



2026:KER:66592

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

TUESDAY, THE 1ST DAY OF SEPTEMBER 2026 / 10TH BHADRA, 1948

WA NO. 792 OF 2026

JUDGMENT DATED 27.02.2026 ARISING FROM

WP(C) NO.4162 OF 2026 OF HIGH COURT OF KERALA

APPELLANTS/RESPONDENTS/1 & 2 IN THE WP(C) :

- 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)
SOUTHERN RAILWAY, FIRST FLOOR, GCDA EASTERN
ENTRY TOWER, ERNAKULAM JUNCTION,, PIN - 682016
BY ADV O.M.SHALINA, DEPUTY SOLICITOR GENERAL OF
INDIA
SRI. P. SREEKUMAR, ADDITIONAL SOLICITOR GENERAL
OF INDIA

RESPONDENTS/PETITIONER AND RESPONDENTS 3 TO 5 IN THE

WP(C) :

- 1 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
- 2 M/S. SVCPL-JVEA (JV),
NO.30, MSK ARCADE, NADARMEDU, ERODE, TAMIL NADU,
REPRESENTED BY ITS AUTHORISED OFFICER, PIN -
638002



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- 3 M V V SATYANARAYANA
6-1-136/3, MEHER RATNA COMPLEX, BALARAM COLONY,
WALKER TOWN, SECUNDERABAD, TELANGANA,
REPRESENTED BY ITS AUTHORISED OFFICER, PIN -
500025
- 4 SRI AVANTIKA CONTRACTORS (I) LTD
610 B NILGIRI BLOCK, ADITYA ENCLAVE, AMEERPET,
HYDERABAD, TELANGANA, REPRESENTED BY ITS
AUTHORISED OFFICER, PIN - 500038
- 5 ADDL.R5: KERALA RAIL DEVELOPMENT CORPORATION
LIMITED,
5TH FLOOR, TRANS TOWER, VAZHUTHACAUD,
THIRUVANANTHAPURAM-695014, REPRESENTED BY ITS
SECRETARY

BY ADVS.
SHRI.JOMY GEORGE
SHRI.BHARATH MOHAN
SHRI.SANTHOSH MATHEW (SR.)
SHRI.R.PADMARAJ
SRI.M.J.BENNY
SHRI.SAJEEVAN V.T.
SRI.R.AJITH KUMAR [V.K.EDOM]
SMT. CHITRA N. DAS
SHRI.JISTIN JOSE
SHRI.ANANTHAKRISHNAN D. M.
SRI. SHINTO MATHEW ABRAHAM

THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON
17.08.2026, ALONG WITH WA.799/2026, THE COURT ON
01.09.2026 DELIVERED THE FOLLOWING:



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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

TUESDAY, THE 1ST DAY OF SEPTEMBER 2026 / 10TH BHADRA, 1948

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APPELLANT/3RD RESPONDENT IN WP(C) :

M/S. SVCPL-JVEA (JV) ,
NO.30, MSK ARCADE, NADARMEDU, ERODE, TAMIL NADU,
REPRESENTED BY ITS AUTHORISED OFFICER, PIN -
638002

BY ADVS.

SHRI.JOMY GEORGE

SHRI.R.PADMARAJ

SHRI.SAJEEVAN V.T.

SRI.M.J.BENNY

SRI.R.AJITH KUMAR [V.K.EDOM]

SMT. CHITRA N. DAS

SHRI.JISTIN JOSE

SMT.SREEDEVI V.S.

SHRI.ARJUN S. PRAKASH

SHRI.ANANTHAKRISHNAN D. M.

RESPONDENTS/PETITIONER IN WP(C) AND RESPONDENTS 1, 2, 4

AND 5:

1 MARYMATHA INFRASTRUCTURE PRIVATE LIMITED
AGED 54 YEARS
BUILDING NO. XVII/180, MARYMATHA SQUARE,
ARAKUZHA ROAD, MUVATTUPUZHA, ERNAKULAM,
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5TH FLOOR, TRANS TOWER, VAZHUTHACAUD,
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SECRETARY

BY ADV O.M.SHALINA, DEPUTY SOLICITOR GENERAL OF
INDIA
SRI. P. SREEKUMAR, ADDITIONAL SOLICITOR GENERAL
OF INDIA

THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON
17.08.2026, ALONG WITH WA.792/2026, THE COURT ON
01.09.2026 DELIVERED THE FOLLOWING:



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J U D G M E N T

Dated this the 1st day of September, 2026

Soumen Sen, C.J.

In view of common questions of law and facts involved in these writ appeals, both the writ appeals are heard together and are disposed of by this common judgment and order.

2. The appellants are the respondents in a writ petition filed by one Marymatha Infrastructure Private Limited (for short, "MIPL") being W.P.(C) No.4162 of 2026, in which, *inter alia*, MIPL had challenged the rejection of its technical bid by the Southern Railway.

