

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.12120 of 2026**

M/s Shubhraj Construction, a proprietorship concern having its office at Mokama, Badhai Tola, Mokama, Patna, Bihar 803302 through its Proprietor Raja Kumar, aged about 25 years, Male, S/o Rupesh Ram, Resident of Badhai Tola, Ward 17, Mokama, Patna, Bihar 803302.

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
2. The Superintending Engineer, Urban Development Circle-02, Urban Development and Housing Department, Patna.
3. The Executive Engineer, Urban Development Division, Patna East, Patna.
4. The Executive Officer, Nagar Parishad, Mokama, District- Patna.
5. The Chairman, Nagar Parishad, Mokama, District-Patna.
6. M/s Prarthana Construction, through its Proprietor, Sweety Kumari, D/o Ram Sanehi Singh, R/o Hatidah, P.S- Hatidah W. No 08, Patna, Bihar.
7. Shri Ravi Kumar, Superintending Engineer, Urban Development Zone-02, Urban Development and Housing Department, Patna, Bihar, Co-Chairman-Technical Tender Committee.
8. Shri Rana Vidyadhar, Executive Engineer, Urban Development Division and Housing Department, Patna East, Patna Member-Technical Tender Committee, P.S-Shastrinagar, Patna, Bihar.
9. Shri Avinash Kumar, Assistant Engineer, Urban Development and Housing Department Zone-2, Patna, Member-Technical Tender Committee. P.S-Shastrinagar, Patna, Bihar.

... .. Respondents

**Appearance :**

|                                |   |                                                                                                                       |
|--------------------------------|---|-----------------------------------------------------------------------------------------------------------------------|
| For the Petitioner             | : | Mr. Shekhar Singh, Sr. Advocate, Mr. Shubham, Advocate, Mr. Ranvir Pratap Singh, Advocate and Ms. Shambhavi, Advocate |
| For the State                  | : | Mr. S.D. Sanjay, A.G., Mr. G.R. Shahi, A.C. to A.G. and Mr. Rahul Kumar, A.C. to A.G.                                 |
| For the Nagar Parishad, Mokama | : | Mr. Anand Gaurav, Advocate                                                                                            |

**CORAM: HONOURABLE THE ACTING CHIEF JUSTICE**  
**and**  
**HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA**  
**ORAL ORDER**

**(Per: HONOURABLE THE ACTING CHIEF JUSTICE)**

2      25-08-2026

Heard learned counsel for the parties.



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

*“1(i) Issuance of an appropriate writ/s, order/s or direction/s, particularly in the nature of writ of Certiorari, for quashing the proceedings of the Technical Tender Committee dated 15.06.2026, communicated vide Letter No. SE/Urban Development Circle-02/2026-27/504 dated 15.06.2026, whereby the petitioner has been declared technically disqualified in respect of Tender Notice No. 03/2025-26 on the alleged ground of mismatch of signatures between the uploaded affidavit and the original affidavit by erroneously invoking Clause 21(1) of the Notice Inviting Tender;*

*(ii) Issuance of an appropriate writ/s, order/s or direction/s, particularly in the nature of writ of Mandamus commanding the respondent authorities to reconsider the petitioner's technical bid strictly in accordance with the terms and conditions of the Notice Inviting Tender, after taking into consideration the earlier enquiry report accepted by the competent authority and after affording the petitioner a reasonable opportunity of hearing;*

*(iii) Issuance of an appropriate writ, order or direction commanding the respondent-State*



*authorities to conduct an independent and impartial enquiry into the arbitrary and illegal manner in which the petitioner's technical bid was dealt with under Tender Notice No. 03/2025-26 and, upon such enquiry, initiate appropriate departmental and disciplinary proceedings against the officials found responsible for acting contrary to the terms and conditions of the Notice Inviting Tender and for passing the impugned proceedings in violation of law';*  
*(iv) Restraining the respondent authorities from proceeding further with the tender process pursuant to the impugned proceedings dated 15.06.2026, in so far as it affects the rights and interests of the petitioner, during the pendency of the present writ petition;*  
*(iv) Any other relief/reliefs as Your Lordships may think fit and proper in the facts and circumstances of the case.*

3. The brief facts of the present case are that the petitioner, M/s Shubhraj Construction, participated in Revised Short Term Tender Notice No. 03/2025-26 dated 30.06.2025 issued by Nagar Parishad, Mokama for execution of works under the Nal-Jal Scheme in eight groups and submitted its bids for all the eight groups.



