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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 4234 of 2026

Bhartiya Caterers And Enterprises Through Proprietor Bhupendra Kumar Dewngan S/o Parmanand Dewangan Aged About 38 Years, R/o Raigarh, District Raigarh (C.G.)

... Petitioner(s)

versus

1 - State Bank Of India Through The Director, State Bank Of India, Chhattisgarh Gramin Swarozgaar Prasikshan Sansthan, TV Road, Behind Panchayat And Secretary Centre, Chote Atarmuda, District Raigarh (C.G.)

2 - Tanduri Club Through Proprietor Pritpal Malhotra, R/o Rukmani Vihar, Kotra Road, Raigarh, District Raigarh (C.G.)

... Respondent(s)

For Petitioner(s) : Mr.Sumit Singh Rathore, Advocate

For Respondent(s) : None present

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

14.08.2026

1. Heard Mr.Sumit Singh Rathore, learned counsel for the petitioner.
2. The present writ petition has been filed by the petitioner under

Article 26 of the Constitution of India with following reliefs:-

“10.1 That, this Hon'ble Court kindly be pleased to issue writ/order/direction and quash the tender 21-05-2026 issued by respondent No.1 in favor of respondent No.2, in the interest of justice.

10.2 That, this Hon'ble Court kindly be pleased to issue writ/order/direction to the respondent authority to proceed with fresh tender process with regards to the notification dated 10-01-2026 published in Local news Paper Kelo Pravaah, in the larger interest of justice.

10.3 Any other relief, which this Hon'ble Court may deem fit and proper, may also be passed in favor of the petitioner together with cost of the petition.”

3. The facts of the case are that the petitioner is engaged in the business of catering services and is registered under the Chhattisgarh Shops and Establishments (Regulation of Employment and Condition of Service) Act, 2017. According to the petitioner, he has experience in providing catering services. Respondent No.1 issued a tender notice dated 10.01.2026, published in the local newspaper *Kelo Pravaah*, inviting quotations for supply of breakfast, lunch and dinner to the trainees of Bhartiya State Bank Gramin Swarojgaar Prashikshan Sansthaan, District Raigarh (C.G.). The terms and conditions of the tender were also issued.
4. According to the petitioner, the tender portal was opened on 21.05.2026, and being eligible and experienced, he participated in the tender process. The base price prescribed for supply of food

was Rs.140/- per person per day, and the petitioner as well as respondent No.2 quoted Rs.140.01. The petitioner contends that the tender conditions did not clearly specify whether the base price of Rs.140/- was inclusive or exclusive of GST. On the petitioner's understanding, he mentioned in his quotation that the GST component would be borne by respondent No.1. The tender process was closed on the same day, i.e. 21.05.2026, and the petitioner's quotation was rejected, whereas the quotation of respondent No.2 was accepted. Thereafter, the petitioner submitted a representation dated 02.06.2026 before respondent No.1 explaining the alleged misunderstanding regarding GST and expressing his willingness to continue supplying food to the trainees at the earlier rate of Rs.109/- per plate. According to the petitioner, respondent No.1 assured him that the issue would be considered, but no decision was taken on his representation.

5. It is the case of the petitioner that he had earlier been supplying food to the trainees under an earlier tender, commencing from 02.11.2025 and continuing up to 03.06.2026, and an amount of Rs.11,28,236/- allegedly remained outstanding towards such supply. It is also his case that, despite the alleged outstanding dues, respondent No.1 proceeded with the fresh tender process. The petitioner has further relied upon a letter dated 14.10.2025, whereby the earlier tender was allegedly extended. On the aforesaid factual foundation, the petitioner has approached this Court challenging the rejection of his quotation and seeking

appropriate relief against the action of respondent No.1.

6. Learned counsel for the petitioner submits that the action of respondent No.1 in rejecting the petitioner's quotation is arbitrary, unreasonable and contrary to the terms and conditions of the tender. It is submitted that the tender document did not clearly stipulate whether the base price of Rs.140/- was inclusive or exclusive of GST. Since there was ambiguity in the tender condition, the petitioner, in good faith, mentioned that GST would be borne by respondent No.1. The petitioner ought not to have been disqualified on account of such an alleged misunderstanding, particularly when he was otherwise eligible and had considerable experience in the field. Learned counsel further submits that the petitioner immediately approached respondent No.1 by submitting a representation dated 02.06.2026, wherein he clarified his position and expressed his willingness to supply food even at the earlier rate of Rs.109/- per plate. However, the said representation has not been considered and no reasoned decision has been communicated to the petitioner.
7. It is further contended that the petitioner had earlier successfully supplied food to the trainees pursuant to a tender issued in his favour, but his outstanding dues amounting to Rs.11,28,236/- have not been paid by respondent No.1. Despite the same, the respondent proceeded to issue and finalize a fresh tender without first clearing the petitioner's legitimate dues. Learned counsel also