3. Briefly stated, on 1st September, 2016, a joint venture agreement was entered into between the Ministry of Railways and Government of Kerala for development of rail infrastructure for critical connectivity and capacity enhancement in the State of Kerala. They undertake to incorporate a Public Limited Company with its



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Headquarters/Registered Office in Thiruvananthapuram (for short, “the JV Company”). The JV Company, in terms of the agreement would be incorporated in Kerala, with its registered office at Thiruvananthapuram in the name of Kerala Rail Development Corporation Ltd. (KRDCL). The scope of the said JV Company are as follows:

“2.1 Scope of JVC

Subject to the Applicable Law, the activities of the JVC will, amongst others, include the following:

- a) development, financing and implementation of viable railway projects and/or projects which may require viability gap funding that are important for critical connectivity/capacity enhancement, as agreed by the parties,
- b) undertaking surveys, preparation of Detailed Project Report (DPR) to examine the Viability of the railway projects;
- c) processing for sanctioning of the railway projects (identified by the Board or the Parties)
- d) Incorporation and funding of subsidiaries/ special purpose vehicles for undertaking railway projects; and
- e) Undertaking all such actions not specifically mentioned above, that may be required to give effect to the intent of the Parties, as set out in the Agreement.



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(the activities set out in (a) and (e) above are collectively referred to as “Business”)

The Board may alter the scope of the functions of the JVC”

4. The said agreement, *inter alia*, defines Super

Majority Resolution in the following manner:

“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.”

(emphasis supplied)

5. Fundamental issues are mentioned in Clause 6 of the agreement. In respect of any matters mentioned in Clause 6, a Super Majority Resolution of the Board of Directors or the shareholders at the general meeting is required. Establishment of a joint venture is a fundamental issue in terms of Clause 6 (vii) of the said agreement that requires a Super Majority Resolution. KRDCL, in its meeting held on 4th January, 2024, *inter alia*, passed the following resolution:



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“Board authorised Shri. V. Ajith Kumar, Director (Business Development & Finance) to participate in tenders alone or through JV/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:

1. 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.
2. To participate in tenders on behalf of the company alone or JV/Consortium basis and decide on related matters.
3. 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.”

(emphasis supplied)

6. On 27th September, 2025, a joint venture agreement was entered into between MIPL and KRDCL whereby they constitute a joint venture in the name and style of Maryamatha-KRDCL (in short “the Joint Venture”), for the purpose of jointly participating in the bidding



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process for the project relating to “Redevelopment of Chengannur Railway Station, Kerala, India on Engineering Procurement and Construction (EPC)” (hereinafter referred to as “the said project). The parties agreed that the proposal of construction in the Engineering Procurement and Construction (hereinafter referred to as ‘EPC’) contract to be allocated among the members in the ratio of 75% for MIPL and 25% for KRDCL. Following the said agreement, “the Joint Venture” company participated in a tender duly notified on 8th August, 2025 by the Southern Railway in respect of the said project. KRDCL is also referred in few places as K-Rail.

7. The tender document, *inter alia*, refers to the following documents to be enclosed by “the Joint Venture” along with the tender:

“2.11.2(i)(c) In case one or more members of the JV is/are companies, the following documents shall be submitted:

- i. A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,



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- 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 the 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”

(emphasis supplied)

8. The tender document in Section 3 has elaborately mentioned the procedure to be followed for evaluation of Technical Bids and opening and evaluation of financial bids. Clauses 3.1.4 and 3.1.5 provide for clarification if required. The said clauses read as follows:

“3.1.4 To facilitate evaluation of Technical Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The Bids will be examined and evaluated in accordance with the provisions set out in this Section3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.

3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be



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rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.”

(emphasis supplied)

9. “The Joint Venture” company participated in the tender and, *inter alia*, has submitted the following documents along with the bid document:

- “i) The joint bid agreement dated 27th September 2025 in the prescribed format being Appendix IV in terms of clause 2.1.11.
- ii) Certified true copy of the resolution passed by the Board of Directors of MIPL at the Board meeting held on 15th September 2025, authorising the formation of joint venture and submission of bid:
- iii) The power of attorney for signing bid in the prescribed format being Appendix II in reference to clause 2.1.5 along with the general power of attorney.
- iv) An extract of the minutes of the 29th Board of Directors meeting of KRDCL held on 04th January 2024.”

10. The other documents submitted are not relevant for the present purpose having regard to the reason given by the Tender Committee in rejecting the said bid.



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11. The technical bid submitted by the JV company was rejected by the Tender Committee as the JV was found to be technically unsuitable due to the following reason:

“Submission of bid not valid”.

This order was communicated to the MIPL on 30th January, 2026.