4. During the tender process, a complaint was made by Respondent No. 6, M/s Prarthana Construction, alleging concealment of existing commitments, manipulation of documents and other irregularities on the part of the petitioner. Pursuant to the complaint, a three-member enquiry committee was constituted.

5. Upon completion of the enquiry, the Executive Officer, Nagar Parishad, Mokama, vide Letter No. 1383 dated 24.11.2025, recorded that the complaint had been examined by the three-member committee and found to be baseless and incorrect, and requested the Executive Engineer to proceed with finalisation of the tender.

6. The tender process, however, remained pending and, during the intervening period, the validity of the bids expired. The Superintending Engineer, Urban Development Circle-02, Patna, thereafter directed that consent or non-consent of the participating bidders for extension of the bid validity be obtained. The petitioner furnished its unconditional consent for extension of the bid validity.

7. Thereafter, the Technical Tender Committee convened a meeting on 15.06.2026. In the said proceedings, the Committee considered the signatures appearing on the affidavit



uploaded on the e-procurement portal and those appearing on the original affidavit submitted by the petitioner and found them to be different. On that basis, the petitioner was declared technically disqualified under Clause 21(1) of the Notice Inviting Tender.

8. The petitioner thereafter submitted a representation dated 27.06.2026 before the Executive Officer, Nagar Parishad, Mokama, referring to the earlier verification of its signatures and the enquiry conducted pursuant to the complaint.

9. Learned counsel for the petitioner submits that Clause 21(1) of the NIT does not contemplate mismatch of signatures as a ground for technical disqualification and, therefore, the petitioner could not have been disqualified on that ground. It is submitted that the petitioner's documents and signatures had already been verified by the three-member enquiry committee constituted pursuant to the complaint made by Respondent No. 6, and the complaint was found to be baseless and incorrect vide Letter No. 1383 dated 24.11.2025. It is, therefore, submitted that the Technical Tender Committee could not have subsequently reopened the issue and disqualified the petitioner on the ground of alleged mismatch of signatures.

10. Learned counsel appearing for the respondents



submits that the petitioner did not fulfil the requirements of Clause 21(1) of the NIT, as the documents submitted by the petitioner were incomplete/non-compliant on account of the discrepancy in the signatures appearing on the affidavit uploaded on the e-procurement portal and the original affidavit. It is submitted that the Technical Tender Committee was, therefore, justified in declaring the petitioner technically disqualified.

11. Learned counsel for the petitioner, in reply, submits that even assuming that there was any discrepancy in the signatures, the same was a curable defect and the petitioner ought to have been given an opportunity to rectify the defect or explain the discrepancy instead of straightaway disqualifying its technical bid.

12. Per contra, learned counsel appearing for the respondents submits that such opportunity was, in fact, afforded to the petitioner. It is submitted that the decision/proceedings of the Technical Tender Committee dated 15.06.2026 specifically brought the discrepancy in the signatures to the notice of the petitioner and granted three days' time to submit reply/show cause/objection. However, the petitioner did not submit any objection within the stipulated period and, instead, submitted its



representation only on 27.06.2026. It is, therefore, submitted that the petitioner cannot now contend that it was not afforded an opportunity to explain the alleged discrepancy.