submits that the tender notice was published on 10.01.2026, whereas the tender process was opened only on 21.05.2026, after an unexplained delay of approximately five months. It is argued that the tender document also did not prescribe any specific time limit for completion of the process, rendering the entire process arbitrary and unreasonable. It is, therefore, submitted that the rejection of the petitioner's quotation deserves to be quashed and the respondents ought to be directed to consider the petitioner's representation and his claim for continuation of the catering work.

8. We have heard learned counsel appearing for the petitioner and perused the material available on record.
9. The Apex Court, in the matter of ***Banshidhar Construction Pvt. Ltd. v. Bharat Coking Coal Ltd. & Others***, {Civil Appeal No. 11005 OF 2024, decided on 04.10.2024}, taking note of the decisions rendered in various other celebrated judgments, observed as under:

“21. There cannot be any disagreement to the legal proposition propounded in catena of decisions of this Court relied upon by the learned counsels for the Respondents to the effect that the Court does not sit as a Court of Appeal in the matter of award of contracts and it merely reviews the manner in which the decision was made; and that the Government and its instrumentalities must have a freedom of entering into the contracts. However, it is equally well settled that the decision of the government/ its instrumentalities must be free from arbitrariness and must not be affected by any bias or actuated by malafides. Government bodies being public authorities are expected to uphold fairness, equality and public interest even while dealing with contractual matters. Right to equality under

Article 14 abhors arbitrariness. Public authorities have to ensure that no bias, favouritism or arbitrariness are shown during the bidding process and that the entire bidding process is carried out in absolutely transparent manner.

22. At this juncture, we may reiterate the well-established tenets of law pertaining to the scope of judicial intervention in Government Contracts.

*23. In **Sterling Computers Limited vs. M/s. M & N Publications Limited and Others**¹, this Court while dealing with the scope of judicial review of award of contracts held: -*

“18. While exercising the power of judicial review, in respect of contracts entered into on behalf of the State, the Court is concerned primarily as to whether there has been any infirmity in the “decision making process”. In this connection reference may be made to the case of Chief Constable of the North Wales Police v. Evans [(1982) 3 All ER 141] where it was said that: (p. 144a)

“The purpose of judicial review is to ensure that the individual receives fair treatment, and not to ensure that the authority, after according fair treatment, reaches on a matter which it is authorised or enjoined by law to decide for itself a conclusion which is correct in the eyes of the court.”

By way of judicial review the court cannot examine the details of the terms of the contract which have been entered into by the public bodies or the State. Courts have inherent limitations on the scope of any such enquiry. But at the same time as was said by the House of Lords in the aforesaid case, Chief Constable of the North Wales Police v. Evans [(1982) 3 All ER 141] the courts can certainly examine whether “decision-making process” was reasonable, rational, not arbitrary and violative of Article 14 of the Constitution.”

*24. In **Tata Cellular vs. Union of India**², this Court had laid down certain principles for the judicial review of administrative action.*

“94. The principles deducible from the above are:

(1) The modern trend points to judicial restraint in administrative action.

¹ (1993) 1 SCC 445

² (1994) 6 SCC 651

(2) *The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.*

(3) *The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.*

(4) *The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.*

(5) *The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.*

(6) *Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure. Based on these principles we will examine the facts of this case since they commend to us as the correct principles.”*

25. It has also been held in **ABL International Limited and Another vs. Export Credit Guarantee Corporation of India Limited and Others**³, as under: -

“53. From the above, it is clear that when an instrumentality of the State acts contrary to public good and public interest, unfairly, unjustly and unreasonably, in its contractual, constitutional or statutory obligations, it really acts contrary to the constitutional guarantee found in Article 14 of the Constitution.”

3 (2004) 3 SCC 553

26. In **Jagdish Mandal vs. State of Orissa and Others**⁴, this Court after discussing number of judgments laid down two tests to determine the extent of judicial interference in tender matters. They are: -

“22. (i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone; or Whether the process adopted or decision made is so arbitrary and irrational that the court can say: “the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached;”

(ii) Whether public interest is affected. If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.”