12. The writ petition was filed on the premise that the reason cited by respondent Nos.2 and 3 in W.A.No.799 of 2026, namely, the Southern Railway and the Chief Engineer (Construction), Southern Railway, for disqualifying the petitioner is not legally sustainable and the same is not in tune with the requirements contemplated under the tender documents. However, the said contention was opposed by the contesting respondents.

13. The Southern Railway, the main appellant, has contended that the writ petitioner failed to submit the relevant documents as required in terms of Clause 2.1.11 of the tender documents. The deficiency in the documents appears to be that the copy of the resolution of the Directors



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of the Company in relation to “the Joint Venture” partner of the writ petitioner, namely, 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 would not show that the said decision taken therein was only to permit the person named therein to act as power of attorney of “the Joint Venture” partner to participate in the tender either individually or along with a Joint Venture partner without any specific authorisation to form a Joint Venture for the purpose of entering into a contract based on the tender document. Moreover, in the absence of any resolution being passed by KRDCL, accepting and authorising formation of a Joint Venture company with MIPL, the very existence of “the Joint Venture” company is seriously doubtful and hence, the decision of the Tender Committee in rejecting the technical bid was justified.

14. The learned Single Judge considered Clause 2.11.2 and held that the decision to disqualify MIPL by the



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Tender Committee was hyper-technical. The learned Single Judge considered the decision of the Board of Directors taken on 4th February, 2024 which specifically authorised Sri. V. Ajith Kumar, (Director, Business Development & Finance) to participate in tenders alone or through Joint Venture/Consortium and the relevant clauses in the said decision which specifically conferred power upon Sri. V. Ajith Kumar 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 and held that since such power of attorney authorises the said V. Ajith Kumar to appoint an attorney for participating in tenders



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alone or as a partner of Joint Venture, another power of attorney was executed by the said Ajith Kumar on 26th September, 2025 authorising Mr. Ezhilan M. as the attorney for the company to participate in the tender process as notified in tender document (Ext.P1). The 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 4th January, 2024.

15. The learned Single Judge considered the definition of Super Majority Resolution and accepted the submission made on behalf of the writ petitioner that in view of the minutes of the 29th Board Meeting held on 4th



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January, 2024, there has been sufficient compliance of the terms and conditions of the tender document. The learned Single Judge observed as follows:

“.....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



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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.”

16. On such consideration, the writ petition was disposed of by quashing the order disqualifying the writ petitioner and respondent Nos.1 and 2 were directed to permit the petitioner to participate in the tender process and evaluation of the technical bid of the petitioner. If the petitioner is found otherwise qualified, the petitioner's financial bid shall be opened and proceedings shall be finalised accordingly, without any delay.

17. The Southern Railway and one of the bidders are aggrieved by the judgment dated 27th February, 2026 in W.P.(C) No.4162 of 2026 and have preferred independent appeals.



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18. During the course of hearing, an objection was raised by the learned Additional Solicitor General for India that Kerala Railway Development Corporation Ltd. (K-Rail) is not a party to the writ petition and the presence of the said Corporation is required for the proper adjudication of the disputes involved. Considering the aforesaid submission, by order dated 6th April, 2026, K-Rail was added as the additional fifth respondent. K-Rail was also directed to file an affidavit to clarify the issues involved. K-Rail was further directed to disclose whether any agreement has been entered into between the K-Rail and MIPL and all other relevant facts necessary for proper adjudication of the dispute. K-Rail has filed a detailed affidavit. Counter affidavits have also been filed by the appellants. The Additional General Manager and Company Secretary of KRDCL filed the affidavit on behalf of the additional fifth respondent. In the said affidavit, it was stated that KRDCL (K-Rail) is a Joint Venture company having 51% share with the Government of Kerala and 49%



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share with the Ministry of Railways, Government of India for undertaking project development works for an identified basket of projects, which will, *inter alia*, include surveys, preparation of Detailed Project Report (DPR) and its approval from Ministry of Railways/Government of Kerala, processing for sanctioning of identified projects, both by Government of Kerala and the Ministry of Railways. KRDCL is also carrying out infrastructure development projects such as Railway Station Redevelopment (Thiruvananthapuram Central, Varkala Sivagiri), Construction of Road Overbridges and Rail Under Bridges across the State for Railways on single entity basis, Automatic signalling of Ernakulam-Vallathol Nagar of Southern Railway and Implementation of Kavach system in Ernakulam-Shornur section, etc. It has been categorically stated that the additional fifth respondent has participated in the tender by forming a Joint Venture with MIPL. KRDCL had referred to the minutes of the meeting held on 4th January, 2024. The Board of Directors in the said meeting



