaction. The exaggerated pricing coupled with the arbitrary execution of supplementary agreements despite clear breach of the tender conditions and failure to supply within the stipulated period clearly indicates that the State and the public exchequer have suffered significant loss due to the allegedly collusive conduct of the Respondents. Notwithstanding the pendency of other proceedings relating to the tender, Respondents 2 and 4 have the jurisdiction and duty to examine the circumstances relating to the tender since the issues raised relate to alleged corruption in public procurement. Despite the detailed complaint and representation dated 18.12.2025,

Respondents have not taken any steps nor have they demonstrated any willingness to act upon the said complaint.

1.11. Petitioner further states that the tender in question relates to facilities intended for young children studying in Kasturba Gandhi Balika Vidyalayas. It is therefore, necessary that enquiries into the alleged irregularities be conducted at the earliest so as to ensure minimum disruption to the well-being of the children. Respondents 2 and 4 have not taken any steps to conduct any enquiry despite the urgency and the financial losses involved. Delayed enquiry would render the investigation redundant due to passage of time and would cause inconvenience to the children. The complaint and representation dated 18.12.2025 were communicated to Respondents through e mail dated 19.12.2025 and through India Post.

2. Respondent No.4 filed counter stating that the Vigilance Commission functions as an advisory authority to the Government of Telangana. Any advice rendered by the Vigilance Commission may either be followed by the administrative department concerned or the department may deviate from such advice in accordance with the Telangana Government Business Rules and Secretariat instructions. It is therefore, contended, its role is limited to tendering advice in vigilance related matters and that the ultimate decision to act upon such advice rests

with the concerned administrative authorities of the Government.

2.1. Respondent No.4 further states that whenever complaints are received from members of the general public, the Vigilance Commission examines the contents of such complaints and thereafter, refers the same to the administrative department concerned in the Secretariat or to the appropriate investigating agencies such as the Anti-Corruption Bureau (ACB), Vigilance and Enforcement (V&E) Department or the Crime Investigation Department (CID) for conducting enquiry and submitting a report in the matter. Upon receipt of such reports from the authorities concerned or investigating agencies, the Vigilance Commission examines the same and thereafter, tenders appropriate advice to the administrative departments concerned.

2.2. Respondent No.4 contends that the Vigilance Commission does not itself conduct investigations or enquiries. The Commission is only an advisory authority which tenders advice on matters involving vigilance aspects as and when such matters are referred to it by the Secretariat departments. The Vigilance Commission does not possess any executive powers, nor does it have the infrastructure or mechanism to conduct independent enquiries or investigations. According to

Respondent No.4, the respective Government departments are the competent authorities to deal with matters relating to the subjects falling under their respective administrative control.

2.3. Respondent No.4 further states that with regard to the allegation made by Petitioner concerning inaction on the complaint dated 18.12.2025, the said allegation is incorrect and contrary to the factual position. Upon receipt and examination of the complaint dated 18.12.2025 along with the related petitions dated 30.12.2025 and 31.12.2025, the Vigilance Commission forwarded copies of the same to the Secretary, School Education Department, Dr. B.R. Ambedkar Telangana Secretariat, Hyderabad, for conducting enquiry and taking necessary action in the matter. The forwarding of the complaint and related petitions to the administrative department concerned was done through Letter dated 13.01.2026. It is therefore, contended that appropriate action was taken on the complaint submitted by Petitioner by forwarding the same to the competent authority for enquiry and necessary action.

2.4. By forwarding the complaint dated 18.12.2025 to the administrative department concerned and tendering advice in the matter, the duty cast upon the Vigilance Commission stands discharged. Respondent No.5, being the executive authority concerned in the matter, is the competent authority to

take further action on the complaint. It is therefore, stated that the discretion to act upon the advice tendered by the Vigilance Commission or to take appropriate action in accordance with law lies with the said executive authority. In view of the action already taken by the Vigilance Commission in forwarding the complaint and tendering advice to the concerned department, no cause of action survives against Respondent No.4 in the present Writ Petition.