27. In **Mihan India Ltd. vs. GMR Airports Ltd. and Others**⁵, while observing that the government contracts granted by the government bodies must uphold fairness, equality and rule of law while dealing with the contractual matters, it was observed in Para 50 as under: -

“50. In view of the above, it is apparent that in government contracts, if granted by the government bodies, it is expected to uphold fairness, equality and rule of law while dealing with contractual matters. Right to equality under Article 14 of the Constitution of India abhors arbitrariness. The transparent bidding process is favoured by the Court to ensure that constitutional requirements are satisfied. It is said that the constitutional guarantee as provided under Article 14 of the Constitution of India demands the State to act in a fair and reasonable manner unless public interest demands otherwise. It is expedient that the degree of compromise of any private legitimate interest must correspond proportionately to the public interest.”

28. It was sought to be submitted by the learned Counsels for the Respondents relying upon the observations made in

4 (2007) 14 SCC 517

5 (2022) SCC OnLine SC 574

Central Coalfields Limited and Another vs. SLL-SML (Joint Venture Consortium) and Others⁶, that whether a term of NIT is essential or not is a decision taken by the employer which should be respected. However, in the said judgment also it is observed that if the employer has exercised the inherent authority to deviate from the essential term, such deviation has to be made applicable to all the bidders and potential bidders. It was observed in Para 47 and 48 as under:-

“47. The result of this discussion is that the issue of the acceptance or rejection of a bid or a bidder should be looked at not only from the point of view of the unsuccessful party but also from the point of view of the employer. As held in *Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489]* the terms of NIT cannot be ignored as being redundant or superfluous. They must be given a meaning and the necessary significance. As pointed out in *Tata Cellular [Tata Cellular v. Union of India, (1994) 6 SCC 651]* there must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision-making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour someone or a decision “that no responsible authority acting reasonably and in accordance with relevant law could have reached” as held in *Jagdish Mandal [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517]* followed in *Michigan Rubber [Michigan Rubber (India) Ltd. v. State of Karnataka, (2012) 8 SCC 216]*.

48. Therefore, whether a term of NIT is essential or not is a decision taken by the employer which should be respected. Even if the term is essential, the employer has the inherent authority to deviate from it provided the deviation is made applicable to all bidders and potential bidders as held in *Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489]*. However, if the term is held by the employer to be ancillary or subsidiary, even that decision should be respected. The lawfulness of that decision can be questioned on very limited grounds, as mentioned in

6 (2016) 8 SCC 622

the various decisions discussed above, but the soundness of the decision cannot be questioned, otherwise this Court would be taking over the function of the tender issuing authority, which it cannot.”

10. The principal challenge of the petitioner is to the rejection of his quotation in the tender process initiated by respondent No.1 for supply of breakfast, lunch and dinner to the trainees of the concerned institution. The petitioner essentially seeks interference on the ground that there was ambiguity with regard to the inclusion or exclusion of GST in the base price of Rs.140/- per person and that, subsequent to rejection of his bid, he had expressed his willingness to supply the food at the earlier rate of Rs.109/- per plate.

19. It is trite that in matters relating to award of Government contracts, the scope of judicial review under Article 226 of the Constitution of India is limited. The Court does not sit as an appellate authority over the decision of the tendering authority nor does it undertake a comparative evaluation of the bids or substitute its own opinion for that of the competent authority. The judicial review is primarily concerned with the legality, fairness and reasonableness of the decision-making process.

20. The Hon'ble Supreme Court in **Banshidhar Construction Pvt. Ltd.** (supra), after considering the earlier decisions in **Sterling Computers Limited** (supra) **Tata Cellular** (supra), **ABL International Limited** (supra), **Jagdish Mandal** (supra) and other judgments, has reiterated that although the Government and

its instrumentalities have freedom of contract, their decision must be free from arbitrariness, bias and mala fides and the bidding process must be fair and transparent. At the same time, judicial interference is warranted only where the decision-making process is shown to be arbitrary, irrational, mala fide or contrary to public interest.

21.The principles laid down by the Hon'ble Supreme Court make it clear that the Court cannot examine the soundness of the decision taken by the tendering authority as if sitting in appeal over such decision. Unless the decision is such that no reasonable authority acting in accordance with law could have taken it, or the process is vitiated by mala fides, favouritism, arbitrariness or violation of the tender conditions, interference under Article 226 is not warranted.

