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WP No.16595 of 2



Order QR

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-08-2026

CORAM

THE HON'BLE MR.JUSTICE MOHAMMED SHAFFIQ

WP No.16595 of 2026

and

WMP Nos.17832 and 21389 of 2026

Eco Protection Engineers Pvt. Ltd.,
Plot No.943, 54th Street, TVS Colony,
Anna Nagar West Extn. Chennai-600 101
Represented by its C. Chandrasekar

..Petitioner(s)

Vs

1. The State of Tamil Nadu,
Rep. by Secretary to Government,
Municipal Administration and Water Supply
Department, Secretariat, Fort St. George,
Chennai-600 009.
2. The Managing Director,
Chennai Metropolitan Water Supply and
Sewerage Board (CMWSSB) Chintadripet,
Chennai-600 002
3. The Superintending Engineer (Contract and
Monitoring) Chennai Metropolitan Water
Supply and Sewerage Board (CMWSSB),
Chintadripet, Chennai-600 002

..Respondent(s)

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying for a writ of Certiorari calling for the records with respect of the impugned proceedings of the 2nd Respondent dated 16.04.2026 in Lt. No.CMWSSB/CNT/WSS/ICB/ADB/001/2025-2026 by declaring the petitioner namely M/s. Sudhakara Infratech Private Limited ineligible to participate in ADB financed, administered or supported contracts and debarring them from



participating in any future tender of the Board for a period of three years and quash the same.

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For Petitioner(s):

Mr.M.Suresh Kumar

Assisted by Mr.Rahul Aditya and Mr.A.P.Balaji
for Mr.R.Nalliyappan

For Respondent(s):

Mr.Krishna Ravindran (for R1 & R2)

Mr.A.M.Amutha Ganesh

Government Advocate (for R3)

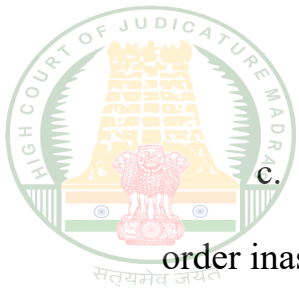
ORDER

The present writ petition is filed challenging the impugned order dated 16.04.2026, whereby petitioner and its joint venture partnership M/s.Sudhakar Infrastructure Private Limited were declared ineligible to participate in ADB Finance, administered/ supported contracts and were debarred from participating in any future tenders of the 2nd respondent Board for a period of three years.

2. The impugned order is challenged *inter alia* on the following grounds:

a. The impugned order suffers from violation of principles of natural justice inasmuch as the documents which forms basis of the impugned order has not been furnished.

b. The impugned order suffers from non-application of mind inasmuch as it does not deal with the objections submitted by petitioner.

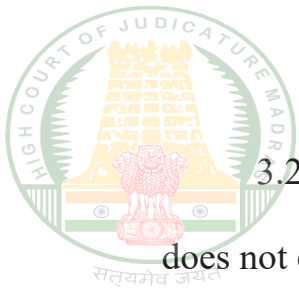


c. The impugned order suffers from the vice of being a non-speaking order inasmuch as no reasons are assigned.

d. The impugned order is made on gross misconception of Clause 3.1. read with 2.4.2 of Tender document, which provides for the consequence in the event of fraud or corruption by the participants in the tender.

3. Brief facts:

3.1. Petitioner, Eco Protection Engineers Pvt. Ltd. ("Eco"), is an established infrastructure company engaged in large-scale water supply, sewerage and public utility projects. Petitioner has executed several Government and ADB-funded contracts across the country and globally. Tender Notification No. CNT/WSS/ICB/ADB/001/2025-26 was issued on 18.12.2025 by CMWSSB, for providing a Ring Main System in Chennai City including operation and maintenance for 10 years. Bid document was issued on 19.12.2025. Petitioner participated in the tender in joint venture with M/s. Sudhakara Infratech Private Limited. Tender was opened on 03.02.2026. Though petitioner was lowest bidder, petitioner's bid was declared non-responsive on 09.03.2026 and EMD was refunded. Show Cause Notice for blacklisting was issued on 10.03.2026. Impugned Blacklisting proceedings were issued on 16.04.2026 debarring petitioner and its JV partner for three years from ADB-funded/administered/supported contracts and future CMWSSB tenders.