3. Respondents 5 to 7 also filed counter affidavit contending that the present Writ Petition is frivolous in nature and has been filed with an ulterior motive to stall the process of providing bunker beds to girl students studying in Kasturba Gandhi Balika Vidyalaya institutions. The said Respondents submit that the filing of the present Writ Petition is an attempt to obstruct the implementation of a welfare measure intended for girl students residing in KGBV hostels. The representation made by the Petitioner before the Vigilance Commission is baseless and that the present Writ Petition has been filed without placing the complete facts before this Court. It is also contended, Petitioner failed to narrate the entire sequence of events and the various steps taken by the State with regard to the tender floated for supply, commissioning and installation of bunker beds.

3.1. It is stated, the averments made by Petitioner merely refer to the self-claimed reputation and past positions held by him and have no relevance whatsoever to the issues involved in the present case. Petitioner, who claims to have been a public representative for several years, ought to have acted with greater responsibility and ought not to have filed frivolous representations and Writ Petitions. It is further stated, the allegations with regard to the alleged financial loss to the public exchequer are incorrect. No loss whatsoever has been caused to the public exchequer as a result of the tender floated by the State for supply, commissioning and installation of bunker beds in KGBV institutions in the State of Telangana. The tender process was conducted in a completely transparent manner and strictly in accordance with the applicable norms.

3.2. It is stated further, the present Writ Petition has been filed as a smoke screen with the oblique motive of extending benefit to certain third parties who had unsuccessfully challenged the tender process in Writ Petition No. 38140 of 2025. Petitioner is attempting to raise similar issues through the present Writ Petition after the said challenge was unsuccessful. The allegations made by Petitioner relate to extension of time granted by the State for execution of the contract through supplementary agreements. The said

Respondents contend that the issues raised by Petitioner in this regard are purely contractual in nature. Petitioner, who did not participate in the tender process, has no locus whatsoever to question the grant of extension of time.

3.3. Respondents 5 to 7 further state that the delay in execution of contract occurred due to the need for finalization of colour codes for the bunker beds and also due to the requirement of obtaining reports from schools across the State ensuring optimum and effective utilisation of available space in KGBV institutions. The plea relating to delay in execution of the contract had already been considered and rejected by this Court in the above Writ Petition by order dated 22.01.2026. It is contended, the allegations made by Petitioner regarding the eligibility of Respondents 10, 11 and 12 are based on an incorrect reading of the tender document and he attempted to mislead this Court by creating an impression that the State awarded the tender to ineligible companies.

3.4. It is further stated, petitioner relied upon Clause 13(f) of the tender document while suppressing the provisions contained in Clause 16(IX) of the tender conditions. Clause 16(IX) clearly provides that where dealers or agencies of an Original Equipment Manufacturer participate in the tender, the turnover of both the OEM and the agency shall be taken into

consideration. Therefore, it is contended, the allegation regarding ineligibility of the bidders is unfounded. The allegation regarding financial loss to the public exchequer on account of difference between the rates of Rs.15,300/- per unit and Rs.33,000/- per unit is made without placing the complete facts before this Court. The price of Rs.15,300/- relied upon by Petitioner pertains to supplies made in 2021 and does not include the costs associated with transportation, commissioning, installation, supply of pillows and mattresses and provision of warranty for a period of five years.

3.5. The issues raised by Petitioner in the present Writ Petition were also raised earlier in Writ Petition No. 38140 of 2025 and that the said Writ Petition was dismissed on 22.01.2026. Though the present Writ Petition was filed on 24.12.2025 and this Court had passed an interim order directing Respondents 2 and 4 to consider the representation of Petitioner, he filed I.A. No.1 of 2026 on 22.01.2026, which was on the very same day on which the coordinate Bench of this Court had listed the Writ Petition for pronouncement of judgment.

3.6. Respondents 5 to 7 further state that the certified copy of the order in Writ Petition No. 38140 of 2025 is awaited. It is stated, the affidavit filed in support of the present Writ

Petition does not explain how Petitioner came to know about the filing of Writ Petition No. 38140 of 2025 or the reasons for relying upon materials filed in that Writ Petition. Petitioner filed I.A.No.1 of 2026 by way of a lunch motion on 22.01.2026 without disclosing that the coordinate Bench had already reserved orders in Writ Petition No. 38140 of 2025 on 09.01.2026 and had indicated that the judgment would be pronounced on 22.01.2026.