22.In the present case, the petitioner admittedly participated in the tender process and submitted his quotation. The petitioner quoted Rs.140.01 per person against the base price of Rs.140/- and, while submitting the quotation, indicated his own understanding regarding the GST component. Having participated in the tender process on the basis of the tender conditions, the petitioner cannot subsequently seek alteration of his bid or reopening of the tender process on the ground that he had misunderstood the treatment of GST.

23. Even assuming that the petitioner was under some doubt regarding the inclusion or exclusion of GST in the base price, the appropriate course for him was to seek clarification from the tendering authority before submitting his bid. Having participated in the process without seeking such clarification, the petitioner cannot, after rejection of his quotation, seek to alter the terms or conditions of his bid on the basis of a subsequent representation.

24. The subsequent representation dated 02.06.2026, whereby the petitioner expressed his willingness to supply food at the earlier rate of Rs.109/- per plate, also does not confer any enforceable right upon him. Once the tender process had been concluded and the petitioner's quotation had been rejected, such subsequent offer could not confer upon him a vested right to have the tender process reopened or to claim continuation of the earlier contract.

25. The contention of the petitioner that respondent No.1 ought to have afforded him an opportunity to explain the alleged GST misunderstanding also cannot be accepted. The tender process was governed by the terms and conditions notified in advance, and the petitioner voluntarily participated therein. There is no material on record to demonstrate that the petitioner was singled out for discriminatory treatment or that the tendering authority adopted different standards in evaluating the bids of the petitioner and respondent No.2.

26. So far as the petitioner's alleged outstanding dues of Rs.11,28,236/- arising out of the earlier contract are concerned, the said claim stands on an entirely different footing. The alleged non-payment of contractual dues does not, by itself, invalidate the subsequent tender process or create a right in favour of the petitioner to be awarded the fresh contract. If any amount is legally due to the petitioner under the earlier contract, he is at liberty to pursue an appropriate remedy for recovery of the same in accordance with law.

27. Likewise, the fact that the tender notice was published on 10.01.2026 and the tender process was opened on 21.05.2026 does not, in the absence of any further material, establish arbitrariness or mala fides. The petitioner has not demonstrated that the alleged delay was intended to favour respondent No.2 or that it caused any prejudice to him in the tender process. Similarly, the absence of a specific time limit in the tender document, by itself, cannot be treated as sufficient ground for invalidating the entire tender process.

28. The petitioner has also relied upon his past experience as the earlier contractor and the extension of the previous tender. However, previous engagement as a contractor does not confer upon the petitioner any vested or indefeasible right to continue with the contract or to have the fresh tender awarded in his favour. Once a fresh tender is invited, all eligible bidders are required to be considered in accordance with the terms of that tender.

29.The grievance regarding non-consideration of the representation dated 02.06.2026 also does not warrant interference with the concluded tender process. A representation submitted after rejection of the bid cannot, in the absence of any statutory or contractual right, compel the tendering authority to reopen the bidding process or accept a fresh offer from an unsuccessful bidder.

30.We have also considered the contention that the impugned action violates the petitioner's fundamental and constitutional rights. Mere reference to Article 14 of the Constitution does not, in itself, make a contractual dispute amenable to interference under Article 226 of the Constitution of India. The petitioner must demonstrate actual arbitrariness, discrimination, mala fide exercise of power or violation of the prescribed procedure. No such infirmity has been established in the present case.

31.On an overall consideration of the matter, we find that the petitioner has failed to establish that the decision-making process adopted by respondent No.1 was arbitrary, irrational, mala fide, discriminatory or contrary to the terms and conditions of the tender. There is also no material to suggest that the tender process was designed to favour respondent No.2 or that the petitioner was subjected to any unequal treatment.

32.In view of the aforesaid discussion and the principles laid down by the Hon'ble Supreme Court governing judicial review in tender

and contractual matters, we are of the considered opinion that no case for interference under Article 226 of the Constitution of India is made out. The petitioner cannot seek reconsideration of his rejected bid merely on the basis of his subsequent willingness to accept a different rate or his alleged misunderstanding regarding GST.

33. Consequently, the writ petition, being devoid of merit, is hereby **dismissed**. The dismissal of the writ petition shall, however, not preclude the petitioner from pursuing his independent claim towards the alleged outstanding contractual dues, if any, before the competent authority/forum in accordance with law. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice