



2026:AHC:210854-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT – C No. – 23168 of 2026

M/s Balaji Construction

.....Petitioners(s)

Versus

State of U.P. and 3
others

.....Respondents(s)

Counsel for Petitioners(s)	: Devansh Misra, Kartikay Agarwal, Pankaj Kumar Shukla, Rahul Kumar Sharma
Counsel for Respondent(s)	: Atul Mehra, C.S.C., Sushil Kumar Srivastava, Udayan Nandan

Court No. - 29

HON'BLE SIDDHARTHA VARMA, J.
HON'BLE KUNAL RAVI SINGH, J.

(Per : Kunal Ravi Singh, J.)

1. Heard Shri Kartikay Agarwal and Shri Devansh Mishra, learned counsel for the petitioner, Shri Sanjiv Singh, learned Senior Advocate assisted by Shri Atul Mehra, learned counsel for Agra Development Authority, Shri Shashi Nandan Learned Senior Advocate assisted by Sri Udayan Nandan, learned counsel for newly impleaded respondent No. 5 and 6 and Mr. Ajit Singh Rana, Additional Chief Standing Counsel for the state respondent.

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

- (i) *Issue a writ, order or direction in the nature of Certiorari quashing the impugned order dated 25.04.2026 of cancellation of tender proceedings passed by the Respondents whereby the valid tender process, in which the Petitioner was declared technically qualified and emerged as the lowest bidder, has been arbitrarily cancelled for extraneous and mala fide considerations;*

- (ii) *Issue a writ, order or direction in the nature of Certiorari quashing the show cause notice dated 15.05.2026 issued by respondent no.3.*
- (iii) *Issue a writ, order or direction in the nature of Mandamus commanding the Respondents to restore and finalize the original tender proceedings in a fair, transparent and lawful manner by considering the Petitioner's bid strictly in accordance with the terms and conditions of the original tender;*
- (iv) *Issue a writ, order or direction in the nature of Mandamus directing independent, fair and impartial inquiry/investigation by an appropriate independent agency, including the Central Bureau of Investigation (CBI), Economic Offences Wing (EOW), Cyber Cell or any other competent authority, into the illegal access/viewing of confidential financial bids, manipulation of the e-tender process, abuse of official position, favouritism and consequential wrongful allotment of contracts by the respondent authorities, and further direct initiation of appropriate civil, criminal and departmental proceedings against the persons found responsible.*
- (v) *Issue a writ, order or direction restraining the respondents from taking any action, coercive including blacklisting/debarment of the Petitioner, pursuant to the impugned show-cause notice dated 15.05.2026 during pendency of the present writ petition.*
- (iv) *Issue any other suitable writ, order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case in the interest of justice; and*
- (vi) *Award costs of the present writ petition in favour of the Petitioner.”*

FACTS:

3. The Petitioner is engaged in construction activities including infrastructure development works, operation of a computerised mix plant, manufacture of interlocking tiles and light infrastructure activities. The Agra Development Authority (hereinafter referred to as the Authority” floated various high-value E-Tender relating to internal development works under greater capacity at Village Raipur –Rahankalan.

4. The dispute relates to the tenders floated by the Authority relating to internal development works of Sindhupuram (Township–1) and Yamunapuram (Township -4). The petitioner participated in both the tenders and on 23.04.2026, the technical bids were opened for the two tenders and the petitioner was declared technically qualified for both the Townships.

5. On 25.04.2026, the petitioner found out that the tenders for Township 1 and Township 4 under the Greater Agra scheme were cancelled due to unforeseen circumstances.
6. Upon the cancellation of the tenders, the Authority issued fresh E-Tender notices dated to 25.04.2026. The fresh E-Tenders for both the Townships were published in the daily newspapers on 26.04. 2026.
7. Immediately upon the cancellation of the tenders, the petitioner filed detailed representation dated 26.04.2026 categorically narrating the entire fraudulent conduct, manipulation and illegalities committed by the Authority during the tender process. The Petitioner specifically disclosed that after the opening of the technical bids and declaration of qualified bidders, the Authority by misusing the administrative action and decryption mechanism, clandestinely accessed and examined the financial bids prior to the lawful opening and evaluation of the same. The petitioner further alleged that the Authority with a predetermined intention to favour selected contractors, arbitrarily cancelled both the tenders by selectively retaining other tender favourable to their preferred bidder.
8. The above representation was followed by a reminder representation dated 04.05.2026. In the said representation similar averments were made regarding the earlier representation made by the petitioner.
9. The petitioner thereafter submitted representations dated 09.05.2026 and 12.05.2026 before the Principal Secretary, Housing and Urban Planning Department, government of Uttar Pradesh as well as before the Vice Chairman, Agra Development Authority highlighting the illegalities and irregularities committed in the tender process. However, no action was taken upon the representations.
10. Thereafter in pursuance of the fresh tender notice, the tender committee of the Authority evaluated the fresh bids on 14.05.2026 that were received with regard to both the Townships, however in the fresh tender process the petitioner did not participate.