3.7. The arguments now sought to be raised by Petitioner were already advanced in Writ Petition No. 38140 of 2025 and were rejected by this Court. It is therefore, contended, Petitioner cannot be permitted to raise the same arguments again by relying on the very same material. It is also stated, after receiving the allegations relating to pricing, the State called for a third-party report from TSEWIDC regarding the rates quoted under the tender. After examining the report submitted by TSEWIDC and after further reduction of the rates by the suppliers, the supplementary agreements were entered into. Petitioner failed to include essential cost components such as installation and commissioning of bunker beds along with supply of pillows and mattresses while making allegations regarding pricing.

3.8. Respondent Nos.5 to 7 further state that similar allegations were raised earlier in Writ Petition No.38140 of 2025 and were rejected. After dismissal of the said Writ Petition, petitioner ought to have brought the said fact to the notice of this Court. The representation made by Petitioner seeking enquiry into alleged discrepancies does not contain any supporting evidence and is vague in nature. Petitioner, who did not participate in the tender process, cannot make allegations regarding breach of tender conditions or execution of supplementary agreements. The allegation of collusion between Respondents is a sweeping allegation made without any proof. It is reiterated, similar allegations were raised in Writ Petition No. 38140 of 2025 and were rejected by this Court.

3.9. Although Petitioner claims to have submitted representation to Respondents 2 to 4, proof of service of such representation has not been filed before this Court. Without filing proof of service, Petitioner cannot seek a writ of mandamus directing consideration of the representation. Petitioner in the main prayer seeks only a direction for consideration of the representation dated 18.12.2025 by Respondents 2 and 4. However, through I.A. No.1 of 2026, he sought to restrain Respondents from supplying bunker beds to

girl students residing in KGBV hostels, which is beyond the scope of the main relief sought in the Writ Petition.

3.10. Respondents 5 to 7 further state that even assuming that Respondents 2 and 4 have not considered the representation submitted by Petitioner, such alleged inaction cannot operate to the detriment of the State Government which floated the tender or the girl students studying in KGBV institutions across the State. Even if it is assumed for the sake of argument that the prices quoted by the suppliers are excessive and the suppliers are unduly enriched, the same can be recovered from the suppliers upon conclusion of the enquiry by the Vigilance Commission. The students of KGBV institutions should not be subjected to hardship merely because of alleged delay in consideration of the representation submitted by the Petitioner.

3.11. The balance of convenience does not lie in favour of Petitioner. On the contrary, any interference with the tender process would adversely affect the interests of the State Government and the girl students studying in KGBV institutions who require the bunker beds along with mattresses and pillows.

4. Respondents 10 to 12 also filed a counter stating that Respondent No.6 issued a tender vide Bid Notice No. (NIT)

06/SS/2024-25 dated 26.04.2025 inviting bids for supply, commissioning and installation of bunker beds in Kasturba Gandhi Balika Vidyalayas in the State of Telangana. The starting date for submission of bids was 30.04.2025 and the last date and time for submission of *on line* bids was 14.05.2025. The period prescribed for completion of the scope of work under the tender was 120 days. As per the tender conditions, bidders, which included manufacturing firms, companies, authorized dealers or suppliers, were required to be registered under the Companies Act, 1956 or the Companies Act, 2013 and must have been in existence for a period of at least seven years with a valid registration certificate. Respondents 10 and 11 emerged as the successful bidders in the tender process and Respondent No.12 is the Original Equipment Manufacturer for the bunker beds.

4.1. It is further contended that Respondents 10 and 11 are authorized suppliers of Respondent No.12, which is the Original Equipment Manufacturer established in 1960; the eligibility criteria stipulated in the tender conditions regarding existence of seven years were duly satisfied by virtue of the participation of the Original Equipment Manufacturer. After completion of the tender process, Respondent No.6 issued Letters of Acceptance dated 20.05.2025 to Respondents 10 and

11. Thereafter Respondent No.6 entered into an agreement with Respondent No.10, who was declared the LI bidder, vide Agreement No.04/SS/2024-25 dated 29.05.2025 for the supply, commissioning and installation of bunker beds with a total contract value of Rs. 130,01,99,040/- inclusive of 18% GST.