13. The following issue arises for consideration before this Court:

*1. Whether the respondents were justified in disqualifying the petitioner under Clause 21(1) of the Notice Inviting Tender on the ground of the alleged discrepancy in the signatures appearing on the documents submitted by the petitioner.*

*2. Whether, in view of the petitioner having failed to submit its claim/objection along with its comments within the three days' time granted by the Technical Tender Committee vide its decision dated 15.06.2026, the petitioner can contend that it was not afforded an opportunity to explain the alleged discrepancy.*

**Re Issue No. (i)**

14. For appreciating the issue, it would be appropriate to reproduce Clause 21(1) of the Notice Inviting Tender, which reads as under:

**“21. निविदा निष्पादन**

**(1) यदि निविदा की कंडिका सं०-17 एवं अन्य शर्तों के अनुसार कोई भी कागजात नहीं रहेगा या अधूरा रहेगा तो उसके निविदा को अमान्य कर दिया जायेगा।”**



15. A plain reading of the aforesaid provision shows that the documents required to be furnished under Clause 17 or under any other term and condition of the tender are required to be submitted in the prescribed manner and in complete form. The consequence contemplated under Clause 21(1) would, therefore, follow not only in a case where the requisite document is wholly absent, but also where the document furnished does not satisfy the requirements prescribed under the tender conditions.

16. In the present case, the petitioner had uploaded an affidavit on the e-procurement portal. However, upon comparison of the affidavit uploaded on the portal with the original affidavit produced by the petitioner, the Technical Tender Committee found discrepancy in the signatures appearing on the two documents. The issue, therefore, is not merely whether an affidavit was uploaded, but whether the affidavit so uploaded corresponded with and was the same as the original affidavit submitted by the petitioner. The findings recorded by the Technical Tender Committee clearly indicates a document mismatch.

17. In our considered view, the requirement of furnishing a document necessarily carries with it the



requirement that the document should be duly executed and authenticated by the bidder. A material discrepancy in the signature appearing on the uploaded document, when compared with the original document, directly concerns the authenticity and due execution of the document and cannot be treated as a mere technical or insignificant variation. The Technical Tender Committee was, therefore, justified in examining the discrepancy and determining whether the document satisfied the requirements of the tender. Further, the petitioner has not brought on record any relevant documents or other material to dislodge the findings recorded by the Technical Tender Committee.

18. It is well settled that the tendering authority is entitled to prescribe the terms and conditions of the tender and is ordinarily the best judge of the tender. In *Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium)*, reported in (2016) 8 SCC 622, the Hon'ble Supreme Court held that the employer is entitled to prescribe the terms and conditions and take decisions regarding the tender and that the Court should ordinarily exercise restraint in interfering with the decision of the tendering authority, unless the decision suffers from arbitrariness, mala fides or perversity. The relevant portion of



the said order reads as follows:

*“43. Continuing in the vein of accepting the inherent authority of an employer to deviate from the terms and conditions of an NIT, and reintroducing the privilege-of-participation principle and the level playing field concept, this Court laid emphasis on the decision-making process, particularly in respect of a commercial contract. One of the more significant cases on the subject is the three-Judge decision in Tata Cellular v. Union of India which gave importance to the lawfulness of a decision and not its soundness. If an administrative decision, such as a deviation in the terms of NIT is not arbitrary, irrational, unreasonable, mala fide or biased, the courts will not judicially review the decision taken. Similarly, the courts will not countenance interference with the decision at the behest of an unsuccessful bidder in respect of a technical or procedural violation.”*

19. Similarly, in ***Silppi Constructions Contractors v. Union of India***, reported in (2020) 16 SCC 489, the Hon’ble Supreme Court reiterated that judicial review in contractual matters is concerned primarily with the decision-making process and that the Court does not sit as an appellate authority over the



decision of the tendering authority and interference is warranted only where the decision is arbitrary, irrational, mala fide or actuated by bias. The relevant portion of the said order reads as follows:

*“19. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which*



*needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer."*

20. Applying the aforesaid principles to the facts of the present case, the Technical Tender Committee, which was entrusted with the technical evaluation of the bids, examined the document uploaded by the petitioner and compared the same with the original document. Upon such examination, it noticed discrepancy in the documents. The Committee was, therefore, justified in examining the authenticity and due execution of the document submitted by the petitioner.

21. The decision of the Technical Tender Committee is based upon a comparison of the documents submitted by the



petitioner and a discrepancy noticed therein. There is nothing on record to demonstrate that the Committee acted on any extraneous consideration or adopted a criterion wholly outside the tender conditions. In such circumstances, this Court would not be justified in substituting its own assessment for that of the Technical Tender Committee.

22. Accordingly, we are of the considered view that the respondents were justified in treating the discrepancy in the documents furnished by the petitioner and, consequently, in disqualifying the petitioner under Clause 21(1) of the NIT. The decision of the Technical Tender Committee, therefore, does not warrant interference in exercise of the writ jurisdiction of this Court.

23. Issue no. (i) is, accordingly, answered against the petitioner.

**Re. Issue No. (ii)**

24. In this regard, it would be appropriate to notice the relevant portion of the proceedings/decision dated 15.06.2026, which reads as under:

“समिति द्वारा यह भी निर्णय लिया गया कि विषयांकित निविदा से संबंधित बैठक की कार्यवाही कार्यपालक पदाधिकारी, नगर परिषद मोकामा कार्यालय के सूचना पट्ट एवं E-Proc-2 के वेबसाईट पर अनिवार्य रूप से 03 (तीन) कार्य दिवस के लिए प्रदर्शित/अपलोड करेंगे। उक्त



निर्धारित 03 (तीन) कार्य दिवस के अवधि में अगर किसी निविदाकार/संस्थान द्वारा कोई दावा/आपत्ति दिया जाता है तो उसे स्पष्ट मंतव्य के साथ अधीक्षण अभियंता कार्यालय को उपलब्ध करायेंगे ताकि समिति द्वारा दावा/आपत्ति निराकरण हेतु निर्णय लिया जा सके। अगर निर्धारित 03 (तीन) कार्य दिवस के अवधि में किसी के द्वारा कोई दावा/आपत्ति नहीं दिया जाता है तो ग्रुप सं०-01 में सभी निविदाकार के तकनीकी बीड में असफल हो जाने तथा ग्रुप सं०-03, 04, 05 एवं 06 में एकमात्र निविदाकार के तकनीकी बीड में सफल होने तथा यह निविदा प्रथम बार की निविदा होने के कारण निविदा रद्द करतें हुए पुनः निविदा आमंत्रित किया जाए एवं इसकी सूचना अधीक्षण अभियंता, नगर विकास अंचल-02, पटना के कार्यालय को देंगे। निर्धारित अवधि के बीत जाने के उपरांत किसी प्रकार का कोई दावा/आपत्ति मान्य नहीं होगा।

सधन्यवाद बैठक की कार्यवाही समाप्त की गयी।”

25. From the aforesaid direction, it is evident that the petitioner was specifically informed about the discrepancy noticed by the Technical Tender Committee and was granted three days' time to submit its claim/objection along with its comments, so that the matter could thereafter be considered and an appropriate decision taken.

26. The principles of natural justice require that a person likely to be affected by an adverse decision should be afforded a reasonable opportunity to place his case before the competent authority. At the same time, once such opportunity is duly afforded, the person concerned cannot complain of



violation of natural justice merely because he failed to avail the opportunity so granted.

27. In the present case, the petitioner was specifically put to notice of the discrepancy in the signatures and was granted three days' time to submit its claim/objection along with its comments. The petitioner, however, did not submit any objection within the time so granted. The representation relied upon by the petitioner was submitted only on 27.06.2026, much after expiry of the period granted by the Technical Tender Committee.

28. Thus, the petitioner was not denied an opportunity to explain its position. Rather, an opportunity was specifically afforded to it, but the same was not availed of within the stipulated period. The subsequent submission of a representation cannot, by itself, establish that the petitioner was denied a reasonable opportunity of hearing.

29. In the circumstances, the petitioner cannot be permitted to contend that there was violation of the principles of natural justice when the record itself demonstrates that an opportunity to submit its claim/objection along with comments was specifically granted to it by the Technical Tender Committee vide its decision dated 15.06.2026, which the



petitioner failed to avail of within the stipulated period.

30. Issue no. (ii) is, accordingly answered against the petitioner.

31. In view of the aforesaid, we find no ground to interfere with the decision taken by the respondents in exercise of our writ jurisdiction.

32. The present writ application is, accordingly, dismissed.

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

**(Sudhir Singh, ACJ)**

**(Rajesh Kumar Verma, J)**

U.K./-A.F.R.

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