11. A show cause notice dated 15. 05. 2026 was issued to the petitioner indicating that the petitioner had contacted M/s Deloitte Touche Dohamatsu India LLP, which was the technical expert regarding the evaluation of the bids, and therefore was interfering with the tender process. Resultantly, the petitioner was asked to show cause as to why under condition 22 of the tender conditions the entire earnest money deposited by the petitioner should not be forfeited. The petitioner submitted a reply by email dated 16.05.2026 indicating that the petitioner had contacted the representative of the firm to understand as to why the petitioner was disqualified during the technical evaluation.

12. On 18.05.2026, the engineering division of the Authority recommended approval of the technical bids of the qualified bidders regarding the fresh tender process. The technical committee recommended the same and the approval was granted by the Vice Chairman, Agra Development Authority on the same day. On 20.05.2026, the financial bids of the qualified bidders for the fresh tender process were opened before the tender committee on 27.05.2026. The technical section evaluated and forwarded the report for the consideration for the tender committee for the acceptance of lowest paid for both the Townships.

13. Thereafter the tender committee on 30.05.2026 recommended the acceptance of lowest bid of respondent No. 5 for Township-1 and respondent No. 6 for Township-4. The letter of intent was issued to respondent No. 5 and 6 on 30.05.2026. Immediately thereafter the petitioner challenged the cancellation order as well as the show cause notice by the present writ petition.

PETITIONER'S SUBMISSION:

14. Learned counsel for the petitioner has made the following submissions regarding the quashing of the impugned cancellation order dated 25.04.2026 and the quashing of the show cause notice dated 15.05.2026.

(i) The cancellation of the tender is actuated by mala fide intention, colourable exercise of power and favouritism. The action of the Authority in cancelling the tender process is violative of Article 14 of the Constitution of India in as much as the action is fully arbitrary, discriminatory, mala fide and

in violation of expected principles with regard to fairness and openness to be followed by the State authorities.

(ii) The impugned cancellation order only states that the tenders were cancelled due to unforeseen circumstances. No reason was given regarding cancellation of the tenders and the impugned cancellation order is cryptic order. The tender process cannot be cancelled without assigning adequate reasons and since no reasons have been assigned in the present cancellation notice, the tender cancellation order is patently illegal and arbitrary.

(iii) The petitioner stood qualified in the technical bid as per the letter uploaded on the website of the Authority dated 23.04.2026 and as such there was no requirement of cancellation of the two tenders in which the petitioner was the lowest bidder (L1). The entire process has been undertaken to favour certain contractors and the entire process is nothing but a colourable exercise of power on behalf of the Authority and its officers.

(iv) The reasoning given in the evaluation made by the technical committee for not finding the petitioner suitable for the tender works is arbitrary in as much as the committee states “*work mentioned in the present is not aligned the similar nature of work required and the value of other projects mentioned the less than the required value*”. The petitioner submitted the experience document along with the bid documents and as per the experience document the petitioner was fully qualified to undertake the construction work and as such the comments on behalf of the technical evaluation committee that the work experience done by the petitioner was not to the required standard is arbitrary.

(v) The note sheet submitted by the Authority is an undated and unsigned document purportedly submitted on behalf of the Secretary of the Authority and as such no reliance can be placed upon the said note sheet.

(vi) The show cause notice dated 15.05. 2026 was issued to the petitioner with mala fide intention as the petitioner never threatened the technical evaluation firm or its representative. The show notice has been issued with the sole intention of blacklisting the petitioner and the petitioner has adequately replied to the said show cause notice. The notice does not disclose any mala

fide action on the part of the petitioner and as such notice is liable to be quashed.