4.2. It is also stated, Respondent No.6 also entered into another agreement with Respondent No.11, who was declared L2 bidder, *vide* Agreement No.06/SS/2024-25 dated 10.06.2025 for supply, commissioning and installation of bunker beds with a total contract value of Rs.32,50,49,760/- inclusive of 18% GST. In view of the scope of work under the tender, Respondent No.10 on 21.06.2025 addressed *e* mail to Respondent No.7 seeking approval for finalization of color codes for the bunker beds to be supplied to the KGBV institutions. The said *e* mail contained three priority color codes for approval. When no communication was received from Respondent No.7 regarding approval of the colour codes, Respondent No.11 addressed letter dated 24.06.2025 to Respondent No.7 requesting approval of the proposed colour codes for the bunker beds.

4.3. Respondents 10 to 12 further state that Respondent No.7 issued proceedings vide Letter dated 25.11.2025 approving the colour codes and the logo to be used on the bunker beds. The colour scheme of dark brown and cream was approved for

bunker beds to be supplied under the tender. Respondent No.6 subsequently issued revised Letter of Acceptance dated 08.11.2025 wherein the contract values were renegotiated in view of the reduction in steel prices. A supplementary agreement was entered into between Respondent No.6 and Respondent No.11 on 29.11.2025 whereby contract value was reduced from Rs.32,50,49,760/- to Rs.30,36,03,552/- due to the fall in steel prices. Respondent No.6 also entered into a supplementary agreement with Respondent No.10 *vide* Agreement dated 29.11.2025 whereby contract value was reduced from Rs. 130,01,99,040/- to Rs. 121,44,14,208/- owing to the fall in steel prices.

4.4. Thereafter, it is stated, Respondents 10 and 11 commenced the process of delivery and installation of bunker beds in the concerned schools and that part of the work had already been completed by 11.12.2025. The entire units of bunker beds had already been manufactured and were ready for delivery and installation. During the course of supply and installation of bunker beds, Writ Petition No.38140 of 2025 was filed by the Telangana Small Scale Industries Steel and Wooden Furniture Manufacturers Association along with certain other industries challenging the supplementary agreements dated 29.11.2025. This Court initially granted an order of *status quo*

on 11.12.2025. The primary contentions raised in that Writ Petition were that supplementary Agreements could not be executed after expiry of period of 120 days, Respondents 10 to 12 were not eligible under the tender conditions and that they were allegedly making excessive profits.

4.5. After hearing the parties, in detail, the coordinate Bench of this Court dismissed Writ Petition No. 38140 of 2025 by dictating judgment in open Court on 22.01.2026. The Court held that delay in approval of colour codes could not be attributed to Respondents 10 to 12 and further, observed that under Clauses 25 and 26 of the tender document, the time for completion of work could be extended subject to imposition of liquidated damages and therefore, time could not be treated as the essence of the contract. The Court also observed that a non-participant could not challenge the supplementary agreement. Thereafter, the present Writ Petition was filed seeking action on the representation dated 18.12.2025 submitted to Respondents 2 and 4 for registration of a vigilance complaint. Respondents 10 to 12 further state that along with Writ Petition, Petitioner filed I.A. No.1 of 2025 seeking a direction to Respondents 2 and 4 to consider the representation dated 18.12.2025 in a time-bound manner.

4.6. It is further contend that the prayer sought in I.A. No.1 of 2026 is beyond the scope of the main prayer in the Writ Petition which is limited to seeking consideration of the representation dated 18.12.2025 and registration of a vigilance complaint, whereas the interim application seeks to stay the execution of the tender itself. Petitioner is a stranger to the tender process and has no *locus standi* to challenge the tender or seek interference with contractual matters having not participated in the tender. It is a settled principle of law that a non-participant cannot challenge the tender process. They rely upon the judgment of the Hon'ble Supreme Court in ***National Highways Authority of India v. Gwalior Jhansi Expressway Limited***¹ as well as decisions of the Bombay High Court in Writ Petition No.9837 of 2022 and connected matters to contend that interference in tender matters at the instance of a non-participant is not permissible.

4.7. Respondent Nos. 10 to 12 further state that the delay in execution of contract cannot be attributed to them as the delay occurred due to late approval of colour codes by the authorities and that the tender condition themselves permit extension of time for completion. A complaint had earlier been made on 27.05.2025 alleging excessive pricing and that a

¹ (2018) 8 SCC 243

committee was constituted to enquire into the said complaint. The committee submitted its report on 22.10.2025 observing that tender process had been conducted fairly and in accordance with the applicable norms. The committee report also recorded that Respondents 10 and 11 agreed to execute the work at a modified rate resulting in savings of approximately 7%, amounting to about Rs.10.72 crores, and cancellation of the tender would lead to considerable delay in supply of bunker beds.

4.8. Following the committee report, a revised Letter of Intent was issued on 08.11.2025 and thereafter, supplementary agreements dated 29.11.2025 were executed. Petitioner attempted to stall execution of tender works despite being aware that tender relates to supply of bunker beds to school children. Due to the interim order passed by this Court, students in KGBV institutions are compelled to sleep on the floor and are deprived of proper facilities. It is stated, interference with execution of tender would result in wastage of raw materials, labour and resources since the bunker beds have already been manufactured with the Telangana Government logo.

5. Petitioner filed reply denying all the contentions raised in the counter affidavit filed by Respondent No.4 in their entirety except those specifically admitted. It is contended, a bare perusal of the counter affidavit reveals a complete abdication of statutory responsibility on the part of the Vigilance Commission to conduct vigilance enquiries despite the fact that the Commission had itself sought a report from the concerned department. Petitioner contends that he is not aware of the authorization granted to the Secretary of Respondent No.4 to represent the Vigilance Commissioner, particularly when the deponent has attempted to portray Respondent No.4 as an authority having no substantive functions and has sought to divest the Commission of its statutory powers and responsibilities.

5.1. It is stated, the denials contained in the counter affidavit of Respondent No.4 are vague and constitute mere bald denials without addressing the specific allegations raised in the writ petition. The stand taken by Respondent No.4 that Vigilance Commission is merely an advisory authority to the Government of Telangana is incorrect and contrary to the very scheme governing the Vigilance Commission. Even on the official website of the Vigilance Commission, under the heading "Jurisdiction and Functions", it is clearly stated that the

Vigilance Commission has the power to cause an enquiry into any transaction in which a public servant is suspected of having acted for an improper purpose or in a corrupt manner.

5.2. Petitioner further contends that Vigilance Commission is empowered to enquire into complaints alleging corruption, misconduct, lack of integrity, malpractices or other forms of misconduct on the part of public servants, including acts amounting to criminal misconduct under the Prevention of Corruption Act, 1988. The Vigilance Commission is also empowered to call for records, reports and statements from government departments, government undertakings and autonomous bodies in order to exercise supervision over vigilance and anti-corruption work. The Vigilance Commission is also empowered to direct the Anti-Corruption Bureau to register a regular criminal case and investigate the matter, or alternatively to entrust the complaint to the concerned department or public undertaking for enquiry. Though recommendations of Vigilance Commission may be advisory in nature, any proposal by the Government to deviate from the advice of the Commission must be placed before the Chief Minister through the Chief Secretary in accordance with the Government Business Rules.

5.3. Petitioner therefore contends that Respondent No.4 cannot now take a stand that it does not possess any powers and is merely an advisory authority when the very governing scheme of the Vigilance Commission confers upon it significant powers to initiate enquiries into allegations of corruption and misconduct involving public servants. The assertion of Respondent No.4 that it merely receives complaints and forwards them to other authorities without any responsibility to pursue the matter is contrary to the Vigilance Manual and undermines the entire purpose for which the Vigilance Commission has been established. Clause 3(i) of Chapter II of the Vigilance Manual clearly provides that complaints alleging corruption, misconduct or lack of integrity on the part of public servants or employees of government undertakings may be made directly to the Vigilance Commission. It is therefore, contended that Respondent No.4 has jurisdiction and authority to investigate the complaint submitted by Petitioner and cannot disclaim responsibility by stating that it lacks executive powers or infrastructure to conduct enquiries.

5.4. Petitioner further contends that the action of Respondent No.4 in forwarding the complaint to Respondent No.5 itself demonstrates that Respondent No.4 had formed an opinion that the complaint disclosed matters requiring enquiry

and further action. Clause 3(viii) of Chapter II of the Vigilance Manual provides that where the Vigilance Commission forms an opinion that action is required on a complaint or information received, the Commission may entrust the complaint for preliminary enquiry to the concerned administrative department, Chief Vigilance Officer or the vigilance officer of the concerned department or undertaking. Forwarding of the complaint to Respondent No.5 by letter dated 13.01.2026 clearly indicates that Vigilance Commission had formed an opinion that an enquiry was necessary in the present case.

5.5. Petitioner further states that once the Vigilance Commission forms such an opinion and entrusts the matter for enquiry, the procedure prescribed under the Vigilance Manual must necessarily be followed. The Vigilance Manual provides a detailed mechanism requiring the concerned department to conduct a preliminary enquiry, verify the allegations and submit a report in the prescribed format to the Vigilance Commission along with the relevant records. It is stated, upon receipt of preliminary enquiry report, the Vigilance Commission is empowered to take further action including directing registration of a criminal case by the Anti-Corruption Bureau or initiating departmental proceedings against the officials concerned.

5.6. Petitioner therefore, states that contention of Respondent No.4 that its responsibility ceased upon forwarding the complaint to the concerned department is wholly incorrect and contrary to the procedure prescribed in the Vigilance Manual. The conduct of Respondent No.4 amounts to abdication of jurisdiction and failure to discharge the statutory responsibilities entrusted to the Vigilance Commission. According to Petitioner, such abdication of responsibility is detrimental to the statutory framework intended to ensure vigilance oversight and a corruption-free administration.

6. Petitioner further states that counter affidavit filed by Respondents 5 to 7 is also denied in its entirety and the assertions made therein are vague and baseless. The conduct of Respondent Nos.5 to 7, particularly the urgency displayed only after the interim order dated 23.01.2026 and not after the earlier order dated 30.12.2025, demonstrates the necessity of conducting a vigilance enquiry into the tender process involving Respondent Nos. 10 to 12. It is also contended, the stand taken by Respondents 5 to 7 itself indicates collusion between the official respondents and Respondents 10 to 12, particularly when their counter attributes the delay in execution of the tender to the official respondents but the official respondents have not denied or explained such delay.

6.1. Petitioner further states that counter of Respondents 5 to 7 itself reveals several irregularities in the tender process. The said respondents failed to explain the five-month delay between 21.06.2025/24.06.2025 and 25.11.2025 in approving the colour codes for the bunker beds, which delay exceeds the contractual completion period of 120 days. Respondents 5 to 7 have not addressed the specific allegation that the tender conditions required the bidder to have been in existence for at least seven years, whereas Respondent No. 10 was incorporated only in the year 2022.

6.2. Petitioner further contends that Respondent Nos.5 to 7 have also failed to rebut the allegation regarding the substantial price difference between the cost of bunker beds procured by Respondent Nos. 10 to 12, which is stated to be approximately Rs.15,300/- per unit, and the price charged to the Government which exceeds Rs.30,000/- per unit. According to Petitioner, failure of the official respondents to address this issue demonstrates that Respondents 10 to 12 are deriving excessive profits at the cost of the public exchequer. Petitioner therefore, submits that counter affidavit filed by Respondents 5 to 7 itself indicates that there has been significant loss to the public exchequer arising out of the tender process and that it is therefore necessary that the transactions relating to the tender

be investigated and appropriate action be taken against the persons responsible. Petitioner further contends that the necessity of such investigation is reinforced by the fact that Respondent No.4 had already issued letter dated 13.01.2026 directing Respondent No.5 to conduct enquiry into the matter. Despite such direction, Respondents 5 to 7 have filed the counter without conducting any enquiry and without even placing the said communication before this Court.

