



2026:KER:16982

WP(C) No. 4162 OF 2026

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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE ZIYAD RAHMAN A.A.

FRIDAY, THE 27TH DAY OF FEBRUARY 2026 / 8TH PHALGUNA, 1947

WP(C) NO. 4162 OF 2026

PETITIONER/S:

MARYMATHA INFRASTRUCTURE PRIVATE LIMITED
AGED 54 YEARS, BUILDING NO. XVII/180, MARYMATHA SQUARE,
ARAKUZHA ROAD, MUVATTUPUZHA, ERNAKULAM, REPRESENTED BY
ITS DIRECTOR, SIBU CHERIAN, S/O. MP CHERIAN, PIN -
686661

BY ADVS.
SHRI. SHINTO MATHEW ABRAHAM
SRI. ARUN THOMAS
SMT. KARTHIKA MARIA
SRI. ANIL SEBASTIAN PULICKEL
SMT. LEAH RACHEL NINAN
SHRI. MATHEW NEVIN THOMAS
SHRI. KARTHIK RAJAGOPAL
SHRI. KURIAN ANTONY MATHEW
SMT. APARNNA S.
SHRI. NOEL NINAN NINAN
SMT. VEENA RAVEENDRAN
SHRI. ADEEN NAZAR
SHRI. ARUN JOSEPH MATHEW
SHRI. ROHAN MATHEW
SHRI. SANTHOSH MATHEW (SR.)

RESPONDENT/S:

- 1 SOUTHERN RAILWAY
INDIAN RAILWAY FIRST FLOOR, GCDA EASTERN ENTRY TOWER,
ERNAKULAM JUNCTION REPRESENTED BY ITS CHIEF ENGINEER
(CONSTRUCTION), PIN - 682016
- 2 CHIEF ENGINEER (CONSTRUCTION)



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SOUTHERN RAILWAY, FIRST FLOOR, GCDA EASTERN ENTRY
TOWER, ERNAKULAM JUNCTION,, PIN - 682016

- 3 M/S. SVCPL-JVEA (JV) ,
NO.30, MSK ARCADE, NADARMEDU,ERODE, TAMIL NADU,
REPRESENTED BY ITS AUTHORISED OFFICER, PIN - 638002
- 4 M V V SATYANARAYANA
6-1-136/3, MEHER RATNA COMPLEX, BALARAM COLONY, WALKER
TOWN, SECUNDERABAD, TELANGANA, REPRESENTED BY ITS
AUTHORISED OFFICER, PIN - 500025
- 5 SRI AVANTIKA CONTRACTORS (I) LTD
610 B NILGIRI BLOCK, ADITYA ENCLAVE, AMEERPET,
HYDERABAD, TELANGANA, REPRESENTED BY ITS AUTHORISED
OFFICER, PIN - 500038

BY ADVS.

SMT. O.M.SHALINA, DEPUTY SOLICITOR GENERAL OF INDIA
SHRI.ANESH PAUL
FOR R3 BY SRI.G.SHRIKUMAR (SR.)

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
12.02.2026, THE COURT ON 27.02.2026 DELIVERED THE FOLLOWING:



JUDGMENT

This writ petition is submitted by a private limited company engaged in infrastructure development and construction. The petitioner formed a joint venture with M/s Kerala Rail Development Corporation Limited (K-Rail) for the purpose of participating in the tender proceedings notified by the Southern Railway, the 1st respondent, as evidenced by Ext.P1. The said notification was in respect of a work 'Re-development of Chengannur Railway Station, Kerala, India on engineering procurement and Construction (EPC) Mode'. The Probable Amount of Contract (PAC) as stated in the tender document was for Rs.89,50,33,386/- and the project was to be completed within a period of 28 months.