(vii) The tender notice contained several onerous conditions which cannot be imposed as the State must act with all fairness and reasonableness when it comes to contractual matters.

RESPONDENT 2 TO 4 SUBMISSIONS:

15. Learned Senior Counsel appearing on behalf of the Authority made the following submissions to refute the submissions made by the petitioner's counsel:

(i) The averment that the petitioner was a qualified technical bidder is incorrect and against the records. The records of the tender process would indicate that the bid of the petitioner was rejected in the technical evaluation stage on the ground that the work experience was not in line with the work experience as required in the conditions of the tender.

(ii) As per Condition No. 13 of the tender document the tender process was on the basis of two bid System in which the requirement was that the bidders had to submit work experience of a similar nature. Since the petitioner did not possess the necessary work experience therefore the petitioner bid was rejected at the technical evaluation stage itself. There is no illegality regarding the rejection of the bid of the petitioner at the technical evaluation stage,

(iii) The cancellation of the tender was necessitated on the ground that the name of the petitioner was wrongly included in the order dated 23.04.2026 by the Executive Engineer. When the Authority came to know about the inclusion of the petitioner as having qualified in the technical bid, The Authority immediately issued a show-cause notice dated 25.04.2026 to the Executive Engineer, Agra Development Authority, seeking an explanation as to how, inter alia, the petitioner's name came to be published as a qualified bidder in the technical bid despite the alleged irregularities.

(iv) The Authority further directed that both the tenders be cancelled, as an ineligible bidder had now been shown as qualified in the technical bid and as such the entire bidding process had become tainted. Due to the aforesaid

reason of ineligible bidder being included as a successful bidder, the tender processes were cancelled due to unforeseen reasons.

(v) Even though the tender processes were cancelled due to unforeseen circumstances, the rationale behind cancelling the tender process was that an ineligible bidder been shown as a qualified in the technical bid which could not be accepted as the entire tender process had become tainted.

(vi) As regards to the reasons of rejection of the technical bid of the petitioner, the petitioner did not have the necessary work experience regarding the development works to be undertaken for the two Townships. The development work required RCC works, laying of Sewerage systems and drainage systems for which the petitioner did not have the necessary experience. The report of the technical evaluation committee of the petitioner clearly reflects the same for both the Townships and as such there was no illegality regarding the rejection of the technical of the petitioner.

(vii) Regarding the note sheet being undated, the Secretary of the Authority had participated in the tender committee and was present when the bids of four bidders excluding the petitioner were approved. But due to a pressing prior commitment, the Secretary had to leave the meeting due to which the note sheet could not be signed by the Secretary. However as per the original records, it is clearly reflected that the note sheet was signed by the Executive Engineer and the Finance Controller. There are no alterations in the original records of the Authority and the note sheet clearly reflected the position of the Authority regarding ineligibility of the petitioner.

(viii) Fresh tender process was initiated after the cancellation of the earlier tenders and respondent No. 5 and 6 had emerged as the successful bidders. Letters of intent have also been issued to respondent No. 5 and 6 and as such the earlier tender cannot be reopened as petitioner never participated in the fresh tender processes.

(ix) The other documents attached in the supplementary affidavit apart from the experience certificate dated 28.10. 2024 cannot be looked into as the same were not part of the tender document. If the same were never submitted before

the tender committee along with the tender documents then the same have no relevance in the present dispute.

RESPONDENT No. 5 & 6 SUBMISSIONS:

16. Learned Senior Counsel appearing on behalf of the newly impleaded respondent No. 5 and 6 made the following submissions:

(i) The new tender process was initiated and has now culminated in the issuance of letter of intent in favour of respondent No. 5 and 6 therefore any challenge to the earlier tender process does not survive as the petitioner never participated in the fresh tender process.

(ii) The petitioner does not have the necessary experience to undertake the internal development works of the Townships. A perusal of the work experience certificate attached to the supplementary affidavit would show that the petitioner had only worked upon widening and strengthening of Hathras Jalesar Road and was not competent to undertake works relating to Sewerage and drainage systems.

(iii) Even if the other documents attached in the supplementary affidavit were seen then they would only show that the petitioner has experience regarding construction of road and culverts required in the construction of the road. Experience in laying down seepage and drainage systems is not present in the said documents.