6.3. Petitioner further alleges that the stand taken by Respondents 5 to 7 that any excess payment made to Respondents 10 to 12 can be recovered later demonstrates a mechanical and unjustified attempt to protect Respondents 10 to 12 by permitting payments to be made at allegedly inflated prices without first determining the correctness of the pricing. It is therefore, contended, the conduct of Respondents 5 to 7 in attempting to justify the payments proposed to be made to Respondents 10 to 12 despite the serious allegations raised in the representation dated 18.12.2025 further demonstrates the need for an independent vigilance enquiry into the entire tender process.

7. Heard Sri Avinash Desai, learned Senior Counsel assisted by Sri TPS Harsha, learned counsel for petitioner, Smt. N.V.R. Rajyalakshmi, learned Standing Counsel for Central

Government on behalf of Respondents 1, 2, 8 and 9, Ms. Uma Devi, learned Standing Counsel for NABARD, learned Government Pleader for School Education on behalf of Respondents 5 to 7 and Sri A. Yadava Reddy, learned Standing Counsel for TSEWIDC on behalf of Respondent No.13 and Sri B. Vamshidhar Reddy, learned counsel for Respondents 10 to 12.

8. The principal relief sought is to declare the alleged inaction of Respondents 2 and 4 on the representation dated 18.12.2025 submitted by Petitioner as illegal, arbitrary and unconstitutional, and consequently to direct the said respondents to register a vigilance complaint and to take action in accordance with law. From this, it is evident that the scope of the present Writ Petition is limited to examining whether the competent authorities, particularly Respondents 2 and 4, have failed to consider the representation dated 18.12.2025 and whether such alleged inaction warrants interference by this Court in exercise of its jurisdiction under Article 226 of the Constitution.

9. Petitioner has sought to project the matter as involving large-scale irregularities in the tender process relating to supply, commissioning and installation of bunker beds in Kasturba Gandhi Balika Vidyalayas in the State of Telangana. According to Petitioner, tender process and subsequent

supplementary agreements allegedly resulted in substantial financial loss to the public exchequer and therefore, warranted initiation of vigilance proceedings. However, it is necessary to note that the present Writ Petition, as framed, does not directly challenge the tender process, award of contracts to Respondents 10 and 11 or the supplementary agreements dated 29.11.2025 entered into between the authorities and the said contractors. The relief sought is confined to a direction to Respondents 2 and 4 to act upon the representation dated 18.12.2025 submitted by Petitioner. Therefore, the central question that arises for consideration is whether there has been any failure on the part of the Authorities to consider the representation and whether such alleged inaction justifies issuance of a writ of *mandamus*.

10. In this regard, the counter filed by Respondent No.4 assumes significance. Respondent No.4 categorically stated that upon receipt of the complaint submitted by Petitioner dated 18.12.2025, the same was examined by the Vigilance Commission and thereafter, it was forwarded to the Secretary, School Education Department, Government of Telangana, by Letter dated 13.01.2026 with a request to conduct enquiry and take appropriate action in the matter. The said fact is not in dispute. Petitioner himself, in the rejoinder, acknowledges

existence of the said communication dated 13.01.2026 which reads as under:

**TELANGANA VIGILANCE COMMISSION
SECRETARIAT :: HYDERABAD**

Letter No.5698/Spl.VC.C1/2025-1, Dated: 13/01/2026

From
M.G. Gopal, IAS (Retired),
Vigilance Commissioner.

To
The Secretary to Government,
School Education Department,
Dr.B.R.Ambedkar Telangana Secretariat
Hyderabad (we)

Madam,

Sub: Complaint on registering the case for loss to State Exchequer nearly 100 crores by escalating the unit price of the Bunker Beds from Rs.15000 to 33000/- in KGBVs in Telangana State with the Mattresses & Pillows - Reg.

- Ref: 1. From Sri Peddi Sudarshan Reddy, Ex.MLA, arsampet-103, Warangal District and Ex. Chairman, Civil Supplies Corporation, Telangana, dt. 18.12.2025.
2. From Sri TPS Harsha, Advocate, #3B, Abnanta Nilayam, P.S.Nilayam, Masab Tank, Hyderabad, dt.31.12.2025.
3. From Sri Peddi Sudarshan Reddy, Ex.MLA, Narsampet-103, Warangal District and Ex. Chairman, Civil Supplies Corporation, Telangana, dt.30.12.2025 & 31.12.2025.
4. Orders of Show Cause Notice before admission issued by the Hon'ble High Court in W.P.No.40073 of 2025 on 30.12.2025 filed by Sri Peddi Sudershan Reddy, S/o P.Raji Reddy (downloaded from the website of THC).