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unanimously authorised Sri. V. Ajith Kumar, Director (Business Development & Finance), to participate in the tenders alone or through JV/Consortium. The meeting consisted of Directors, representing both Indian Railways and Government of Kerala. KRDCL authorised MIPL to file the writ on behalf of the JV company. The issue with regard to the Super Majority under Articles of Association has been dealt with in paragraph 9 of the said affidavit in which it is stated that the decision taken in the 29th Board of Directors meeting held on 4th January, 2024 was unanimous and such unanimous decision inherently satisfies and fulfills the requirement of 'Super Majority'. Moreover, as a third party tendering authority, the appellants are only concerned with the formal outward authorisation presented to them and they are legally bound to presume that the internal corporate proceedings of KRDCL have been conducted regularly and in strict compliance with its Articles of Association. It is entirely beyond the jurisdiction of the Tender Committee to act as an auditor of KRDCL's internal



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voting mechanics thereby making an attempt to invalidate a unanimous Board decision on mere suspicion. It is both improper and legally untenable. The entire minutes of the board meeting were not sought in the tender documents and hence only the relevant decision was provided along with the bid documents. In the said affidavit, it has been categorically stated that, KRDCL's Board of Directors was appraised at its meeting held on 20th November, 2025 about the participation of KRDCL in the said project and that has been duly noted in the Board resolution dated 20th November, 2025. A copy of the said resolution was annexed to the said affidavit. The said resolution, *inter alia*, records as follows:

“Board noted that KRDCL has participated in the tender of the following works.

1. EPC – Work of Redevelopment of Ernakulam Junction Railway Station as JV with RVNL, Project Cost: Rs. 350.02 Crores.
2. EPC – Work of Redevelopment of Chengannur Railway Station as JV with MARYMATHA. Project Cost: Rs. 89.50 Crores.”



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19. The learned Additional Solicitor General for India appearing on behalf of the Southern Railway has submitted that the decision of the Board of Directors in its 29th meeting cannot have any bearing on the present contract, as it was never in contemplation of KRDCL that a project of this kind is likely to take place in future. The resolution with regard to authorising Sri. V. Ajith Kumar to participate in the tender on behalf of the company alone, namely, KRDCL or on JV/Consortium basis and decide on related matters does not absolve him from placing the matter before the Board of Directors for consideration and a valid resolution being passed authorising KRDCL to enter into any such joint venture agreement. Moreover, there was no specific agenda in the said meeting, nor there could be any with regard to the project forming the subject matter of the writ petition as the tender was notified on 7th April, 2025 much after the said alleged Board meeting. Even at this stage, KRDCL, in its affidavit, has failed to disclose a valid authorisation to form a Joint Venture unlike the resolution



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produced by MIPL along with the bid document. It clearly shows that KRDCL has not taken any conscious decision to enter into such a Joint Venture with MIPL and in absence of a Super Majority Resolution by KRDCL authorising formation of Joint Venture, the Tender Committee was justified in rejecting the technical bid. It is submitted that in the absence of any document to show that a joint venture has been entered into with full authority, reliance on the e-mail dated 9th February, 2026 of the additional fifth respondent cannot be accepted as substitution of the legal requirement. The said e-mail has been addressed by the Additional General Manager and Company Secretary of KRDCL to the writ petitioner months after the rejection of the technical bid on 30th October, 2025. The said e-mail cannot be a substitute for a resolution of the Board of Directors of KRDCL authorising it to enter into a joint venture with the writ petitioner. In the absence of any separate authorisation of joint venture by KRDCL, the decision of the Tender Committee to reject the said technical



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bid was just and proper. The learned ASGI has submitted that the Power of Attorney (Ext.P6) in favour of the Joint General Manager does not mention the formation of Joint Venture.

20. Mr. Santhosh Mathew, learned Senior Counsel appearing on behalf of the respondent-writ petitioner and the added respondent, while reiterating the submissions made before the learned Single Judge, has submitted that the Southern Railway itself has accepted the identical authorisation structure of KRDCL in two earlier station redevelopment works – Varkala Sivagiri and Thiruvananthapuram Central while letters of acceptance were issued to KRDCL Joint Venture on the strength of the very chain of Power of Attorney executed by Sri. V. Ajith Kumar in favour of Sri. Ezhilan M.

21. Mr. Mathew has referred to the reply affidavit filed by the MIPL wherein at paragraph 9, it has been categorically stated that the respondent authorities have previously accepted the very same Power of Attorney and



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Board resolutions of KRDCL for awarding work relating to redevelopment of train stations at Thiruvananthapuram Central as well as Varkala, two other JVs formed by KRDCL and in both cases there was not an express tender clause to provide Board resolution, nevertheless, the participating JV consisting of KRDCL produced the very same Board resolution to prove that it is an authorised entity. Based on the aforesaid, the railway authorities have granted the work to the JV. The present project being a similar work of redevelopment of train stations, the Board resolution submitted could not have been ignored and ought to have and should have been accepted by the authorities. Sri. Mathew has referred to the letter dated 2nd January 2024 issued to the letter of acceptance issued by the Southern Railway in favour of KRDCL – RVNL JV to show that Sri. V. Ajith Kumar (Director, Business Development & Finance), holding additional charge of Managing Director of KRDCL, executed a Power of Attorney in favour of Sri. Ezhilan M.,



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Joint General Manager (Business Development), KRDCL, in respect of the tender No. 20-CE-CN-ERS2023-EPC.

