

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.13745 of 2025**

---

---

M/s UKS- Lokaditya Construction Pvt. Ltd. (Joint Venture), through its partner, Umakant Singh, male, aged about 56 years, Son of Loknath Singh, Resident of Mirchaibari, P.S. - Katihar, District- Katihar.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Public Health Engineering Department, Government of Bihar, Patna.
2. The Chief Engineer-cum-Special Secretary (Headquarters), PHED, Patna.
3. The Regional Chief Engineer, Public Health Engineering Circle, Purnia.
4. The Executive Engineer, PHED, Forbesganj, Araria.
5. The Executive Engineer, PHED, Kishanganj.
6. The Executive Engineer, PHED, Katihar.

... .. Respondent/s

---

---

**Appearance :**

For the Petitioner/s : Mr. Pramod Mishra, Advocate  
For the Respondent/s : Mr. Saroj Kumar Sharma, AC to AAG-3

---

---

**CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH**  
**and**  
**HONOURABLE MR. JUSTICE RANJAN KUMAR JHA**  
**ORAL JUDGMENT**  
**(Per: HONOURABLE MR. JUSTICE SUDHIR SINGH)**

**Date : 16-06-2026**

Heard learned counsel for the parties.

2. The following reliefs have been sought in the present writ application:

*“For issuance of any appropriate order/orders, direction/directions commanding and Directing Respondent authorities to declare the petitioner Joint Venture company technically successful in the bid evaluation process of PHED Tenders No. 08/2024-25 (Group No. 4 Thakurganj), 09/2024-25 (Group No. 01) and 13/2024-25 (Group No. 1,*



*2 and 4) of Kishanganj, Forbesganj and Katihar respectively and to consider petitioner's financial bids, which were arbitrarily excluded by Tender Committee on hyper-technical grounds. Despite full compliance with substantive eligibility criteria, petitioner has been declared unsuccessful due to alleged minor defects such as non-submission of affidavit JV agreement before a First-Class Magistrate and interpretation issues concerning collective experience evaluation under clause 4.5A and 4.4.5(iv) of SBD.”*

3. The brief facts of the case is that the petitioner, a Joint Venture comprising Umakant Singh and M/s Lokaditya Construction Pvt. Ltd., participated in NIT Nos. 08/2024-25, 09/2024-25 and 13/2024-25 issued by the Public Health Engineering Department, Government of Bihar. The petitioner submitted its bids for Group-4 under NIT No. 08/2024-25, Group-1 under NIT No. 09/2024-25 and Groups-1, 2 and 4 under NIT No. 13/2024-25.

4. The petitioner's technical bids were declared unsuccessful on the ground of alleged non-compliance with certain conditions of the Standard Bidding Document relating to the Joint Venture agreement and eligibility criteria. The petitioner thereafter preferred complaints before the departmental authorities. The Departmental Grievance



Redressal Committee, by its decision dated 31.07.2025, upheld the rejection of the petitioner's bids.

5. Learned counsel for the petitioner submits that the petitioner-Joint Venture had duly uploaded all requisite documents and fulfilled the eligibility conditions prescribed under the Standard Bidding Document (SBD). It is submitted that the technical bid under NIT No. 08/2024-25 was rejected on the ground that the Joint Bidding Agreement was not attested by a First Class Magistrate and for alleged non-compliance of Clauses 4.4(ii) and 4.4.5.(i) of the SBD. According to the petitioner, neither the Notice Inviting Tender nor the SBD requires attestation of the Joint Venture Agreement by a First Class Magistrate and, therefore, rejection on such ground is arbitrary and unsustainable.

6. It is further submitted that insofar as NIT Nos. 09/2024-25 and 13/2024-25 are concerned, the finding regarding non-fulfilment of Clauses 4.5A(b) and 4.5A(c) of the SBD is factually incorrect. Learned counsel submits that the experience and work-execution criteria were required to be assessed collectively in the case of a Joint Venture and the constituent members of the petitioner-Joint Venture satisfied the prescribed thresholds on the basis of the experience certificates



furnished along with the bids. It is argued that the petitioner had also submitted the requisite affidavits and other supporting documents and, therefore, there was substantial compliance with all tender conditions.

7. Learned counsel further submits that although the petitioner preferred representations before the competent authorities against its disqualification, the Departmental Grievance Redressal Committee, by its decision dated 31.07.2025, mechanically affirmed the decision of the Tender Committee without properly considering the documents placed on record. It is also contended that the reasons assigned by the Grievance Committee were different from those mentioned in the initial orders of rejection, which demonstrates arbitrariness in the decision-making process.

8. In support of the aforesaid submissions, reliance has been placed on the decisions of the Hon'ble Supreme Court in *Kalinga Mining Corporation v. Union of India* reported in (2013) 5 SCC 252 and *N.G. Projects Ltd. v. Vinod Kumar Jain* reported in (2022) 6 SCC 127 to contend that bids ought not to be rejected on hyper-technical grounds and that the State and its instrumentalities are required to act fairly, reasonably and in a non-arbitrary manner in matters relating to public procurement.



It is thus submitted that the impugned action is violative of Article 14 of the Constitution of India and liable to be set aside.

9. Per contra, learned counsel appearing on behalf of the respondents submits that the petitioner was rightly declared technically disqualified for non-fulfilment of the eligibility conditions prescribed under Clause 4.5(A) and Clause 4.4.5(iv) of the Instructions to Bidders forming part of the Standard Bidding Document. It is contended that a Joint Venture is required to collectively satisfy the criteria stipulated under Clauses 4.2, 4.5(A), 4.5(B), 4.7 and 4.8 of the Instructions to Bidders and, upon scrutiny of the bid documents, the petitioner was found ineligible.

10. It is submitted that the enquiry committee, after examining the bid documents and evaluation process, submitted its report dated 08.09.2025. The committee found that in several tenders, bidders having similar deficiencies were treated differently during technical evaluation and that the bids had not been scrutinized properly. In view of the defects noticed in the evaluation process, the committee recommended cancellation of the tender/allotment process and initiation of a fresh tender process, including NIT No. 13/2024-25 pertaining to Groups 1, 2, 3 and 4.



11. On the strength of the aforesaid enquiry report, learned counsel submits that the Department has already taken corrective measures and, therefore, no further interference is warranted in the present matter.

12. The limited issue that arises for consideration before this Court is as to whether the petitioner satisfied the eligibility requirements prescribed under Clauses 4.5(A) and 4.4.5(iv) of the Instructions to Bidders forming part of the Standard Bidding Document and, consequently, whether the decision declaring the petitioner technically disqualified warrants interference by this Court.

13. This Court has carefully considered the rival submissions advanced on behalf of the parties and perused the materials available on record.

14. From the records, it transpires that the petitioner, a Joint Venture, participated in the subject tender process and was subsequently declared technically disqualified. The stand of the respondents is that upon scrutiny of the bid documents, the petitioner was found not to have fulfilled the eligibility criteria contemplated under Clauses 4.5(A) and 4.4.5(iv) of the Instructions to Bidders.

15. Clause 4.5(A) prescribes the qualification



requirements necessary for award of the contract. Clause 4.4.5(iv), which specifically governs Joint Ventures, stipulates that the Joint Venture must collectively satisfy the criteria prescribed under Clauses 4.2, 4.5(A), 4.5(B), 4.7 and 4.8 of the Instructions to Bidders. The Tender Evaluation Committee, after evaluating the documents submitted by the petitioner, arrived at a conclusion that the petitioner did not meet the requisite eligibility requirements and was, therefore, liable to be declared technically disqualified.

16. The principal contention of the petitioner is that the constituent members of the Joint Venture collectively satisfied the requisite experience and qualification criteria and that the decision of the Tender Evaluation Committee is erroneous. However, the question as to whether a bidder satisfies the technical and eligibility requirements of a tender document necessarily falls within the domain of the expert body entrusted with evaluation of bids. Unless the decision is shown to be arbitrary, mala fide or patently perverse, the Court would be slow to substitute its own assessment for that of the Tender Evaluation Committee.

17. This Court further notices that pursuant to a complaint dated 28.08.2025 alleging irregularities in the tender



process, the Department constituted an Enquiry Committee under the chairmanship of the Chief Engineer, Public Health Zone, Bhagalpur. The Committee, upon examination of the tender records, submitted its report dated 08.09.2025. The report observed that in certain cases similarly situated bidders were not dealt with uniformly and that deficiencies existed in the process of technical evaluation. The Committee accordingly recommended cancellation of the existing tender process and initiation of a fresh tender process in respect of the concerned works.

18. Further, a careful reading of the enquiry report does not reveal any categorical finding that the petitioner had fulfilled the eligibility requirements prescribed under Clauses 4.5(A) and 4.4.5(iv) of the Standard Bidding Document. The recommendations contained therein are directed towards rectifying deficiencies noticed in the overall evaluation process. Merely because the Committee recommended cancellation and re-tendering of the works would not, by itself, lead to the conclusion that the petitioner was wrongly declared technically disqualified or that it satisfied the eligibility criteria under the tender conditions.

19. The reliance placed by the petitioner on Kalinga



Mining Corporation (supra) and N.G. Projects Ltd. (supra) does not advance its case. There can be no quarrel with the proposition that bids ought not to be rejected on hyper-technical grounds. However, in the present case, the disqualification pertains to fulfilment of eligibility criteria under the Standard Bidding Document itself. Eligibility conditions form the foundation of the tender process and cannot be treated as mere procedural or curable defects.

20. This Court is conscious of the settled position of law that the scope of judicial review in contractual and tender matters is extremely limited. The Court is concerned with the decision-making process and not with the merits of the decision itself. In *Jagdish Mandal v. State of Orissa*, reported in (2007) 14 SCC 517, the Hon'ble Supreme Court held that interference in tender matters is permissible only where the process adopted is mala fide, arbitrary or intended to favour someone, and not merely because another view is possible. The relevant part of the said order reads as follows:

*“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of*



*judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:*

*(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour*



*someone;*

*OR*

*Whether the process adopted or decision made is so arbitrary and irrational that the court can say: “the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached”;*

*(ii) Whether public interest is affected.*

*If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.”*

21. Similarly, in ***Silppi Constructions Contractors v. Union of India***, reported in ***(2020) 16 SCC 489***, the Hon'ble Supreme Court reiterated that the author of the tender document is the best person to understand and appreciate its requirements and constitutional courts should exercise considerable restraint while reviewing decisions of expert tendering authorities. The relevant part of the said order reads as follows:

*“20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in*



*matters of contract involving the State instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.”*

22. Reference may also be made to ***Tata Cellular v. Union of India***, reported in ***(1994) 6 SCC 651***, wherein the Hon'ble Supreme Court held that judicial review is concerned with reviewing the decision-making process and not the decision itself, and that courts should not substitute their own opinion for that of the authority entrusted with taking such decisions. The relevant part of the said order reads as follows:

*“77. The duty of the court is to confine itself to the question of legality. Its concern should be:*

*1. Whether a decision-making authority exceeded its powers?*



2. *Committed an error of law,*
3. *committed a breach of the rules of natural justice,*
4. *reached a decision which no reasonable tribunal would have reached or,*
5. *abused its powers.*

*Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfilment of that policy is fair. It is only concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case. Shortly put, the grounds upon which an administrative action is subject to control by judicial review can be classified as under:*

*(i) Illegality : This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it.*

*(ii) Irrationality, namely, Wednesbury unreasonableness.*

*(iii) Procedural impropriety.*

*The above are only the broad grounds but it does not rule out addition of further grounds in course of time. As a matter of fact, in R. v. Secretary of State for the Home Department, ex Brind [(1991) 1 AC 696] , Lord Diplock refers specifically to one development, namely, the possible recognition of the principle of proportionality. In all these cases the test to be adopted is that the court should, “consider whether something has gone wrong of a nature and degree which requires its*



*intervention”.*”

23. Further, in ***Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.***, reported in ***(2016) 16 SCC 818***, the Hon'ble Supreme Court observed that the interpretation of tender conditions by the employer deserves deference and the constitutional courts should not interfere unless the interpretation is shown to be arbitrary, mala fide or irrational.

The relevant part of the said order reads as follows:

*“11. Recently, in Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium) [Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium), (2016) 8 SCC 622 : (2016) 4 SCC (Civ) 106 : (2016) 8 Scale 99] it was held by this Court, relying on a host of decisions that the decision-making process of the employer or owner of the project in accepting or rejecting the bid of a tenderer should not be interfered with. Interference is permissible only if the decision-making process is mala fide or is intended to favour someone. Similarly, the decision should not be interfered with unless the decision is so arbitrary or irrational that the Court could say that the decision is one which no responsible authority acting reasonably and in accordance with law could have reached. In other words, the decision-making process or the decision should be perverse and not merely faulty or incorrect or erroneous. No such extreme case was made out by GYT-TPL JV in the High Court or before us.*



*13. In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process or the decision.”*

24. Applying the aforesaid principles to the facts of the present case, this Court finds that the petitioner has not been able to demonstrate that the conclusion reached by the Tender Evaluation Committee regarding non-compliance with Clauses 4.5(A) and 4.4.5(iv) of the Standard Bidding Document was so arbitrary or perverse as to warrant interference under Article 226 of the Constitution of India. Mere disagreement with the assessment of eligibility conditions by the expert body cannot be a ground for this Court to undertake a fresh evaluation of the bid documents.

25. In the absence of any material demonstrating that the decision of the Tender Evaluation Committee was actuated by mala fides, arbitrariness or patent perversity, this Court finds no reason to interfere with the technical disqualification of the petitioner. The issue is, accordingly, answered against the petitioner.

26. Accordingly, the present writ application stands



dismissed.

27 . Pending application(s), if any, shall also stand  
disposed of.

**(Sudhir Singh, J.)**

**( Ranjan Kumar Jha, J.)**

*Atul, Anushka/-*

AFR/NAFR	AFR
CAV DATE	
Uploading Date	19.06.2026
Transmission Date	