2. As mentioned above, the petitioner formed joint venture with K-Rail, which is a company formed jointly by the Government of Kerala and the Ministry of Railways as per joint venture agreement dated 1.9.2016. The petitioner furnished all the necessary documents as contemplated under the tender documents before the 2nd respondent. However, the respondents as per Ext.P12 communication by way of an e-mail, intimated the petitioner that "Your Techno-Commercial Bid against Tender No.12-CE-CN-ERS-2025- EPC, which was due on 03-OCT-2025 15.00.00 Hrs has been



found technically unsuitable due to following reasons:

Comments; Submission of bid not valid”

3. Exhibit P13 is the screenshot of the relevant pages from the portal of the respondents where it is mentioned that, the submission of bid of the petitioner was not valid. According to the petitioner, no reasons are conveyed, as to the disqualification and the respondents 1 and 2 are proceeding to finalize the tender in favour of the 3rd respondent, who is the only bidder qualified in the technical evaluation. This writ petition is submitted by the petitioner in such circumstances challenging Exhibits P12 and P13 and seeking consequential relief to direct the 1st and 2nd respondents to re-consider the petitioners technical bid and allow the petitioner to participate in the financial bid.

4. A detailed counter affidavit has been submitted by the 1st and 2nd respondents, wherein, the reasons that prompted the 1st and 2nd respondents to disqualify the petitioner in the technical evaluation process were highlighted. It is pointed out that, the petitioner failed to submit the relevant documents as contemplated in clause 2.11.2 of Ext.P1 tender documents. The deficiency in the documents of the petitioner, as highlighted in the counter affidavit was that, the copy of the resolution of the Directors of the Company in relation to the joint venture partner of the petitioner viz; K-Rail, was not produced, and instead, what is produced was the minutes of the meeting of the Board



of Directors. Similarly, the decision taken in the minutes of the meeting could not have been accepted in view of the fact that, the same was not sufficient, as the said decision taken therein was to permit the person named therein, to act as attorney of the joint venture partner, to participate in any tender, either individually or along with a joint venture partner. Thus, according to the respondents 1 and 2, no specific authorization is seen reflected in such decision, to form a joint venture for the purpose of entering into a contract based on Ext.P1 tender notification. Apart from the above, it was contended that, as per the joint venture agreement entered into between the State Government and the Indian Railways, based on which the K-Rail was formed, it is stipulated that, for entering into a partnership or joint venture with any other party, a special resolution has to be passed and the minutes of the meeting, which is relied on by the petitioner while submitting the tender, is not fulfilling the said requirement. Therefore, it was averred that, the joint venture in which the petitioner is a lead partner, failed to satisfy the requirements contemplated in Ext.P1 tender documents. Therefore, they are not qualified. Thus, the dismissal of the writ petition was sought.

5. I have heard Sri. Santhosh Mathew, the learned Senior counsel for the petitioner, Smt. O.M.Shalina, the learned Deputy Solicitor General of India and Sri. G. Srikumar, the learned Senior counsel



appearing for the 3rd respondent.

6. The learned Senior Counsel appearing for the petitioner contended that, the reasons cited by the respondents 1 and 2, for disqualifying the petitioner, are not legally sustainable and the same are not in tune with the requirements contemplated under the tender documents. On the other hand, the said submission was stoutly opposed by the learned DSGI as well as learned Senior Counsel appearing for the 3rd respondent.

7. I have carefully gone through the records and heard the contentions raised by all the parties. The first objection raised by the learned DSGI with regard to the qualification of the petitioner is by placing reliance upon clause 2.11.2(g)(i)(c) of Ext.P1 which provides for the documents to be submitted if the bidder is a joint venture. The documents referred to therein are as follows:

- i) A copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement.*
- ii) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company.*
- iii) A copy of Certificate of Incorporation*
- iv) A copy of Authorization/copy of Power of Attorney as per format at Appendix-II issued by the Company (backed by resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company).*

According to the respondents, what is provided by the petitioner in respect of its joint venture partner, was not a copy of the resolution of the Directors of the company permitting the company to



enter into a joint venture agreement, but instead, only a decision taken in the meeting of the Board of Directors, which is not sufficient. The petitioner has produced the copy of the minutes of the said meeting as part of Ext.P6. The said decision is taken on 4.1.2024. The contents of the same read as follows:

“Board authorised Shri. V. Ajith Kumar, Director (Business Development & Finance) to participate in tender alone or through J.V./Consortium. Board issued General Power of Attorney to Shri.V. Ajith Kumar, Director (Business Development & Finance) for meeting the documentation requirements in all tenders with following powers:

i) To make all such arrangements, to do all such acts and things and to incur all such expenditure on behalf of the company, as may be necessary and expedient for the management of the business of the company or in carrying out its activities.

ii) To participate in tenders on behalf of the company alone or on JV/Consortium basis and decide on related matters.

iii) To appoint attorneys from time to time as and when necessary to participate in tenders on behalf of the company alone or on JV/Consortium basis and related matters.

Board further authorised Shri. Anil Kumar G., Additional General Manager & Company Secretary to issue the above General Power of Attorney to Shri. V. Ajith Kumar, Director (Business Development & Finance), based on this decision).”

8. Thus, a careful scrutiny of Ext.P6 would indicate that, the said decision, which was taken on 4.1.2024, specifically authorized Sri. V. Ajith Kumar, Director (Business Development & Finance), to participate in tenders alone or through JV/Consortium. Further, the relevant clauses in the said decision specifically confer upon the said V.Ajith Kumar, the power to make all arrangements necessary to do all such acts and things and to incur all such expenditure on behalf of the company, as may be necessary and expedient for the management of the business of the company or in carrying out its activities, to participate in tenders on



behalf of the company alone or on JV/Consortium basis and decide on related matters and to appoint attorneys from time to time as and when necessary to participate in tenders on behalf of the company alone or on JV/Consortium basis and related matters. Based on Ext.P6, a power of attorney was executed by the Company authorizing Sri. V. Ajith Kumar, to do such acts as authorized in Ext.P6. The said power of attorney is produced as part of Ext.P6.

9. Since such power of attorney authorizes the said V. Ajith Kumar to appoint an attorney for participating in tenders alone or as a partner of joint venture, another power of attorney was executed by the said Ajith Kumar on 26.9.2025 authorizing Mr. Ezhilan M. as the attorney for the company to participate in the tender process as notified in Ext.P1. It is to be noted that, such power of attorney in favour of Sri. Ezhilan M. was issued by the said Ajith Kumar in the form as prescribed in Appendix-II of Ext.P1 tender notification. Thus, it is discernible from a joint reading of the documents referred to above that, a proper power of attorney in the manner prescribed in the tender documents has been executed and submitted along with the tender documents which, in turn, was executed based on the authority conferred by the K-Rail, upon the person executing it, by way of a decision taken by the Company on 4.1.2024.

10. In this regard, it is to be noted that, an objection was also



raised to the effect that, the decision, as reflected in the extract of the minutes of the meeting produced along with the tender documents, is not the sufficient requirement, as what is contemplated in the relevant clauses is the resolution of the Board of Directors. The learned DSGI also referred to various provisions of Companies Act, 2013, to distinguish the Board Resolution, with the decision recorded in the minutes of the meeting to content that, the same is not sufficient to meet the requirements of tender documents. However, after carefully going through the contents of Ext.P6, I find that, it is not necessary to reject the bid submitted by the petitioner through the joint venture, for that reason. A reading of the said decision would indicate that a power has been expressly conferred upon Sri. V. Ajith Kumar, to participate any tender alone or through JV/Consortium. This could be interpreted to mean that, it is an express power provided to enter into a joint venture agreement. Therefore, the fact that, the said decision is not reflected in the form of a resolution of the Board of Directors need not be taken as a ground, as it would be too technical, taking note of the requirement of the said document. To be precise, insisting for a resolution of the Board of Directors of the company in the case of a joint venture is to ensure that such joint venture is entered into by the party concerned with proper authority. Once that purpose is clearly established from the documents produced by the party concerned, the



nature of the documents as to whether it is a minutes of the meeting or the Board resolution is not of much significance. This is particularly because, going by the words used in the decision, as recorded in the minutes of the meeting held on 4.1.2024, it is evident that it specifically authorizes Sri. V. Ajith Kumar to participate in the tender alone or through JV/Consortium and thus there is substantial compliance of the requirements.