3.2. Debarment Order is made primarily on the premise that petitioner does not comply with two eligibility conditions, viz.,

- a) Clause 2.4.1 (similar size and nature contract exceeding Rs.690 crores) and
- b) Clause 2.4.2(b)(4) (construction of pipe carrying bridges of at least 300 metres in aggregate).

3.3. Impugned proceeding was passed in view of violation of ITB Clause 3.1(a)(ii) r/w 3.1(d), 2.4.1, 2.4.2(b)(4) which defines "fraudulent practice", as an act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, which permits remedial action including ineligibility.

4. Case of petitioner:

a) TWAD Board certificate was relied to show total value of work done by petitioner as Rs.7,24,76,96,915/-inclusive of GST. Actual work done by petitioner amounted to Rs.6,98,93,57,458/-.

b) Contract is an item-rate contract; supplementary and additional works approved by competent authorities increased the contract value.

c) Additional typed set filed by petitioner relied upon to show that as on 30.12.2025, even before tender notification 94% of the work was completed, and vide letter dated 19.06.2026 trial run/completion was being acted upon. The above would show that petitioner participated in project exceeding Rs.690



crores and substantial portion of the project was completed on the date of Tender, and that figure of Rs.523.39 crores relied upon in the counter reflects payment released, not the entire completed value.

d) Clause 2.4.2(b).4, of tender requires construction of pipe carrying bridges of minimum span/length of 100 metres for a total length of at least 300 metres for crossing water bodies in urban area. Petitioner relied on Certificate of Siliguri Municipal Corporation wherein it was certified that three pipe carrying bridges of 110 metres each, aggregating to 330 metres were constructed by petitioner. Petitioner would submit that bridge length ought to be measured from pier to pier, including RCC piers, aqueduct/supporting portions and required extensions for pipe supports and structural connection, and not merely the steel truss that spans over the river channel.

e) That the reasons in the impugned order even assuming is right is a matter of interpretation and would not constitute “fraudulent practice” for the purpose of Clause 3.1(a)(ii) of ITB.

f) Clause 2.4.1 ought to be read along with note added to it more particularly note (c) which reads as under:

“(c) In case of complex works, the Employer may require each partner to demonstrate one satisfactorily and substantially completed contract of similar nature where such partner’s value of participation exceeds 25% of the subject contract value.”].



5. Case of respondents:

5.1 Petitioner has executed work only to the extent of Rs.560 crores thereby falling short of the monthly requirement in terms of Clause 2.4.1.

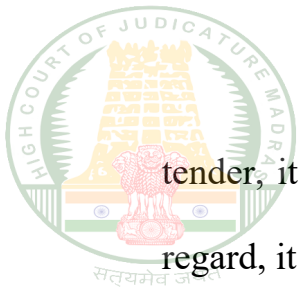
5.2 Respondents would submit that only steel truss which is put across the water bodies such as river/ lake should be reckoned / taken into account for reckoning the length of pipe carrying bridges for the purpose of finding if clause 2.4.2 (b) (4) is complied.

5.3 That understanding of the tender inviting authority was that pipe over the water body itself must be in excess of 100 meters and would submit that the participants in the tender ought to understand the conditions in the same fashion.

5.4 That it is only on verification with issuing authorities that respondents became aware of the fact that the petitioner did not comply with the condition the tender document. He would thus submit that but for this verification this would have never come to light. Thus impugned proceeding is clearly justified.

6. Discussion:-

6.1. Before proceeding further, it may be relevant rather necessary to examine the law on blacklisting or debarring the entity from participating in



tender, its impact on the right of the entity so Black listed or debarred. In this regard, it may be relevant to refer to the following judgments:

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i) *Erusian Equipment & Chemicals Ltd. v. State of W.B., (1975) 1*

SCC 70 :

15. The blacklisting order does not pertain to any particular contract. The blacklisting order involves civil consequences. It casts a slur. It creates a barrier between the persons blacklisted and the Government in the matter of transactions. The blacklists are “instruments of coercion”.

16. In passing an order of blacklisting the government department acts under what is described as a standardised code. This is a code for internal instruction. The government departments make regular purchases. They maintain list of approved suppliers after taking into account the financial standard of the firm, their capacity and their past performance.

17. Reputation is a part of a person's character and personality. Blacklisting tarnishes one's reputation.

18. Exclusion of a member of the public from dealing with a State in sales transactions has the effect of preventing him from purchasing and doing a lawful trade in the goods in discriminating against him in favour of other people. The State can impose reasonable conditions regarding rejection and acceptance of bids or qualifications of bidders. Just as exclusion of the lowest tender will be arbitrary, similarly exclusion of a person who offers the



highest price from participating at a public auction would also have the same aspect of arbitrariness.

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20. Blacklisting has the effect of preventing a person from the privilege and advantage of entering into lawful relationship with the Government for purposes of gains. The fact that a disability is created by the order of blacklisting indicates that the relevant authority is to have an objective satisfaction.

ii) *Kulja Industries Ltd. v. Western Telecom Project BSNL, (2014) 14 SCC 731:*

25. Suffice it to say that “debarment” is recognised and often used as an effective method for disciplining deviant suppliers/contractors who may have committed acts of omission and commission or frauds including misrepresentations, falsification of records and other breaches of the regulations under which such contracts were allotted. What is notable is that the “debarment” is never permanent and the period of debarment would invariably depend upon the nature of the offence committed by the erring contractor.

26. In the case at hand according to the respondent BSNL, the appellant had fraudulently withdrawn a huge amount of money which was not due to it in collusion and conspiracy with the officials of the respondent Corporation. Even so permanent debarment from future contracts for all times to come may sound



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too harsh and heavy a punishment to be considered reasonable especially when (a) the appellant is supplying bulk of its manufactured products to the respondent BSNL, and (b) the excess amount received by it has already been paid back.”

(iii) ***Techno Prints vs. Chattisgarh Textbook Corporation and another*** reported in ***2025 SCC Online SC 343***, wherein it was held as under:

“30. As noted above, there is always an inherent power in the Authority to blacklist a contractor. But possessing such inherent power and exercising such power are two different situations and connotations. There may be a power but there should be reasonable ground to exercise such power.

32. We say so because once an order of blacklisting is passed the same would put an end to the business of the person concerned. It is a drastic step. Once the final order blacklisting the Contractor is passed then the Contractor is left with no other option but to go to the High Court invoking writ jurisdiction under Article 226 of the Constitution and challenge the same. If he succeeds before the Single Judge then it is well and good otherwise he may have to prefer a writ appeal or LPA as the case may be. This again would lead to unnecessary litigation in the High Courts. The endeavour should be to curtail the litigation and not to overburden the High Courts with litigations of the present type more particularly when the law by and large is very well settled and there is no further scope of any debate.

33. Given the nature of such an order and the import thereof, it would be unreasonable and arbitrary to visit



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every contractor who is in breach of his contractual obligations with such consequences. There have to be strong, independent and overwhelming materials to resort to this power given the drastic consequences that an order of blacklisting has on a contractor. The power to blacklist cannot be resorted to when the grounds for the same are only breach or violation of a term or condition of a particular contract and when legal redress is available to both parties. Else, for every breach or violation, though there are legal modes of redress and which compensate the party like the Corporation before us, it would resort to blacklisting and at times by abandoning or scuttling the pending legal proceedings.

34. Plainly, if a contractor is to be visited with the punitive measure of blacklisting on account of an allegation that he has committed a breach of a contract, the nature of his conduct must be so deviant or aberrant so as to warrant such a punitive measure. A mere allegation of breach of contractual obligations without anything more, per se, does not invite any such punitive action.

