
(2025) 11 DEL CK 1921

In the Delhi High Court

Case No : Writ Petition (C) No. 9069 Of 2025, Civil Miscellaneous Application No. 38598 Of 2025

M/s Theme Engineering Services Pvt. Ltd

APPELLANT

Vs

National Highways Authority Of India

RESPONDENT

Date of Decision : 14-11-2025

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2025) 11 DEL CK 1921

Hon'ble Judges : Sachin Datta, J

Bench : Single Bench

Advocate : Arvind Nayar, Nandadevi Deka, Rohan Chandra, Shashwat Pratyush, Shubhra Sharma, Ankur Mittal, Abhay Gupta, Rakshit Ranjan

Final Decision : Dismissed

Judgement

Sachin Datta, J

FACTUAL MATRIX

1. The present petition has been filed by the petitioner assailing an order dated 11.06.2025 arising out of a Show Cause Notice (SCN) dated 11.09.2024 passed by the respondent, whereby, the petitioner has been debarred and prohibited from participating in future bids for a period of 1 year. The said order also imposed a penalty of Rs. 20 Lakhs upon the petitioner on account of gross negligence in services.

2. The petitioner in the present petition is a consultancy firm engaged in providing independent engineering and supervision services pertaining to infrastructure development viz. highways, bridges, flyovers, rural roadways, railways infra, industrial facilities, public utilities etc.

3. Vide a consultancy agreement dated 31.12.2020, the petitioner was awarded the work of "Consultancy Services as Independent Engineer during Operation &

Maintenance for four laning of Goa- Karnataka Border to Kundapur Section of NH-66 (formerly NH-17) Km 93.700 to Km. 283.300 in the State of Karnataka on Design Build Operate Transfer basis under NHDP-IV" (hereinafter referred as "the highway project") by the respondent. It is submitted that the petitioner accordingly took over the consultancy related charge of the maintenance phase, commencing its services from 27.03.2021.

4. As per clause 6.4 of the Terms of Reference (ToR), the petitioner was required to carry out surveys of bridges which were part of the area covered under the highway project using a Mobile Bridge Inspection Unit (MBIU), atleast twice annually. Additionally, visual inspections were to be conducted daily, weekly and monthly with the results reflected in the monthly reports.

5. Unfortunately, on 07.08.2024, Old Kali bridge (at Km. 102+500 LHS, Karwar, Uttar Kannada) connecting Goa to Karwar in the State of Karnataka, which formed part of the area covered under the highway project, collapsed. Consequently, an expert committee was appointed by the respondent to inspect the site. An incident report dated 10.08.2024 was also submitted by the petitioner.

6. While the inquiry of expert committee was underway, on 08.08.2024, a SCN was issued by the respondent. Subsequently, a suspension notice dated 19.08.2024 was issued by the respondent, whereby, the petitioner was suspended from participating in ongoing/future bids for one month or till the conclusion of investigation by the expert committee, whichever is later.

7. Against the said suspension notice, the petitioner filed WP(C) 11968/2024 before this Court. While the proceeding/s in the aforementioned petition was pending, the Expert Committee concluded its investigation and published a report dated 08.09.2024, wherein it was inter-alia observed as under:

"5.1.3 Maintenance issue at the time of taking over of the existing Kali Bridge by NHAH from PWD(NH) Division of Karnataka

Vide letter no. AECOM/HWH/2016-17/GOA/1724 dated 20/09/2016 (Copy at Annexure-III), it is mentioned that replacement of central hinges were not done as it required closure of the bridge for 8 months to complete replacement of all the hinges.

It is further mentioned vide para 7 of the said letter as "Replacement of Hinge bearings can be taken up in future when new parallel bridge is constructed for diverting the traffic on old bridge to the new bridge as it may require approx one year to replace the central hinges under 100% traffic closure"

5.1.4 Role & Responsibility of IE- As per TOR of Operation & Maintenance contract agreement (clause 6.4), the Independent Engineer was to carry out condition survey of bridge using MBIU to capture the details of bridge at least twice in a year, as per inspection proforma provided in IRC SP 35. Also they were required to do visual inspections of the bridge on daily, weekly and monthly basis

and the same should be reflected in monthly report (copy of relevant TOR is at Annexure-IV). However, as per available record M/s Theme Engineering (IE) during O & M issued only three inspection report dated 13.09.2023, 23.01.2024 & 30.07.2024 (copy of inspection reports at Annexure-V) in one year duration to the Concessionaire. Moreover these reports don't reflect the specific repair & rehabilitation issues of this bridge.

5.1.5 The test report of prestressing cable wires- The samples of prestressing wires were taken from different collapsed portion and sent for testing. It can be seen from the report that all the sample show reduced values of Ultimate tensile Force of the prestressing cables to the extent of reduction varying from 16% to 52%. This can be attributed to reduction in area of the wires partly due to corrosion in wires and partly due to elongation and necking prior to reaching ultimate failure load.

5.1.6 Record of drooping / sagging of central hinge joints- The Concessionaire has submitted the profile of the old Kali bridge giving formation levels immediately after completion of new bridge in 2020 and also the levels of un-collapsed portion after the collapse. The original GAD of this bridge also contains the levels during construction of the bridge in 1984. These values are placed in the tabular form (enclosed at Annexure- VI) and it can be seen that there was continuous drooping of the tip of the cantilever from 1984 to 2020 and also from 2020 till collapse.

6.0 PROBABLE CAUSES OF FAILURE AND CONCLUSION

6.1 Progressive loss/failure of pre-stress was apparent sign of distress in the form of drooping of cantilever tip at central hinges. This caused formation of valleys (sagging) in each of four 122m spans. Based on the analysis & findings of the site inspection and available records the committee is of the opinion that the collapse took place due to excessive drooping / sagging of central Hinge of span P1 -P2 / P2-P3 caused by malfunctioning / damages of central Hinges as well as losses in pre-stressing cable wires and corrosion. This could have been avoided, had the site key personnel of concessionaire and Independent Engineer been more vigilant. Timely reporting could have allowed for strengthening and rehabilitation preventing failure and total loss of asset. This inference is based on the fact that as recommended vide letter dated 20.09.2016 (Annexure-III) the Hinges were also required to be replaced but could not be done as it required closing of the bridge for about 8 months. Instead packing with Graphite Plates were done to stop hammering at the hinge locations during passage of vehicles as per suggestions of experts of JICA who otherwise certified bridge to be safe. Also JICA advised that hinges can be replaced later on when new bridge is in place i.e. 100% traffic closure on existing bridge.

6.2 The committee finds that the old existing bridge could have been closed for 100% traffic as the new bridge got completed and opened to traffic in 2020 for detail repair & rehabilitation of this bridge i/c replacement of central hinge

bearings. It means this bridge could have been repaired & rehabilitated well in advance during 2020 as per IRC:SP:35 "Guidelines for Inspection & Maintenance of bridges", IRC:SP:40 "Guidelines of repair & Strengthening and Rehabilitation of concrete bridges" and MoRTH specifications for Roads and Bridge works (fifth revision)". This was the responsibility of the concessionaire to get the repair & rehabilitation work done as per the scope of the work defined under Schedule-B of contract applicable for concession period Also the Independent Engineer did not respond on this issue and bring to the notice of client, so that an appropriate action could have been initiated for repair & rehabilitation work on the existing bridge during 2020 by diverting the entire traffic on newly constructed bridge. This shows slackness in taking timely action for repair & rehabilitation of the said bridge.

6.3 Bridge inspection reports mention dust in expansion joints needing cleaning. It also mentions need for repair of concrete (with photographic evidence) on either side of finger type expansion joints at hinge locations, but fails to highlight that the expansion joint (fingers) are fully closed and effectively the joint has failed due to crushing of concrete due to excessive deflection (drooping) of the cantilever arms. Concessionaire has merely repaired the surface concrete without addressing root cause."

8. Subsequently, on 10.09.2024 learned counsel representing the NHAI in W.P(C) 11968/2024 agreed to withdraw the suspension notice and take further action, if any, in accordance with the report published by the expert committee. The relevant portion of the said order reads as under:

"4. During the pendency of the present proceedings, the investigation by the Expert Committee has been completed and a report to that effect dated 08th September, 2024 has been prepared. A copy thereof has been e-filed and has also been provided to Petitioner.

5. In view of the above, Mr. Ankur Mittal, Standing Counsel for NHAI, states that NHAI shall withdraw the suspension order with effect from 11th September, 2024 and now a fresh show cause notice shall be issued to the Petitioner for taking appropriate action against them in light of the abovenoted report of the Expert Committee. The statement of Mr. Mittal is taken on record shall bind NHAI.

6. Since the suspension order is being withdrawn, no further directions are necessary to be issued and accordingly, the present petition is disposed of. In the event NHAI issued a fresh show cause notice, Petitioner shall have liberty to respond to the same which shall be considered and dealt with by NHAI, in accordance with law. In case of any adverse decision, Petitioner shall be at liberty to assail the same in accordance with law."

9. Consequently, on 11.09.2024, the aforementioned suspension notice was withdrawn and a fresh SCN relying upon the expert committee report was issued by the respondent to the petitioner. The said SCN reads as under:-

"Without Prejudice

NHAI/Phase-III/Kun-Goa_KNT/2024/257746

Date: 11.09.2024

To

Authorized Signatory,

M/s Theme Engineering Services Pvt. Ltd.

B-24, Gokul Vatika, Jawahar Circle,

Jaipur-302018

Sub: 4-Laning of Goa-Karnataka Border to Kundapur (Km. 93.70 Km. 283.30) section of NH-66 in Karnataka on BOT (Toll): Collapse of old Kali Bridge on 07.08.2024-Show Cause Notice.

Ref.: (i) Inspection Report of Bridge Expert Committee dt. 08.09.2024 (Copy enclosed)

(ii) NHAI letter no. 257746 dt. 19.08.2024

(iii) Interim Reply of IE dated 21.08.2024

(iv) Policy Circular No. RW/NH-33044/76/2021-S&R(P&B) dt. 07.10.2021 of MoRT&H

(v) Policy Circular No. 16.12/2022 dt. 18.01.2022

This notice is issued to address the serious lapses in fulfilling your responsibilities as the Independent Engineer (IE) for the old Kali Bridge under the Operation & Maintenance (O&M) Consultancy Agreement. The Expert Committee constituted by NHAI on 10.08.2024 has conducted an investigation into the recent collapse and identified your several critical lapses in ensuring the upkeep and safety of the bridge, which are summarized below.

(a) Inadequate Bridge Inspections:

As per Clause 6.4 of the Terms of Reference (TOR) of the Contract Agreement, you were required to carry out condition surveys of Old Kali Bridge using a Mobile Bridge Inspection Unit (MBIU) atleast twice annually, as per the inspection proforma provided in IRC:SP:35. Additionally, visual inspections were to be conducted daily, weekly, and monthly with the results reflected in monthly reports. However, records show that only three inspection reports were issued over one-year period (dated 13.09.2023, 23.01.2024 & 30.07.2024). These reports failed to highlight specific Repair & Rehabilitation and Maintenance concerns, which contributed to the deterioration of the bridge and the eventual collapse.

(b) Failure to Identify Critical Issues:

The bridge inspection reports submitted by you mentioned dust accumulation in expansion joints and the need for concrete repair around the finger-type expansion joints at hinge locations. However, these reports did not adequately address the root cause of the problem-the closing of the expansion joint fingers due to excessive deflection (drooping) of the cantilever arms. Merely repairing the surface concrete without addressing the underlying issues was insufficient and directly contributed to the worsening condition of the bridge.

(c) Neglect of Pre-Stressing Cable Wire Issues:

The deterioration of the pre-stressing cable wires was identified as a major cause of the bridge collapse. Testing of the cable wires revealed significant reductions in ultimate tensile strength, ranging from 16% to 52%, due to corrosion and elongation. Your inspection reports did not detect or address this critical issue, demonstrating a failure in fulfilling your duties as the Independent Engineer.

(d) Lack of Action Regarding Central Hinge Issues:

It was highlighted as early as 2016 vide letter of IE during construction dated 20.09.2016 that the central hinges of the Old Kali Bridge needed replacement. The hinges were not replaced due to the potential need for bridge closure for 8 months. However, after the new parallel bridge was completed and opened to traffic in 2020, the old bridge could have been closed for repairs, including hinge replacement. Your reports failed to emphasize the urgency of this matter, and no recommendations were made to the Concessionaire or Authority to initiate these crucial repairs.

(e) Causes of Failure:

The Expert Committee has determined that the collapse of the bridge resulted from a combination of central hinge malfunction and loss of pre-stress in the cable wires. These issues, which were evident for several years, could have been detected and rectified through timely and thorough inspections. Your failure to conduct proper inspections and report the critical maintenance requirements contributed to the eventual collapse.

The Inspection Report of Expert Committee elaborately discusses the reasons for collapse of the aforesaid Kali Bridge, pointing out the shortcomings and failure on the part of Concessionaire. The same be read as part and parcel of the present Show Cause Notice.