11. Yet another contention raised by the learned DSGI is that, for K-Rail, to enter into a joint venture, a super majority resolution as contemplated in Ext.R1(b) joint venture agreement between the Government of Kerala and Ministry of Railways is required. "Super Majority Resolution" is defined in Ext.R1(b) joint venture agreement between the Government of Kerala and the Ministry of Railways, which is as follows:

"Super Majority Resolution" in relation to a Fundamental issue means a special resolution as defined in the Act in the case of a general meeting of the company and in the case of a meeting of the Board, a resolution on which all Directors present and representing each of the parties to this Agreement and being entitled to vote on such matter, vote unanimously in favour of the resolution with respect to such Fundamental issue."

The clause 6 deals with the "fundamental issues", and clause 6.1(vii) provides that a super majority resolution of the Board of Directors or at the general meetings of shareholders is necessary in cases where, establishment of the subsidiaries and/or entering into any partnerships or joint ventures. In response to the aforesaid contention, the learned



Senior Counsel appearing for the petitioner brought to the attention of this Court, the minutes of the 29th meeting, which is produced as Ext.P19 held on 4.1.2024, in which, the decision to authorize Sri. V. Ajith Kumar was taken. It is discernible therefrom that, in the said meeting, while the decision referred to above is taken, all the Directors present in the meeting have unanimously accepted it, therefore, it is contended that, the same amounts to the compliance of the said requirement and hence the authority to enter into the joint venture agreement need not be disputed. I find merit in the said submission. This is because, what is contemplated in Ext.R1(b) joint venture agreement is to have a super majority resolution which takes in, a resolution in which all Directors present and representing each of the parties to this agreement and being entitled to vote, have taken a decision on such matter, unanimously, in favour of the resolution. In this case, Ext.P19 would indicate that, authorization was based on a unanimous decision and thus there is substantial compliance of the said clause as well. Therefore, the said objection is not at all legally sustainable.

12. Thus, it is evident from the above that, the reasons highlighted by the 1st and 2nd respondents, as a disqualification for the petitioner, are not sustainable. In this regard, it is to be noted that the defects that attracted disqualification according to the respondents, as referred to above, are not something which affects the quality and



efficiency/capacity of the petitioner or its joint venture, to carry out the work involved in the tender notification. Therefore, so long as the same are not relating to the qualities and efficiency/capacity of the respondents, the rejection of bids on technical reason is not proper. It is a well settled position of law that, when it comes to the question of public contracts, the attempt of the public authority is to ensure maximum participation so as to have an effective competition in the bidding process. Hyper technical approach need not be resorted to, so long as the requirements based on which the decision taken is not affecting the quality of the work offered by the tenderer and the capability of such tenderer to carry out the said works. In this case, the reasons mentioned above are not affecting the capacity of the petitioner or its joint venture, to carry out the said works and therefore, if the petitioner is otherwise qualified, the participation should be ensured. It is evident from the records that, as of now, only one tender has been accepted and therefore the continuation of the tender process without any competition may not be in the best interest of the State as well.

13. The learned DSGI, by placing reliance upon the observations made by the Hon'ble Supreme Court in **Surguja Bricks Industries Company (M/s.) v. State of Chhattisgarh [(2025) SCC OnLine SC 2916]** contended that, in the matter of decision to be taken for tender, the interpretation that is adopted by the tendering authority has to be



given predominance. However, in the said decision itself, it has been clarified that, the said principle has its own limitation and if the eligibility criteria is irrational or absurd leading to arbitrary consequences, it would be the duty of a Constitutional court to interdict such a decision making process. While the applying the aforesaid principles to the facts of this case, it can be seen that, the reasons highlighted by the respondents 1 and 2 to disqualify the petitioner are not of much consequences, as the documents mentioned above substantially comply the requirements specified in the tender documents. The documents referred to above, which were treated as inadequate, were in relation to the authority of one of the joint venture partner to participate in the tender documents and according to the respondents 1 and 2, those documents are not in the form as prescribed in the tender documents.