35. Usually, while participating in a tender, the bidder is required to furnish a statement undertaking that it has not been blacklisted by any institution so far and, if that is not the case, provide information of such blacklisting. This serves as a record of the bidder's previous experience which gives the purchaser a fair picture of the bidder and the conduct expected from it. Therefore, while the debarment itself may not be permanent and may only remain effective for a limited, pre-determined period, its negative effect continues to plague the business of the debarred entity for a long period of time. As a result, it is viewed as a punishment so



grave, that it must follow in the wake of an action that is equally grave.”

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7. Following position would emerge from a reading of the above judgments:

a) Black-listing / debarring involves serious civil consequences, it costs a slur. It creates a barrier between the person debarred/ blacklisted and the Government;

b) Black-listing / debarring are instruments of coercion;

c) Black-listing/ debarring tarnishes one's reputation. Reputation is a part of character and personality.

d) Debarring/ black-listing results in excluding a member of the public from dealing with the State in commercial transactions which in turn has the effect of preventing him from doing lawful trade with the State thereby discriminating him against others;

e) Black-listing / debarring has the effect of preventing a person from the privilege and advantage of entering into a lawful relationship with the Government for purposes of gain. Black-listing results in serious adverse consequences and is a very drastic measure thus ought to be resorted to sparingly and applied strictly.

f) Debarring the person albeit for certain number of years i.e., three years may well tantamount to civil death inasmuch as the person is commercially



ostracised resulting in serious consequences for the petitioner and those employed by him.

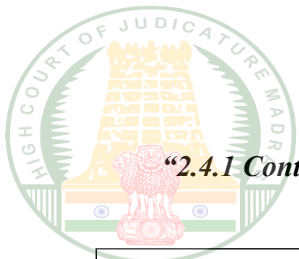
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7. I shall now proceed to examine the impugned order keeping the above legal principles in mind.

7.1. Impugned order debarring the petitioner for three years is passed invoking Clause 3.1.(a)(ii) read with Clause 2.4.1 and 2.4.2(b) of bid document Volume-I, which reads as under:

“a)(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;.

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB financed, administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations;”

**“2.4.1 Contracts of Similar Size and Nature**

Criteria Requirement	Compliance requirements				Documents Submission Requirements
	Single Entity	All Partners Combined	Joint Venture Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, in at least one contract that has been satisfactorily completed within the last Five years and that is one water supply work for construction with the components of the proposed works, where the value of the Bidder's participation exceeds Rs. 690 Cr. or US \$ 77.10 million. The similarity of the Bidder's participation shall be based on water supply project. ^{a, b}	Must meet requirement	Not applicable	Not applicable ^c	Must meet requirement	Form EXP – 1 ^d

a For contracts under which the Bidder participated as a Joint Venture partner or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement.

b For contracts implemented by a Joint Venture contractor, if the Bidder comprises the same Joint Venture, the 'Single Entity' requirements will apply.

c In case of complex works, the Employer may require each partner to demonstrate one satisfactorily and substantially completed contract of similar nature where such partner's value of participation exceeds 25% of the subject contract value.

d In addition to the submission requirement Form EXP - 1, the Bidder shall provide the following supporting documents:”

“2.4.2. (b) The Employer accepts any of the following activities to be subcontracted. They may be complied with by the Bidder or by its proposed Specialist Subcontractor.

If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the

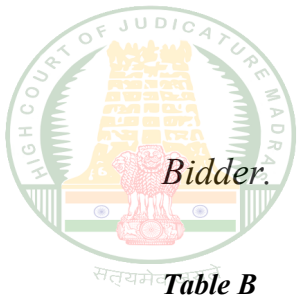


Table B

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Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities:	Must meet requirement	Must meet requirement	Form EXP - 2 ^a
1. Operation & Maintenance of water supply system for a period of at least one year			
2. Providing full-fledged SCADA system for a Water supply project			
3. Pipe laying work using Trenchless Technology for MS pipe with minimum diameter of 1000 mm, for a total length of at least 500mtr in single contract in Urban Area.			
4. Construction of Pipe carrying Bridges of minimum span of 100 meters for a total length of at least 300mtr for crossing water bodies in Urban Area.			