22. The learned Senior Counsel has also referred to the letter of acceptance issued in favour of M/s. KRDCL – RVNL JV dated 29th April, 2024 by the Southern Railway in respect of tender No.25-CF-CN-FRS2023-EPC for redevelopment of Thiruvananthapuram Central Railway Station on EPC mode. It is submitted that a similar format for Power of Attorney for signing of bid duly signed by Sri. V. Ajith Kumar (Director, Business Development & Finance) holding additional charge of Managing Director, KRDCL, in favour of Sri. Ezhilan M., Joint General Manager (Business Development), KRDCL was accepted by the Southern Railways. Based on the said letter of acceptance, it is submitted that the Southern Railway cannot make a departure from the practice they have followed in the past as there has been no change in the relevant tender terms. Clauses that require authorisation and the format prescribed in respect of the past two contracts were similar



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to the present contract and accordingly the Southern Railway could not have rejected the said bid.

23. Initially, the hearing was concluded on 5th August, 2026. However, during the course of the day, our attention was drawn to a statement filed on behalf of K-Rail on that day itself, to which no response was available on record. In view thereof, an order was passed on 5th August, 2026, as under:

“ORDER

Soumen Sen, C.J.

Hearing concluded.

2. Case Awaiting Verdict.

Later

3. After the aforesaid order, later in the day, it was brought to our notice that a statement has been filed by Mr. Bharath Mohan, learned counsel for the 5th respondent. It contains three Annexures, namely Annexures R5-2, R5-3 and R5-4. During the hearing, Mr. Santhosh Mathew, learned Senior Counsel representing the writ petitioner as well as KRail, produced before us the minutes of the 33rd meeting of the



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Board of Directors of Kerala Rail Development Corporation Ltd. held on 20th November 2025, and a copy of the resolution was shared with the learned counsel appearing for the parties. However, Annexures R5-2 and R5-3 were not produced before us.

4. In view thereof, let this matter be listed as 'to be mentioned' on 6th August 2026 at the top of the list in order to ascertain the views of the learned Additional Solicitor General for India in respect of the said disclosures. However, it appears that a copy of the said statement has been received by the Deputy Solicitor General of India on 5th August 2026.”

24. In the statement filed by K-Rail, said respondent has categorically stated that it has followed a transparent legal process with respect to selection of the 1st respondent, MIPL, as its JV Partner by complying with all legal requirements. A copy of the Expression of Interest (EOI) released by KRDCL for the purpose of finding potential JV partners for redevelopment of railway station projects in September, 2025 (Annexure R5-2) has been disclosed.



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Pursuant to the said EOI, MIPL has submitted its expression of interest with all supporting documents. After a detailed evaluation, the letter of acceptance issued by the K-Rail to MIPL dated 25th September, 2025 (Annexure R5-3) has been disclosed.

25. K-Rail has also disclosed the full minutes of the meeting of the Board of Directors of K-Rail held on 20th November, 2025 at 3.30 PM (Annexure R5-4) to show the participation of Mr. Sushil Kumar, a representative of Indian Railways, the parent entity of Southern Railway.

26. The 5th respondent has stated that it is clear from the said minutes of the 5th respondent that the said respondent has authorised the 1st respondent, MIPL, by following a transparent legal process without illegality. However, the appellant – tender inviting authority, has acted illegally by disputing the authorisation without requesting for any clarification whatsoever.

27. It has also been contended that Southern Railway has never pleaded or taken a ground, either in the writ



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appeal or in their counter affidavit filed in the writ petition about the heading of the minutes of the meeting, namely, “Adoption of RVNL policy in participation of tenders or execution of works”. In other words, it was never a ground for rejection of the bids of respondent Nos.1 and 5 by the authorities. Therefore, the same cannot be raised at this belated stage.

28. Insofar as the aforesaid submission is concerned, we find substance in the said argument as admittedly, the documents disclosed by the 5th respondent clearly show that the same format duly signed by Sri. V. Ajith Kumar was accepted by the Tender Committee. In fact, no explanation was offered by the Southern Railway in its affidavit for making a departure from its earlier stand with regard to authorisation as done earlier. There has been no denial on the part of the Southern Railway that the procedure adopted in respect of the earlier tenders are same and/or similar in respect of the present tender. Moreover, it is significant that the Southern Railway is a part of Indian Railways and



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KRDCL is a Joint Venture of the State of Kerala and Indian Railways. A decision was taken by the Board of Directors of KRDCL in its 29th Board meeting held on 4th January, 2024 authorising Sri. V. Ajith Kumar (Director, Business Development & Finance), to participate in tenders alone or through JV Consortium and the said Board meeting was duly attended by the representative of the Indian Railways as would appear from the minutes of the meeting and there is no denial that the Indian Railways did participate in the said meeting. Based on such resolution, M/s. KRDCL – RVNL JV was allowed to participate in two contracts in which KRDCL irrevocably nominated Sri. Ezhilan M., Joint General Manager (Business Development), KRDCL, for submission and participation in the bid. It would appear from the format of Power of Attorney for signing of bid in Appendix II, which was duly signed by Sri. V. Ajith Kumar for KRDCL and Sri. Ezhilan M., in acceptance of the power conferred upon him.



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29. In view of the decision of the Board of Directors on 4th January, 2024, appointing Sri. V. Ajith Kumar and permitting him to appoint attorneys, when necessary, to participate in tender on behalf of KRDCL alone or on JV/Consortium basis, and, in exercise of such authorisation, having executed a Power of Attorney on 26th September, 2025, authorising Mr. Ezhilan M. as the Attorney for “the Joint Venture” to participate in the tender process as notified in Ext. P1, the technical bid could not have been rejected. It is significant to mention that such Power of Attorney in favour of Sri. Ezhilan M. was issued by Sri. Ajith Kumar in the form specified in Appendix II of Ext. P1 tender notification which is similar to the Power of Attorney executed by Sri. Ajith Kumar in favour of Sri. Ezhilan M. in respect of the previous two contracts. Moreover, the joint bidding agreement for Joint Venture in terms of Clause 2.1.11 submitted by “the Joint Venture” has explicitly stated the formation and responsibility of “the



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Joint Venture” as would be evident from the following clauses:

“2. {~~Consortium~~/Joint Venture}

2.1 The Parties do hereby irrevocably constitute a Joint Venture **MARYMATHA-KRDCL (JV)** (the "Joint Venture") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this **MARYMATHA-KRDCL (JV)** Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the **MARYMATHA-KRDCL (JV)** Joint Venture Member is annexed to this



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Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and



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(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of which obligations under this Agreement.”

The reason for rejection of the technical bid was not immediately known, however, it is now discernible from the counter affidavit filed in the writ petition by the Southern Railway.

30. We have already referred to the nature and quality of objections raised by the Southern Railway. It is needless to mention that it was completely unnecessary for the Southern Railway to insist on a resolution of the Board of Directors, since earlier, based on a similar resolution, KRDCL had been allowed to participate in the tender. Moreover, some sanctity has to be attached to the documents submitted by “the Joint Venture” as one of the partners of K-Rail is Indian Railways.



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31. It is pertinent to mention that Marymatha Infrastructure Private Limited (MIPL) submitted, amongst others, certified true copy of the resolution passed by the Board of Directors of MIPL at the Board meeting held on 15th September, 2025 whereby the said Company has taken a resolution to form a Joint Venture in the name of “Marymatha-KRDCL JV” with M/s. Kerala Railway Development Corporation Ltd. (K-Rail) to submit a bid in response to the bidding documents in relation to the said project. The Board has also approved to execute the Joint Bidding Agreement with M/s. KRDCL and to accept and act as the Lead Member of the aforesaid JV. Mr. Siby Cherian was authorised to execute the contract agreement with Southern Railway to carry out the work and receive payments in respect of such works awarded to the JV. This resolution has to be read along with the resolution dated 20th November, 2025 (Annexure R5-4) in which the Board of K-Rail had noted that it had participated in the tender as JV with Marymatha towards EPC work of redevelopment of



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Chengannur Railway Station with a project cost of ₹89.50 Crores. The Board of Directors, *inter alia*, includes Sri. Sushil Kumar, a representative of Indian Railways. In fact, the Ministry of Railways appointed Sri. Sushil Kumar IRSE in place of Shri V. Rajagopalan as the Director on 14th October, 2025, as would appear from the minutes of the 33rd Board Meeting.

32. As rightly observed by the learned Single Judge the decision to confer express power upon Sri. V. Ajith Kumar to enter into a JV agreement for the purpose of participation in the tender is too technical as the object of insisting on 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 and 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 a meeting or the Board resolution, is not of much significance. Moreover, having regard to the clear



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stand taken by the 5th respondent, namely KRDCL, that KRDCL has participated in the tender, there cannot be any further objection of the Tender Committee in not accepting and processing the technical bid.

33. Southern Railway is a part of Indian Railways and cannot defy the decision of the Board in which Indian Railways has participated and approved the formation of the JV. It is like the creature disputing the authority and decision of its creator. Southern Railway cannot defy the resolution of which Indian Railways is a party now produced along with the statement showing the sanctity of “the Joint Venture”. We cannot find any satisfactory reply from Southern Railway for not accepting the documents filed by the JV or for not seeking clarification if there were any doubts, as the disclosure of the documents in the proceedings has clearly substantiated that the rejection of the technical bid was improper. The authority ought not to have rejected the technical bid by a cryptic communication without seeking clarification and without considering that



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K-Rail is a partner of the JV and that K-Rail is a JV of the Ministry of Railways and the Government of Kerala.

34. In fact, the 5th respondent has categorically stated that the bid submitted by M/s. SVCPL-JVEA (JV) since accepted is 48.85 per cent above the basic rate, whereas the bid submitted by the writ petitioner was only 13 per cent above the basic rate, which would be approximately ₹25 Crores lower than that offered by SVCPL-JVEA (JV). The stand of M/s. SVCPL-JVEA (JV) is similar to the stand taken by the Southern Railway. M/s. SVCPL-JVEA (JV) cannot substitute or offer an explanation for the views taken by the Technical Committee in rejecting the technical bid. Its bid has not yet been accepted.

35. The learned counsel for the 2nd appellant, a prospective bidder, has argued that whether the bid submitted by a bidder suffers from material irregularity or any substantial irregularity should be left to the author of the bid document. This is also the submission of the learned Additional Solicitor General for India, when extensive



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arguments were made with regard to the Super Majority Resolution and the understanding thereof by the authority. The argument of the learned ASGI that the essential condition cannot be ignored, diluted, or treated as redundant, and that the Tender Committee has rightly rejected the technical bid in the absence of any Super Majority Resolution, cannot be accepted for the reasons we have elaborately indicated above. It would suffice to say that, when we read all the above documents, we find that there was a failure on the part of the Tender Committee in not seeking clarification, and at this stage, after all the documents are on record, the insistence of Southern Railway that the rejection was proper is something more than what meets the eye. It is appalling that the resolutions, which have full legal sanctity, are now being questioned on grounds which a Tender Committee is not supposed to do while evaluating a bid. The Tender Committee cannot question the legality and propriety of the Board resolutions of the JV or probe into the composition of “the Joint



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Venture”, more so when Indian Railways is a partner in K-Rail and the documents reveal that there is a Board resolution accepting and confirming the participation of “the Joint Venture” in the tender.

36. We are surprised that the Tender Committee was nitpicking at the documents submitted by the JV and, instead of giving importance to the effective and early completion of public projects, had indulged in litigation that was avoidable. It had only prolonged the tender process and execution of the work. The authority, instead of trying to find fault with the bid documents, ought to have ensured the timely fulfillment of the contract so that the services would be available to the public expeditiously. The authority ought to have given more importance to the quality of the work, efficiency and capability of the contractor and timely completion, rather than trying to find fault with the bid documents. The decision of the Tender Committee is now sought to be justified on the premise that, if the tender condition is capable of two interpretations, the



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interpretation of the author of the documents should be adopted. The reason for the rejection, as revealed from the affidavit filed by Southern Railway before the learned Single Judge, was that in the absence of a Super Majority Resolution, the bid documents cannot be accepted. The decision of the Tender Committee rejecting the technical bid without considering the said documents flies in the face of common sense, logic and rationality. As observed in *Jagadish Mandal v. State of Orissa and Others*¹, 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:

1 (2007) 14 SCC 517 P. 382



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"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.”

(emphasis supplied)

37. In the instant matter, it can be unhesitatingly said that no reasonable person conversant with the formation of JV and the resolution passed by the partners of the JV along with other documents disclosed in the proceeding could have rejected the technical bid. The reason for rejection based on non-compliance of Clause 2.11.2(ii) is *ex facie* erroneous and suffers from complete non-application of mind. The reason for the rejection has been disclosed only in the affidavit filed by the Southern Railway before the learned Single Judge. There is a duty cast upon the Tender Committee under Clause 3.1.4 to seek clarification in writing from any bidder regarding its technical bid to facilitate evaluation of tender bids. If the reasons were known at the time of rejection of the technical bid, “the Joint Venture” could have furnished the documents now



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disclosed in the proceedings. However, the matter would not have ended there, as, by reason of the rigidity and insistence on the part of the Southern Railway that those documents do not fulfill a Super Majority Resolution, an argument in futility, it is now for this Court to decide on the legality and propriety of the decision. At this stage, remanding the matter to the authority to decide afresh based on subsequent disclosures, as initially we thought, would be an empty formality. It is now a *fait accompli* for the writ petitioner to approach the authority for reconsideration. The basis of the decision now revealed in the affidavit by the Southern Railway does not stand any more by reason of the disclosures. The said documents disclosed in this proceeding are essential for a proper evaluation of the technical bid and in case of any doubt, the authority ought to have asked for such documents for clarification.