14. As far as the Board resolution is concerned, there is no form prescribed in the tender documents and the forms are prescribed only in respect of the power of attorneys and other documents. It is not in dispute that, all the documents which are required to be furnished in the forms prescribed in the tender documents, are already furnished by the petitioner. As far as the Board resolution is concerned, even though in strict sense a resolution was not produced, the extract of the minutes of the meeting of the Board of Directors submitted along with the tender



documents would clearly establish the authority of the K-Rail, the joint venture partner, to participate in the tender process as part of a joint venture. Of course, it is true that, as contended by the learned DSGI, the said decision taken in the meeting, as a general decision without specific reference to the tender in question. However, that by itself cannot be a reason to disqualify the petitioner. This is because, so long as the said decision taken in the Board of Directors conveys clearly an authorization to enter into any joint venture agreement, that amounts to substantial compliance of the requirements and this Court has held that the same does not affect the capacity and ability of the petitioner to execute the work.

In such circumstances, this Writ Petition is disposed of quashing Exts.P12 and P13, directing the respondents 1 and 2 to permit the petitioner to participate in the tender process and the technical bid of the petitioner be evaluated. If the petitioner is found otherwise qualified, the petitioner's financial bid shall be opened and proceedings shall be finalized accordingly, without any delay.

Sd/-

**ZIYAD RAHMAN A.A.
JUDGE**

pkk

APPENDIX OF WP(C) NO. 4162 OF 2026

PETITIONER EXHIBITS

EXHIBIT P1	A TRUE COPY OF THE TENDER DOCUMENT, ISSUED BY THE 1ST AND 2ND RESPONDENTS ON 07-08-2025
EXHIBIT P2	A TRUE COPY OF THE JOINT VENTURE (JV) AGREEMENT BETWEEN THE PETITIONER AND K-RAIL, DATED 27-09-2025
EXHIBIT P3	A TRUE COPY OF THE SUMMARY REPORT OF THE PETITIONER'S BID ON BEHALF OF THE JV
EXHIBIT P4	A TRUE COPY OF THE TENDER TECHNICAL BID OPENING RESULT PAGE SHOWING THE PARTICIPATION OF THE PETITIONER AS A JV
EXHIBIT P5	A TRUE COPY OF THE POWER OF ATTORNEY, DATED 27-09-2025, AS PER APPENDIX II, SUBMITTED BY PETITIONER TO THE RESPONDENT AUTHORITIES
EXHIBIT P6	A TRUE COPY OF THE POWER OF ATTORNEY, DATED 26-09-2025, FOR SIGNING OF BID, ISSUED BY K-RAIL, THE JV PARTNER OF PETITIONER, AS PER APPENDIX-II OF EXHIBIT P1
EXHIBIT P7	A TRUE COPY OF THE POWER OF ATTORNEY, DATED 27-09-2025, AS PER APPENDIX III, SUBMITTED BY PETITIONER TO THE RESPONDENT AUTHORITIES
EXHIBIT P8	A TRUE COPY OF THE CERTIFICATE, DATED 19-09-2025, REGARDING CONSTRUCTION WORK, WHICH INCLUDES THE COMPLETION CERTIFICATE, DATED 01-04-2025, ISSUED BY OFFICE OF EXECUTIVE ENGINEER, PWD
EXHIBIT P9	A TRUE COPY OF THE NETWORTH CERTIFICATE, DATED NIL, OF THE PETITIONER COMPANY
EXHIBIT P10	A TRUE COPY OF THE CERTIFICATE, DATED 24-09-2025, ISSUED FOR K-RAIL, SHOWING ITS NET TURNOVER
EXHIBIT P11	A TRUE COPY OF THE CERTIFICATE, SHOWING THE BID CAPACITY OF THE PETITIONER COMPANY, AS PER APPENDIX IA, ANNEXURE IIIB, IN EXHIBIT P1
EXHIBIT P12	A TRUE COPY OF THE REJECTION EMAIL SENT BY 1ST AND 2ND RESPONDENT TO THE PETITIONER, DATED 30-01-2026
EXHIBIT P13	A TRUE COPY OF THE TECHNO-COMMERCIAL BID STATUS IN THE OFFICIAL PORTAL
EXHIBIT P14	A TRUE COPY OF THE LETTER OF ACCEPTANCE, LETTER NO: CAO-CN-ERS-ENGINEERING / 20-CE-CN-ERS2023-EPC / 10875340094512, DATED 02-01-



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	2024, ISSUED BY THE 1ST RESPONDENT, FOR THE REDEVELOPMENT OF VARKALA SIVAGIRI STATION
EXHIBIT P15	A TRUE COPY OF THE POWER OF ATTORNEY SUBMITTED BY K-RAIL FOR EXHIBIT P14 PROJECT, DATED 19-10-2023, WHEREIN MR. EZHILAN M. IS THE ATTORNEY AUTHORISED
EXHIBIT P16	A TRUE COPY OF THE LETTER OF ACCEPTANCE, LETTER NO: CAO-CN-ERS-ENGINEERING / 25-CE-CNERS-2023-EPC / 10875340102012, DATED 29-04-2024, ISSUED BY THE 1ST RESPONDENT, FOR THE REDEVELOPMENT OF THIRUVANANTHAPURAM CENTRAL RAILWAY STATION
EXHIBIT P17	A TRUE COPY OF THE POWER OF ATTORNEY SUBMITTED BY K-RAIL FOR EXHIBIT P16 PROJECT, DATED 19-12-2023, WHEREIN MR. EZHILAN M. IS THE ATTORNEY AUTHORISED
EXHIBIT P18	A TRUE COPY OF THE TABULATION STATEMENT OF FINANCIAL BIDS
RESPONDENT EXHIBITS	
EXHIBIT R1 (A)	A TRUE COPY OF THE ARTICLE OF ASSOCIATION OF KRDCL DATED 26.12.2016
EXHIBIT R1 (B)	A TRUE COPY OF THE JOINT VENTURE AGREEMENT BETWEEN THE GOVERNMENT OF KERALA AND THE MINISTRY OF RAILWAYS DATED 01.09.2016
EXHIBIT R1 (C)	A TRUE COPY OF THE RESOLUTION DATED 15.09.2025 OF THE BOARD OF DIRECTORS OF THE PETITIONER, SUBMITTED ALONG WITH THE BID
EXHIBIT R1 (D)	TRUE COPY OF RESOLUTION DATED 11.12.2024
EXHIBIT R1 (F)	TRUE COPY OF THE RELEVANT PAGES OF THE TENDER DOCUMENTS WITH RESPECT TO THE THIRUVANANTHAPURAM CENTRAL RAILWAY STATION
EXHIBIT R1 (E)	TRUE COPY OF THE RELEVANT PAGES OF THE TENDER DOCUMENT WITH RESPECT TO THE VARKALA SIVAGIRI RAILWAY STATION
PETITIONER EXHIBITS	
EXHIBIT P19	A TRUE COPY OF THE ENTIRE MINUTES, DATED 08-01-2024, OF THE 29TH MEETING OF BOARD OF DIRECTORS OF KRDCL THAT TOOK PLACE ON 04-01-2024
EXHIBIT P20	A TRUE COPY OF THE EMAIL COMMUNICATION BETWEEN KRDCL AND THE PETITIONER, DATED 09-02-2026