^aSubmission requirement: Form EXP – 2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements.”

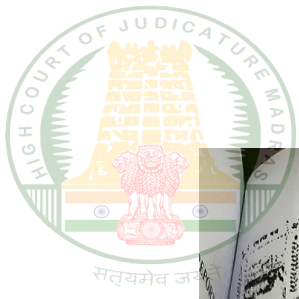
7.2. From a reading of Clause 3.1.a.(ii), it is evident that it is necessary for the respondent authorities to show that there was an act or omission including a misrepresentation which petitioner has made knowingly or



recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. Impugned order is made on the basis of failure on the part of petitioner to comply with two eligibility criteria viz., Clause 2.4.1, and 2.4.2(b)(4).

7.3. Under Clause 2.4.1 bidder should have participated as a contractor / joint venture in at least one contract that has been satisfactorily completed within the last five years and that is one water supply work for construction with the components of the proposed work where the value of the bidder participation exceeds Rs.690 crores. It appears that above condition is complied with as would be evident from the certificates issued by Silguri Municipal Corporation and Tamil Nadu Water Supply and Drainage Board (TWAD). The relevant portions of which is scanned and extracted hereunder:

i) Certificate issued by Silguri Municipal Corporation:



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Order QR

SILIGURI MUNICIPAL CORPORATION

SILIGURI, DIST. DARJEELING (W.B), 2432804, 2435444, (FAX) 2433277, 2523445

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TO WHOM EVER IT MAY CONCERN

EXPERIENCE CERTIFICATE

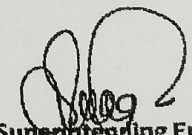
This is to certify that M/s. Eco Protection Engineers Pvt. Ltd., having registered office at Plot No. 943, 54th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600 101, was awarded the work of "Survey, Sub-soil Investigation, Design, Construction, Supply, Erection & Commissioning of RCC Raw Water Intake Structure (Fixed type), containing Intake Well allowing at least 211.80 MLD Raw water withdrawal in 21 hrs pumping, Jetty, Electrical Substation, Pump House on Intake structure including required Pumping machineries, electromechanical equipment, appliances with all related accessories, 27.5 Km(approx.) long Raw Water Transmission Main of minimum 1200 mm dia MS pipe with thickness 12.5 (min), steel Pipe bridges, Jack pushing Works to cross rivers, Jhora, canals, railways, highways etc., wherever required for delivering 138.61 MLD raw water at proposed Water Treatment Plant at Fulbari from Intake well in the river Teesta at upstream of Gajoldoba Barrage on EPC-turnkey basis including 3(Three) months Trial Run and subsequent 60 (Sixty) months Operation and Maintenance complete for Augmentation of Water Supply Scheme (Phase-I) for Siliguri Municipal Corporation & En-route Rural Areas under AMRUT-II (2nd call)" for the value of Rs. 204,00,00,000/- vide Memo No. 27/AMRUT-2.0/WS/SMC/2023-24 dated 04.09.2023 and Contract Agreement dated 14.09.2023.

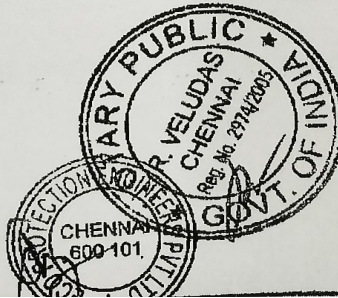
The agency M/s Eco Protection Engineers Private Limited, Chennai has satisfactorily completed the following works.

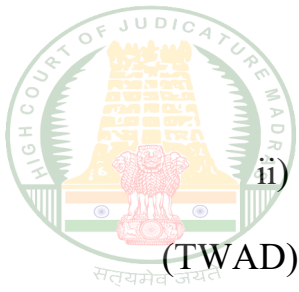
Sl No	Description of work	Qty
1	Design, supply, laying, testing and commissioning of 1200 mm Dia MS pipe with wall thickness of 12.5 mm in urban area.	26,000 Rmt.
2	Design, supply, and Jack pushing (Trenchless technology) of 1500mm dia MS casing pipe for Railway crossing & National Highway crossing in urban area.	108.00 Rmt.
3	Construction of Pipe carrying bridge for crossing the water body in urban area. (Length of pipe carrying bridges 3 Nos x 110 meters)	330 Rmt.

This certificate is issued based on their request for tendering purposes only.

Date: 28.01.2026


28/01/2026
Superintending Engineer
Siliguri Municipal Corporation
Darjeeling District, West Bengal.
Superintending Engineer
Siliguri Municipal Corporation



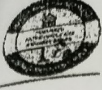


ii) Certificate issued by Tamil Nadu Water Supply and Drainage Board

(TWAD):

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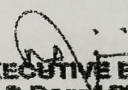
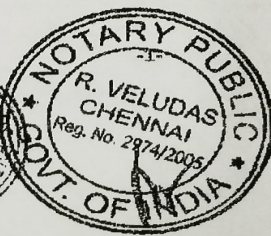
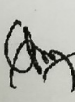
**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD**
TWAD Board, RWS Division, Sivagangal.
Mail ID : eerwssvg@gmail.com

TO WHOMSOEVER IT MAY CONCERN
COMPLETION CERTIFICATE

This is to certify that ECO PROTECTION ENGINEERS PRIVATE LIMITED, having its registered office address at Plot No: 943, 54th Street, TVS Colony, Anna Nagar West Extn, Chennai -- 600 101, Tamil Nadu have successfully executed and completed the following works.

1	Name of the Department	Tamilnadu Water Supply and Drainage Board, RWS Division, Sivagangal, Tamil nadu.
2	Name of the Work	Jal Jeevan Mission -- CWSS to 2 Municipalities, 5 Town Panchayats and 2306 rural habitations in 11 Panchayat Unions of Ramanathapuram District and Oddanchatram Municipality, Keeranur and Neikkarapatty Town Panchayats and 1422 Rural Habitations in 7 Unions of Dindigul District with river Cauvery as source (Construction Period: 18 months and paid Maintenance: 60 months) -- PACKAGE - II
3	Name of the Contractor with Address	M/s. Eco Protection Engineers Pvt. Ltd., Plot No: 943, 54 th Street, TVS Colony, Anna Nagar West Extn, Chennai -- 600 101
4	Agreement No and Date	CER/TWAD/MDU/16/2023-24 Dt:27.04.2023
5	Agreement Value	Construction Value -- Rs. 7,22,87,94,731/- (Incl. GST)* Operation & Maintenance Cost -- Rs. 1,89,02,184/- (Incl. GST) Total Value -- Rs. 7,24,76,96,915/- (Incl. GST)
6	Actual Value of Work Done	Rs. 6,98,93,57,458/-
7	Date of Commencement of Work	27.04.2023
8	Date of completion	31.12.2025

The certificate is issued as per request from contractor for Tendering Purpose.

**EXECUTIVE ENGINEER**
TWAD Board, RWS Division
Sivagangal.

7.4. From a perusal of the above Certificates issued by statutory authorities it appears the requirement in terms of Clause 2.4.1. stood satisfied



wherein under the column “Actual value of Work Done”, is shown as Rs.698 crores thus in excess of Rs.690 crores provided in Clause 2.4.1. Importantly genuineness of the certificates is not doubted. The only area where there seems to be divergence of views between petitioner and respondents is as to whether even on the date submission of bid it was required to show completion of work to an extent of Rs.690 crores and above. According to respondent though the project cost may be in excess of the said monetary limit, however what was executed on the day when the bid was submitted was only an extent of Rs.523.39 crores and therefore fell short of the requirements in terms of Clause 2.4.1.