Commission forwards herewith copies of the references 1st to 4th cited together with its enclosures to the School Education Department to conduct enquiry and take necessary action in the matter.

(2) Receipt of this letter together with enclosure may be acknowledged. "This letter should not be quoted or referred to in any correspondence or order".

Yours faithfully,
For Vigilance Commissioner
(A. SUBRAHMANYAM)
Secy. to V.C.

11. Therefore, the primary grievance raised by Petitioner ie. Respondent No.4 failed to act upon the

representation dated 18.12.2025, stands substantially addressed. Once the complaint has been forwarded to the appropriate department for enquiry, the process contemplated under the administrative framework governing vigilance matters stands initiated. The role of this Court, in such circumstances, is limited.

12. It is well-settled that jurisdiction of this Court under Article 226 of the Constitution is discretionary and is primarily intended to ensure that statutory authorities act within the bounds of their powers and discharge their duties in accordance with law. The Court ordinarily does not issue directions where the grievance raised by petitioner has already been addressed or where the statutory mechanism has already been set in motion.

13. Petitioner has sought to contend that Respondent No.4 ought to have undertaken a more proactive role in conducting or supervising the enquiry. However, the counter affidavit filed by Respondent No.4 explains the institutional framework under which the Vigilance Commission functions and clarifies that complaints received from members of the public are examined and thereafter, referred to the administrative department or investigating agencies for enquiry

and report. Therefore, it cannot be said that Respondent No.4 has failed to discharge its duties in the matter.

14. At this stage, it is also necessary to emphasize that writ jurisdiction of this Court cannot be invoked to supervise or micro-manage the manner in which an administrative enquiry is to be conducted once the competent authority has already initiated the process. The Court is also conscious of the fact that Petitioner has raised several allegations regarding irregularities in the tender process, alleged price escalation and alleged loss to the public exchequer. However, those issues are not directly the subject matter of challenge in the present Writ Petition.

15. The attempt made subsequently by Petitioner through interlocutory applications to widen the scope of the proceedings and seek orders restraining execution of the tender or supply of bunker beds cannot alter the nature of the original Writ Petition. It is settled principle of law that the relief sought in a Writ Petition must be determined primarily on the basis of the pleadings and the prayer clause in the main petition. Interlocutory applications cannot be used as a device to substantially transform the nature of the proceedings or introduce entirely new causes of action.

16. The Court also takes note of the submission made by respondents that the issues relating to alleged irregularities

in the tender process and the execution of supplementary agreements had earlier been the subject matter of Writ Petition No. 38140 of 2025 filed before this Court. According to the respondents, the said writ petition was dismissed on 22.01.2026. Against the said order, Writ Appeal No. 411 of 2026 was filed and it was also dismissed *vide* order dated 13.04.2026.

17. In matters relating to public procurement and contractual arrangements entered into by the State or its instrumentalities, the scope of judicial review under Article 226 of the Constitution is limited. Courts ordinarily refrain from interfering in contractual matters unless the decision-making process is shown to be vitiated by arbitrariness, *mala fides*, irrationality or violation of statutory provisions. The present Writ Petition, however, does not call upon this Court to examine the legality of the tender process or the contractual arrangements entered into by the State as the limited grievance is non-consideration of Petitioner's representation.

18. Be that as it may, since Respondent No.4, on receipt of complaint of Petitioner dated 18.12.2025, examined and forwarded the same to Respondent No.5 - Secretary to Government, School Education Department, Government of Telangana, by Letter dated 13.01.2026 with a request to conduct enquiry and take appropriate action in the matter,

which fact was acknowledged by petitioner, Respondent No. 5 is directed to conduct detailed enquiry into the matter within a reasonable period and take necessary action. Till then, the interim order dated 23.01.2026 will prevail.

19. The Writ Petition is accordingly, disposed of. No costs.

20. Consequently, the miscellaneous Applications, if any shall stand closed.

NAGESH BHEEMAPAKA, J

01st May 2026

ksld