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38. In *Shanti Construction Pvt. Ltd. v. State of Odisha and Others*², the Hon'ble Supreme Court has considered the nature of the public tender and the obligation of the Tendering Authority in accepting and rejecting a bid. On consideration of the authorities on these issues, the Apex Court held as under:

“10. A public tender is not a private bargain. It is instrument of governance, a mechanism through which the State discharges its solemn duty as trustee of public wealth. Its purpose is not merely procedural compliance, but maximisation of public value through a process i.e. fair, transparent and competitive. The obligation of the Tendering Authority is therefore twofold, namely, to interpret its own terms with consistency and to ensure that such interpretation advances, not defeats, the object of tender. The court must intervene in a case of demonstrable misconstruction of a tender condition or irrationality which affects the public interest. When an interpretation of a tender condition narrows competition and excludes the highest bidder on a ground unsupported by law, the decision making process is vitiated. The interpretation of the terms of tender must, therefore, serve the object and purpose of the tender mainly to maximise the revenue to the State, when it deals with a natural resource.”

(emphasis supplied)



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39. The argument advanced on behalf of M/s. SVCPL-JVEA (JV) that courts should refrain from interfering with the grant of tender and should instead relegate the parties to seek damages for the wrongful exclusion, rather than interfere with the execution of the contract, cannot be accepted, as the technical bid has not yet been finalised and, in the absence of such finalisation, M/s. SVCPL-JVEA (JV) cannot claim any right under the tender. The learned ASGI has also fairly submitted that the appeal preferred by M/s. SVCPL-JVEA (JV) is premature.

40. The submission made on behalf of the appellant bidder that the learned Single Judge acted contrary to the settled principles governing judicial review by substituting judicial assessment for that of the tendering authority and allowed the writ petitioner to participate in the technical bid notwithstanding non-compliance with the mandatory requirements of Clause 2.11.2(ii) of the tender conditions also cannot be accepted. In the event it appears to the Constitutional Courts that the Tender Committee has taken



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a stand which is irrational, arbitrary, and defies logic, the Constitutional Courts cannot remain idle and is duty bound to strike down such actions. The impugned decision of the authority is manifestly arbitrary and irrational. Moreover, a bidder has no vested right to the awarding of the contract merely because it has participated in the tender.

41. We cannot ignore the fact that Southern Railway in the past has accepted similar resolution and allowed participation of the K-Rail in Joint Venture Project. In the instant case, same pattern was followed, but a different stand was taken by the Southern Railway. Southern Railway, if it were in doubt, could have asked for clarification as the NIT clearly mandates the Tender Committee to seek for such clarification in case of any doubt. If the same and/or similar set of documents were found acceptable and accepted in the past, the Tender Committee owed an explanation for not accepting the said documents and following the same practice and similar exercise in evaluating the technical bid. The Tender



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Committee cannot make unnecessary and unjustified probes into the functioning of the K-Rail. The Tender Committee is fully aware of the fact that one of the constituent of the K-Rail is the Indian Railways and the K-Rail is a Joint Venture of the Government of Kerala and the Indian Railways. It is not a private entity like the SVCPL. The credibility of the K-Rail stands on a much better footing and where the Government itself is involved in the formation of “the Joint Venture”, the decision of the Southern Railway to reject the technical bid on a technical ground raises issues more than it answered. The Tender Committee should evaluate the technical skill of “the Joint Venture” in executing the work, if awarded, rather than rejecting the bid for the absence of a Super Majority Resolution, which, again, is unsupportable in view of the documents submitted along with the bid and the documents disclosed subsequently in the proceedings.

42. Moreover, when “the Joint Venture” meaning thereby “MARYMATHA-KRDCL (JV)”, is able to demonstrate



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that the acceptance of technical bid of “the Joint Venture” would save the Government exchequer by ₹25 Crores, we find no justification for the Southern Railway to reject the technical bid as “the Joint Venture” was otherwise found to be eligible. We could not find any rational explanation for Southern Railway to prefer an appeal against the order of the learned Single Judge, as larger participation in a public tender brings transparency.

43. In view of the aforesaid, both the writ appeals are dismissed, however, there shall be no order as to costs.

Sd/-
Soumen Sen,
Chief Justice

Sd/-
Syam Kumar V.M.,
Judge

ds/SSK/Eb



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RESPONDENT ANNEXURES

Annexure R5 (1) A True copy of the Board Resolution
dated 20.11.2026 of KRDCL

PETITIONER ANNEXURES

Annexure C AIR 2022 SC 1531/ (2022) 6 SCC 127
Annexure A AIR 2016 SC 4305/ (2016) 16 SCC 818
Annexure B AIR 2016 SC 3814/ (2016) 8 SCC 622
Annexure D (2020) 16 SCC 489

RESPONDENT ANNEXURES

Annexure-R5-2 A true copy of the EoI released by
KRDCL for the purpose of finding
potential JV partners for
redevelopment of railway station
projects, in September 2025.

Annexure-R5-3 A true copy of the letter of
acceptance issued to the 1st
Respondent by the 5th Respondent dated
25-09-2025.

Annexure-R5-4 A true copy of the full minutes of the
33rd Board Meeting held on 20-11.2025.