7.5. Assuming respondents are right that what is required is not just participation in a project worth in excess of Rs.690 crores but also completion of the said project by the time when bids were submitted that is a matter of interpretation and respondents do not impute motives to petitioner. Fraud even in terms of the tender document would require the respondent authority to show petitioner had committed an act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

7.6 On the facts of the present case, it appears that highest that could be put against petitioner in a misconception on it part as to the scope of Clause 3.1,



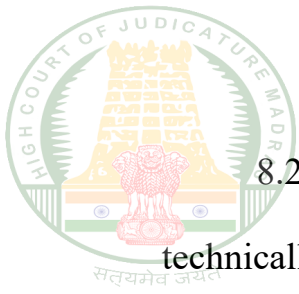
that would not in my view constitute a fraudulent practice within the meaning of Clause 3.1.(a)(ii) of Tender document.

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8. With regard to second requirement viz., Clause 2.4.2.(b)(4), which reads as under:

Criteria	Compliance Requirements		Documents
Requirement	Single Entity of its Specialist Subcontractors	Joint Venture or its Specialist Subcontractors	Submission Requirements
4.Construction of Pipe carrying Bridges of minimum span of 100 meters for a total length of at least 300 mtr for crossing water bodies in Urban Area			

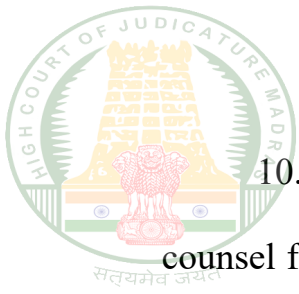
8.1. The respondent attempt to submit that only pipes carrying bridges of minimum span of 100 metres for a total length of atleast 300 metres for crossing water bodies in urban area ought to be taken into account in other words supporting structure such as RCC piers, aqua ducts supporting portions though an integral part of any pipe which crosses a water body, ought to be excluded while measuring the span of pipes carrying bridges is unacceptable.



8.2. I would think, it is difficult to even conceive whether it would be technically feasible to put up a bridge across any water body only with a truss without supporting structure such as RCC piers, aqua ducts supporting portions for the same are an integral part of any pipe put across a water body. The above construction placed by respondent on the above clause may produce results which are unworkable rather obnoxious.

8.3. It appears to me that in any view this again at the highest would be a matter of interpretation. If so, it is difficult to conceive/ comprehend as to how a matter which could be the subject matter of different interpretation can be construed as constituting fraudulent practice.

9. It is beyond the pale of any doubt that before someone is debarred or blacklisted, a duty is cast on the authority passing the order of debarring or blacklisting to ensure that debarring is a necessary step in the facts of the case. Impugned order suffers from the vice of being non-speaking and suffers from gross non-application of mind to the facts / material on record. Disqualification for a tender and debarring are two different causes of action. While disqualification would only affect the particular tender however debarring will have consequences which are far more grave and as held by the Supreme Court may well tantamount to civil death of the entity.



10. This Court finds that there is merit in the submission of the learned counsel for petitioner that the bid submitted by petitioner cannot be stated to be tainted by fraud even in terms of the tender documents thus impugned order black-listing / debarring the petitioner cannot be sustained and thus set-aside. It is made clear that though learned counsel for petitioner did make submissions as to the infirmities in the decision making process, inasmuch as this Court finds that debarring / black-listing is unwarranted, this Court does not propose to go into the issue as to whether the decision making process suffers from any infirmities.

11. Accordingly, the writ petition stands disposed of. No costs. Consequently, the connected miscellaneous petitions are closed.

05-08-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
MKA/Anu



To:

1. The Secretary to Government,
Municipal Administration and Water Supply Department,
Secretariat, Fort St. George,
Chennai-600 009.
2. The Managing Director,
Chennai Metropolitan Water Supply and
Sewerage Board (CMWSSB) Chintadripet,
Chennai-600 002.
3. The Superintending Engineer (Contract and Monitoring)
Chennai Metropolitan Water Supply and
Sewerage Board (CMWSSB), Chintadripet,
Chennai-600 002.



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Order QR

MOHAMMED SHAFFIQ J.

MKA/Anu

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