

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5267 of 2026

M/S Universal Agro Corporation Ltd. Registered Office at Ram Krishna Nagar, Hemra Road, Ward No.20, Begusarai, District-Begusarai, through its Director namely Pankaj Kumar aged about 53 years (Male) son of Rameshwar Prasad Singh, resident of village-Sihma, Police Station-Motihari, District-Begusarai.

... .. Petitioner/s

Versus

1. The Bihar Police Building Construction Corporation through its Chairman-cum-Managing Director- cum-Appellate Authority, Kautilya Nagar, Patna.
2. The Chief Engineer-cum-Registering Authority, Bihar Police Building Construction Corporation, Kautilya Nagar, Patna.
3. The Superintending Engineer, Bihar Police Building Construction Corporation, Kautilya Nagar, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Kundan Kumar Sinha, Advocate
For the Respondent/s	:	Mr. Prasoon Sinha, Advocate
		Mr. Aditya Narayan Singh, Advocate
		Mr. Kundan Kumar Sinha, Advocate
		Mr. Kumar Anjaneya Shanu, Advocate

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA
ORAL JUDGMENT
(Per: HONOURABLE THE ACTING CHIEF JUSTICE)

Date : 07-09-2026

Heard learned counsel for the parties.

2. The present writ application has been filed for the following reliefs:

“A. For quashing of the office order No. 229/ 2023 dt 22.06.2023 as contained in Memo No.HQ2203 by which the Respondent Chief Engineer (Respondent No.2) has imposed a penalty upon M/S Universal Agro Corporation Ltd. of Blacklisting the firm for indefinite period on an allegation of furnishing a forged experience certificate alongwith the bid document/ paper.



B. And further for quashing of the Appellate Authority order dated 13.12.2023 bearing Memo No.HQ4601 by which the Appeal filed by this petitioner was rejected but the indefinite period which had already been modified for 5 years Blacklisting vide Memo No.2288 dated 3.7.2023, has been affirmed and also the Blacklisting has been extended to all other organizations/ corporation/ Departments/institutions etc.

The above punishment taken against the petitioner firm on a already expired bid. The E-Tender Notice No.05/SBD/2022-23 lost its validity on 17.9.2022 (120 days as per the bid notification), and therefore the E- Tender notice dated 18.5.2022 become infructuous notification inviting tender.

C. For grant of any other relief/reliefs for which the petitioner is legally entitled to the facts and circumstances of the case.”

3. The present writ application arises out of E-Tender Notice No. 05/SBD/2022-23 dated 18.05.2022 issued by the Bihar Police Building Construction Corporation for construction of Police Station Buildings in different districts of the State of Bihar. The petitioner participated in the tender process in respect of Group No. 19.

4. As per Clause 8 of the NIT, the bid validity was prescribed for a period of 120 days. The original schedule for submission and opening of the bids was subsequently modified by corrigenda dated 23.06.2022 and 28.06.2022. The last date for submission of the bids was extended up to 21.07.2022 and



the technical bid was scheduled to be opened on 22.07.2022. The corrigenda further provided that the remaining conditions of the tender would remain unchanged.

5. On 12.01.2023, the respondent-Corporation sent an e-mail to the petitioner requesting extension of the bid validity up to 31.03.2023, with a stipulation that in case of failure to extend the bid validity, the tender would not be considered. The petitioner did not furnish its consent for such extension.

6. The technical bid relating to Group No. 19 was thereafter opened on 13.04.2023 before the Technical Evaluation Committee. The bid submitted by the petitioner was rejected in the technical evaluation. Subsequently, on verification of the documents submitted by the petitioner with the bid, one of the experience certificates was reported to be not genuine. In connection therewith, Hawai Adda P.S. Case No. 96 of 2023 was registered under Sections 467, 468, 471, 420, 120-B and 511 of the Indian Penal Code.

7. Thereafter, the Chief Engineer of the respondent-Corporation passed Memo No. HQ2203 dated 22.06.2023, whereby the petitioner-firm was blacklisted for an indefinite period under the Bihar Contractors Registration Rules, 2007. The said order was subsequently modified by Memo No.



HQ2288 dated 03.07.2023, whereby the period of blacklisting was fixed at five years with retrospective effect from 21.07.2022.

8. The petitioner preferred an appeal against the aforesaid orders. The appeal was rejected by the Appellate Authority vide Memo No. HQ4601 dated 13.12.2023. By the said order, the blacklisting was also extended to other organisations, corporations, departments and institutions.

9. The petitioner had earlier challenged the aforesaid orders in C.W.J.C. No. 18160 of 2024. The said writ application was permitted to be withdrawn vide order dated 07.05.2025 with liberty to the petitioner to agitate its claim before any other appropriate forum. Thereafter, the petitioner submitted a representation dated 07.10.2025 before the Additional Chief Secretary, Department of Home, Government of Bihar.

10. Learned counsel for the petitioner submits that the principal issue in the present case is that the petitioner had never consented to the extension of the bid validity. The original bid validity expired on 17.09.2022, and although the respondents subsequently sought extension of the same by e-mail dated 12.01.2023 up to 31.03.2023, no consent to such extension was ever furnished by the petitioner. Consequently, the petitioner's



bid had ceased to remain valid and could not have been subsequently opened or evaluated.

11. It is further submitted that the technical bid was opened on 13.04.2023, after expiry of the original bid validity, and therefore, the tender process, insofar as the petitioner was concerned, had already become infructuous. In such circumstances, the subsequent allegation regarding the experience certificate could not have furnished a valid basis for blacklisting the petitioner.

12. Learned counsel further submits that the petitioner was not served with any show-cause notice or the alleged verification report before imposition of the penalty. The Appellate Authority also failed to consider the aforesaid material grounds raised by the petitioner. It is, therefore, submitted that the impugned orders of blacklisting are liable to be set aside.

13. Per contra, learned counsel for the respondents submits that the impugned orders have been passed in accordance with law after due opportunity to the petitioner. It is submitted that the petitioner had uploaded an experience certificate along with its bid documents, which, upon verification from the issuing authority, was found to be forged



and fabricated. Consequently, an FIR was also registered against the petitioner and its Directors.

14. It is further submitted that the issue of expiry of the bid validity has no bearing upon the action of blacklisting, since the alleged misconduct was committed when the petitioner uploaded the forged document along with its bid within the prescribed period of submission. The subsequent expiry of the bid validity could not efface the misconduct already committed.

15. Learned counsel further submits that a specific show-cause notice dated 01.06.2023 was issued to the petitioner, enclosing the relevant documents and granting an opportunity to submit its explanation. No reply was submitted by the petitioner, whereafter the order of blacklisting was passed.

16. It is also submitted that the Appellate Authority duly considered the grounds raised by the petitioner and passed a reasoned order dated 13.12.2023. The action of blacklisting is thus in accordance with Clause 41 of the NIT and Clause 11(क) (7) of the Bihar Contractor Registration Rules, 2007. It is, accordingly, submitted that no interference with the impugned orders is warranted.

17. The limited issue which arises for consideration before this Court is as to whether, in the absence of the



petitioner's consent to extension of bid validity, the respondents were justified in proceeding with consideration and evaluation of its bid and thereafter blacklisting the petitioner, contrary to the stipulation contained in their e-mail dated 12.01.2023 that the tender would not be considered without such extension.

18. The issue primarily turns upon the effect of Clause 15.2 of the Standard Bidding Document and the subsequent e-mail dated 12.01.2023 issued by the respondents to the petitioner.

19. Clause 15.2 of the Standard Bidding Document, dealing with extension of the period of bid validity, reads as under:

“15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.”

20. A plain reading of the aforesaid provision makes it clear that while the Employer is entitled to request the bidders to extend the period of validity of their bids, the bidder is not bound to accept such request. On the contrary, the provision expressly recognises the right of a bidder to refuse such request



without forfeiting the bid security. Thus, extension of the bid validity beyond the original period is not unilateral and requires the response of the bidder.

21. The aforesaid provision assumes significance in the facts of the present case in view of the e-mail dated 12.01.2023 issued by the respondents. The relevant extract of the said communication reads as under:

“Dear Tenderer,

Due to unavoidable circumstances, the decision regarding NIT-05/SBD/2022-23 has not been executed, yet. It is likely to be executed upto 31/03/2023.

You are requested to extend your bid validity upto 31/03/2023, so that your tender can be considered.

In case of failure of the above, your tender will not be considered under any circumstances.

Kindly submit your Declaration/Affidavit regarding above upto 21/01/2023 at the office of Superintending Engineer, Circle-2, BPBCC Head Quarter, Kautilya Nagar, BSAP-5, Patna.

Declaration/Affidavit received after 21/01/2023 will not be considered under any circumstances.”

22. The language employed by the respondents is unequivocal. The communication does not merely request the petitioner to extend the validity of its bid. It expressly states that such extension was required “so that your tender can be considered” and further provides, in categorical terms, that “in



case of failure of the above, your tender will not be considered under any circumstances.”

23. Thus, the respondents themselves made consideration of the petitioner’s tender conditional upon extension of its bid validity.

24. It is not in dispute that the petitioner did not furnish its consent to extend the validity of its bid upto 31.03.2023. Consequently, there was no consensual extension of the bid validity in terms of Clause 15.2. Once the petitioner did not agree to the request for extension, the consequence expressly stipulated by the respondents themselves was that the petitioner’s tender would not be considered.

25. The respondents, however, proceeded thereafter with the consideration and evaluation of the petitioner’s technical bid and ultimately relied upon the documents submitted by the petitioner for initiating the proceedings which culminated in the impugned orders of blacklisting. In our considered view, such action cannot be sustained.

26. The respondents have sought to justify their action by contending that the technical bid had already been opened on 25.07.2022 and that the alleged forged experience certificate had been submitted by the petitioner along with its bid. It is



further contended that the alleged misconduct was complete upon submission of the said document and that the subsequent expiry of the bid validity could not absolve the petitioner from the consequences of such alleged misconduct.

27. There can be no dispute that submission of a forged or false document in a tender process, if established, is a serious matter. Equally, the respondents may have the power, in an appropriate case and in accordance with the governing conditions, to take action against a bidder who is found to have submitted a false or forged document. However, that is not the precise question which arises for consideration in the present case.

28. The question before us is whether, after expressly informing the petitioner that its tender would not be considered in the absence of extension of bid validity, and after the petitioner had admittedly not consented to such extension, the respondents could nevertheless proceed with the consideration and evaluation of the petitioner's bid and thereafter base an order of blacklisting upon such subsequent consideration.

29. The answer, in the facts of the present case, has to be in the negative.

30. The respondents' contention that the alleged



misconduct was complete at the stage of submission of the document does not answer the effect of their own subsequent communication dated 12.01.2023. The appellate authority, while rejecting the petitioner's appeal, has proceeded on the premise that the alleged act of submitting the disputed document preceded the expiry of the bid validity and that the subsequent expiry of the bid validity could not wipe out such misconduct. However, the said reasoning does not address the effect of the respondents' categorical stipulation that, in the absence of extension, the tender "will not be considered under any circumstances."

31. The distinction is material. We are not holding that the mere expiry of bid validity, by itself, would extinguish every consequence arising from an act committed during the subsistence of the bid. The conclusion in the present case rests upon the specific representation made by the respondents themselves and the legal consequence which they attached thereto. Having made extension of bid validity a condition for consideration of the petitioner's tender and having expressly stated that, in the event of failure to extend the validity, the tender would not be considered, the respondents could not thereafter proceed contrary to that stipulation.



32. In other words, the respondents could not, on the one hand, require the petitioner to extend the validity of its bid as a condition for consideration of the tender and, on the other hand, in the absence of such consent, proceed as if the validity had been extended.

33. The tendering authority is expected to act consistently with the terms of the tender and with the representations made by it to the bidders. The principle is particularly significant where the tender condition itself recognises the bidder's right to refuse extension. An administrative authority cannot disregard the very stipulation upon the basis of which it had called upon the bidder to make a conscious choice.

34. It is also well settled that an order of blacklisting carries serious civil consequences. In *Erusian Equipment & Chemicals Ltd. v. State of West Bengal & Anr.*, reported in (1975) 1 SCC 70, the Hon'ble Supreme Court recognised the serious consequences flowing from blacklisting and the necessity of fair treatment. The relevant portion of the said order reads as follows:

“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. Fundamentals of fair play require that the person concerned should be given an opportunity to represent his case before he is put on the blacklist.”

35. In ***Kulja Industries Ltd. v. Chief General Manager, Western Telecom Project, Bharat Sanchar Nigam Ltd. & Ors.***, reported in (2014) 14 SCC 731, the Hon’ble Supreme Court reiterated that the power of blacklisting is subject to judicial review on the touchstone of fairness, reasonableness, rationality and proportionality. The relevant portion of the said order reads as follows:

“17. That apart, the power to blacklist a contractor whether the contract be for supply of material or equipment or for the execution of any other work whatsoever is in our opinion inherent in the party allotting the contract. There is no need for any such power being specifically conferred by statute or reserved by contractor. That is because “blacklisting” simply signifies a business decision by which the party affected by the breach decides not to enter into any contractual relationship with the party committing the breach. Between two private parties the right to take any such decision is absolute and untrammelled by any constraints whatsoever. The freedom to contract or not to contract is unqualified in the case of private parties. But any such decision is subject to judicial review when the same is taken by the State or any of its instrumentalities. This implies that any such decision will be open to



scrutiny not only on the touchstone of the principles of natural justice but also on the doctrine of proportionality. A fair hearing to the party being blacklisted thus becomes an essential precondition for a proper exercise of the power and a valid order of blacklisting made pursuant thereto. The order itself being reasonable, fair and proportionate to the gravity of the offence is similarly examinable by a writ court."

36. In the present case, therefore, even while recognising the seriousness of the allegation concerning the disputed experience certificate, the exercise of the power of blacklisting cannot be sustained when the respondents proceeded to consider and evaluate the petitioner's bid contrary to the specific stipulation contained in their own communication dated 12.01.2023.

37. We may also clarify that we are not required, for the purpose of deciding the present writ petition, to record any final finding as to whether the disputed experience certificate was genuine or forged. The allegation in that regard is already subject matter of a criminal proceeding. The question before us is confined to the legality of the administrative action taken by the respondents on basis of evaluation of petitioner's bid which already expired in terms of the e-mail dated 12.01.2023, as the petitioner did not submit his consent.

38. In view of the aforesaid, the issue framed is



answered in favour of the petitioner.

39. Consequently, Memo No. HQ2203 dated 22.06.2023, Memo No. HQ2288 dated 03.07.2023 and the appellate order bearing Memo No. HQ4601 dated 13.12.2023 are hereby quashed.

40. Accordingly, the present writ petition stands allowed.

41. It is, however, clarified that the observations made herein are confined to the legality of the impugned administrative action i.e. blacklisting and shall not prejudice the criminal proceedings arising out of the allegations concerning the disputed document.

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

(Sudhir Singh, ACJ)

(Rajesh Kumar Verma, J)

Anushka/-

AFR/NAFR	AFR
CAV DATE	
Uploading Date	11.09.2026
Transmission Date	