(iv) The cancellation of the tender and the subsequent fresh tender and the issuance of letter of intent does not suffer from any colourable exercise of power and the entire process as started and culminated by the Authority is legally valid.

RESPONDENT No. 1 SUBMISSIONS:

17. Mr. Ajit Singh Rana learned Addl. Chief Standing Counsel appearing for respondent no. 1 has adopted the arguments made on behalf of the Authority. He has submitted that the impugned cancellation order suffers from no illegality and as such no interference is required.

18. We have heard the rival submissions and perused the records of the case. Based on the submission and records annexed the following points of determination are framed for adjudication of the dispute.

POINTS OF DETERMINATION:

19. The points of determination are as follows:
- (I) Whether the cancellation of the two tenders relating to Township 1 and Township 4 is a colourable exercise of power by the Authority which requires interference from this Court under Article 226 of the Constitution?
 - (II) Whether the impugned show cause notice dated 15.05.2026 is liable to be quashed?
 - (III) Whether the technical bid of the petitioner was illegally rejected by the Authority and the petitioner stood qualified in the technical evaluation?

DISCUSSION:

20. It goes without saying that even in contractual matters the State or any of its authorities, which also come under the definition of State in Article 12 of the Constitution of India, have to act with fairness, non-arbitrariness and equality towards all the respective bidders seeking to enter into the contract. The reason for this is that once transparency is ensured in public procurement, it not only maximises economy and efficiency in government procurement but also ensures a healthy competition among the bidders and eliminates irregularities, interference and corrupt practices by the authorities concerned. *{Micky Traders vs. L.R.Y. Labour Contractors and others; 2026 INSC 1025, Maa Binda Express Carrier and another vs. North East Frontier Railway and others; (2014) 3 SCC 760, Meerut development Authority vs. Assn. of Management Studies; (2009) 6 SCC 171, Air India Ltd. Vs. Cochin International Airport Ltd; (2000) 2 SCC 617}*. In the present case we must examine whether the Authority was fair and transparent in cancelling the tender processes for which the petitioner alleges himself to be the lowest bidder. As original records have produced before us, the Court will examine the claim of the petitioner in its entirety as the petitioner has also claimed that the technical bid was illegally rejected by the technical evaluation committee and the petitioner has an enforceable right to invite the Court to see whether the petitioner was treated unfairly.

21. Learned counsel for the petitioner argued that order dated 25.04.2026 was a cryptic order and there was no explanation about cancellation of the tender process. It was submitted that the order of cancellation is devoid of the reason and the reasoning that was provided i.e. “*due to unforeseen circumstances*” would not stand the test of reasonableness as the said phrase could mean anything in the context. Learned counsel submitted that the State authorities are not immune from judicial review in contractual matters when the action of the State authorities is an arbitrary action. The impugned order dated 25.04.2026 is nothing but a colourable exercise of power by the Authority and the same should be quashed. We have proceeded to examine the order 25.04.2026 and find that apart from the aforesaid phrase, the order does not contain any other reasoning. Upon examination of the terms and conditions of the tender notice dated 20.03.2026 we find that under conditions 16 of the tender notice the Vice Chairman of the Authority has the complete power to either accept or reject the E-Tender. The said condition is quoted as below:

“16. ई - निविदा को स्वीकृत/अस्वीकृत करने का अधिकार निर्विवाद रूप से उपाध्यक्ष। आगरा विकास प्राधिकरण में निहित होगा। जिसको किसी भी मा0 न्यायालय में चुनौती नहीं दी जा सकेगी।”

A perusal of the above condition shows that the Vice Chairman, Agra Development Authority has the power to accept or reject the E-Tender which cannot be challenged before any Court. However, the condition does not confer upon the Vice Chairman any power to reject the E-Tender notice without assigning any reasons.

22. A perusal of the instructions to bidders (“ITB”) show that there is no condition regarding any force majeure clause or that the Authority can cancel the E-Tender process without assigning any reason. It is trite law that any action of the State or any of its authorities must be a reasoned action supported by valid reasons. In the absence of valid reasons, the said action can be challenged as arbitrary and an illegal action thereby infringing the rights of the parties {vide *Subodh Kumar Singh Rathour Vs. The Chief Executive Officer and Ors.*; (2024) 15 SCC 461} The impugned order does not reflect any reason apart from the phrase “*due to unforeseen circumstances*” and what are those unforeseen circumstances cannot be inferred from any of the conditions either

contained in the tender notice or in the ITB. Generally unforeseen circumstances in the performance of a contract would lead to frustration of the contract but in the present case, the contract was yet to be executed as the cancellation order was passed before the financial bids were opened. Thus, the cancellation of the tender notice upon the said phrase cannot be held to be a valid action on the part of the Respondent No. 2.

23. Learned Senior Counsel for the Respondent No. 2 submitted that there were exigent circumstances because of which the entire tender process for both the Townships was cancelled. He submitted that in the notice uploaded on the website of the Authority dated 23.04.2026, which showed that the petitioner stood qualified in the technical bid process was factually incorrect. The records reflect that the action of the Authority was justified in as much as by including an ineligible bidder the entire tender process became tainted and the action taken by the Authority cancelling the entire process, in light of the aforesaid explanation, is justified.

24. Generally, when in the impugned order is challenged before the Courts, the impugned order must stand on its own footing. In the absence of any reasoning in the order, the same cannot be supplemented by means of an affidavit {*vide Mohinder Singh Gill and another vs. Chief Election Commissioner and others; (1978) 1 SCC 405*}. In the present case, as has been held above, the phrase stated in the cancellation order does not state as to what was the circumstances due to which the tender process was cancelled. The Tender document also does not define what can be those unforeseen circumstances. Therefore, nothing said in the affidavit could substantiate the lack of reasoning and the phrase used in the cancellation order. Thus, in our considered view the cancellation order is devoid of any reasoning which can be supported by any condition in the tender document and thus cancellation order is arbitrary and liable to be quashed.

25. However, as the learned counsel for the petitioner also contended that the technical bid was illegally rejected by the technical evaluation committee, therefore the original records were directed to be produced by means of order dated 02.09.2026. The same were produced before us which were then examined by the Court in detail. The examination of the original records relating to the tender process was undertaken only to ascertain the correctness

of the averments made in the writ petition as well as the order dated 04.06.2026.

26. A perusal of the original records produced by the authority reveals that the technical evaluation committee while examining the work experience of the petitioner clearly reported in the note sheet that the petitioner did not have the necessary work experience to qualify in the technical bid. The exact phrase is reproduced as below:

“work mentioned in the bid is not aligned with the similar nature of work required and the value of the project mentioned the less than the required value”

Thus, the valuation report clearly states that the petitioner did not have the necessary work experience and the value of work done by the petitioner in the earlier contract was less than the required work value of the present project. The records further reveal that this report was placed before the tender committee of which the Executive Engineer, Finance Controller and the Secretary of the Authority were members of. The note sheet shows that the petitioner was declared as ineligible in the technical evaluation on the ground that the petitioner did not have work experience of a similar nature. The report of the tender committee also states only four bidders as successful and the petitioner is not one of the successful bidders. The records further reflect that for both the tenders for Township 1 and Township 4, the petitioner was found to be lacking the necessary work experience and in both the reports submitted by the tender committee the name of the petitioner does not find place.

27. In order to counter the noting with regard to lack of experience, learned counsel for the petitioner contended that the work experience certificate as submitted in the bid has been attached by the petitioner by means of the supplementary affidavit which will clearly show the petitioner has necessary experience to carry out the internal development work in the two Townships. We have examined the experience certificate issued by Executive Engineer, PWD, Hathras which shows that the petitioner had worked on a contract for widening and strengthening of Hathras Jalesar road. An abstract of the RA bill has also been attached in respect of the same project which has been relied upon by the learned counsel for the petitioner to show that the petitioner has the necessary work experience. Refuting the contention, learned Senior Counsel on behalf of the Authority contended that the work experience

certificate would clearly show that the petitioner has only worked upon construction of the road and has never worked on any project regarding internal development works to be carried out in a Township. Learned Senior Counsel for the Authority submitted that internal development works for Township consist of not only of RCC work but also includes laying of sewerage system pipes as well as drainage infrastructure which is lacking in the case of the petitioner. Furthermore, the document attached as RA bill was never attached in the bid documents and hence no reliance can be placed upon the same. This contention that the RA bill was never attached in the bid document has not been refuted by the learned counsel for the petitioner and thus the irresistible conclusion that we can draw is that such a document cannot be looked into. As to the experience of the petitioner, we are of the definite view that the petitioner does not have the necessary work experience to undertake internal development works regarding the Townships as the work certificate attached the bid document does not show that the petitioner has the work experience for laying of sewerage pipes and drainage infrastructure.

28. Even though we have proceeded to hold that the cancellation order was not substantiated by any reasons and that the reasons could not be provided by means of an affidavit thus holding the cancellation order to be illegal, yet on an examination of the original records, we find that there is substantial justification for cancellation of the entire bid process for both the Townships. What we find from the records is that an ineligible bidder was shown as qualified in the technical bid process which was then cancelled by the Authority on the ground of fraud and collusion. Appropriate measures have been taken by the Vice Chairman for the action taken by the Executive Engineer which has resulted in his suspension. The records clearly speak for themselves and even though the Secretary of the Authority did not sign the tender committee report, the same is not of much relevance as in the evaluation of technical bid, as had been noted by the technical evaluation committee in its note sheet, the petitioner was found to be ineligible which was also noted by the tender committee. We are of the considered view that the decision to cancel the tender process was in no way discriminatory or mala fide.

29. Since we have examined the records, we must also see whether the condition of experience was an essential condition for the fulfilment of the

contract or not. The tender process was for the internal development of various Townships under the schemes initiated by the Authority. These schemes required internal development works to be carried out before plots\lands could be allotted to prospective allottees under the scheme. Therefore, it was imperative for the authority to select a bidder who had the necessary work experience regarding internal development works which included the three conditions as stated above. Thus, the work experience was in fact an essential condition regarding the fulfilment of the contract and there can be no deviation with regard to the said essential condition as otherwise it would lead to substandard living conditions within the Township. {*vide Micky Traders (supra)*}. If the authority were to treat work experience in making a road as equivalent to undertaking internal development works in a Township, then the eligibility condition would be rendered practically meaningless as the specialised nature of work required to develop a Township cannot be equated with that of constructing a road and maintaining it. Based upon these observations also we are of the considered view that the petitioner did not fulfil the essential condition of work experience required to executive contract.

30. The second prayer made in the writ petition is regarding quashing of the show cause notice dated 15.05.2026 invoking condition 22 of the bid conditions. As regard to the notice, the petitioner has already submitted his reply dated 16.05.2026 and no final orders have been passed as of date by the Respondent No. 2. The scope of interference in the show cause notice lies in extremely narrow compass. Unless the petitioner can show that the show cause notice was issued with mala fide intention or was issued with a predetermined intention or suffering from a patent lack of jurisdiction, the challenge to the show was notice must fail {*vide J. Sri Nisha vs. Special Director, Adjudicating Authority, Directorate of Enforcement and another; 2026 INSC 309*}. In the present case we do not find any such material which can show that the show cause notice was issued with mala fide intentions or was issued with a predetermined intention or suffers from a patent lack of jurisdiction. However, as the Authority is yet to take a decision on the show cause notice we leave it open to the authority to proceed in accordance with law, if so desired. In case the Authority proceeds with the show cause notice then any observation made with regards to the issue of quashing of the show cause notice shall not be taken into consideration.

ANSWERS TO THE POINTS OF DETERMINATION:

31. Regarding issue no. 1 as to whether the cancellation of the two tenders relating to Township 1 and Township 4 is a colourable exercise of power by the Authority which requires interference from this Court under Article 226 of the Constitution the issue is answered in the negative holding that there is no illegality in the process adopted which requires any judicial review by this Court.
32. Regarding Issue no. 2 as to whether the impugned show cause notice dated 15.05.2026 is liable to be quashed the issue is answered in the negative holding that the show cause notice cannot be quashed at this stage.
33. Regarding issue no. 3 as to whether the technical bid of the petitioner was illegally rejected by the Authority and the petitioner stood qualified in the technical evaluation, the issue is answered in the negative holding that there is no reason to hold that the technical bid was rejected illegally or arbitrarily.

CONCLUSIONS:

34. In light of the findings given above, the writ petition is without merit and is accordingly, **dismissed**. There shall be no order as to cost.

(Kunal Ravi Singh, J.) (Siddharth Varma, J.)

October, 8, 2026

Sumit S