2. As an Independent Engineer, you were entrusted with the responsibility of ensuring the bridge's safety and structural integrity through regular inspections and accurate reporting in terms of Cl.6.3 & 6.4 of TOR. Your neglect in carrying out these duties as per the Consultancy Agreement as highlighted in the Inspection Report of the Expert Committee, IRC:SP:35 "Guidelines for Inspection & Maintenance of Bridges," and other relevant standards has resulted in severe

consequences, including the loss of a critical public asset. You have failed to comply with the reporting requirements under the Consultancy Agreement and have failed to furnish the daily/ weekly/ monthly reports as per the requirement of the terms of reference.

3. Accordingly, the IE was issued a Notice of Suspension at Ref. (i), seeking its revocation, the IE vide its letter at Ref. (iii) has admitted sagging in the bridge, but has stated the deflection to be within permissible limits. Moreover, the IE has failed to report the said sagging/drooping of the bridge in any of the reports submitted by it. Whereas, the Inspection Report of the Expert Committee in Para 5.1 clearly states that the drooping/sagging (deflection below desired levels) at hinge locations noticed. Therefore, the Independent Engineer has not only faltered in its obligations under the Consultancy Agreement, but has also made incorrect statements after the collapse of the bridge to evade its responsibility.

4. It is to be noted from the Inspection Report that that the erstwhile IE in its letter dated 20.09.2016 had pointed out need of replacement of the hinges for safety purpose, however, the Independent Engineer failed to take up any follow up action in this regard. Moreover, there is nothing in the reports submitted by the IE that reflect any safety/structural issue in the aforesaid bridge.

5. Therefore, under above said premises, you are hereby called upon to Show Cause within 15 days of this notice as to why action for Debarment of 01 year + penalty (Rs 20 Lakhs) be initiated against you for the gross negligence in services as per Consultancy Agreement in view of Policy Circular No. RW/NH-33044/76/2021-S&R(P&B) dt. 07.10.2021 of MoRT&H & Policy Circular No. 16.12/2022 dt.18.01.2022 of NHA. Failure to respond within the stipulated time frame will be construed as an admission of failure, and further actions will be taken accordingly, without any further notice.

This notice is being issued without prejudice to the Authority's other rights/ remedies available under the Consultancy Agreement and the Applicable Laws.

This is issued with the approval of the Competent Authority of NHA.

Yours faithfully,

Sd/-

(C. K. Sinha)

CGM (T)-Karnataka”

10. The petitioner vide a letter dated 07.11.2024 replied to the SCN dated 11.09.2024. On 21.03.2025, the petitioner was granted an opportunity of personal hearing. Pursuant thereto, vide a letter dated 07.04.2025, the petitioner also filed additional submissions for the perusal of the respondent.

11. Thereafter, vide the impugned order dated 11.06.2025, the petitioner was debarred for a period of 1 year along with a fine/penalty of Rs.20 Lakhs by the

respondent on account of (i) inadequate bridge inspections and failure to identify critical structural issues (ii) negligence in addressing pre-stressing cable wires deficiencies (iii) inaction regarding central hinges replacement and (iv) contributory negligence to the collapse of Old Kali Bridge. The impugned order reads as under:

NHAI/Phase-III/Kun-Goa_KNT/2024/257746

Date: 11.06.2025

WITHOUT PREJUDICE

To

The Authorized Signatory

M/s Theme Engineering Services Pvt. Ltd.

B-24, Gokul Vatika, Jawahar Circle Jaipur-302018, Rajasthan

Email: bd@themeengineering.com

Sub: Notice of Debarment - Independent Engineer Services during O&M for 4-Laning of Goa- Karnataka Border to Kundapur (Km. 93.70 to Km. 283.30) Section of NH-66 in Karnataka on BOT (Toll) Mode.

Ref.:

(i) Concession Agreement dt. 25.03.2013 for 4-Laning of Goa-Karnataka Border to Kundapur (Km. 93.70Km. 283.30) section of NH-66 in Karnataka on BOT (Toll)

(ii) Contract for Independent Engineer Services dt. 31.12.2020 ("Consultancy Contract")

(iii) NHAI letter no. NHAI/Phase-III/Kun-Goa_KNT/2024/257746 dt. 19.08.2024 ("Suspension Notice")

(iv) IE letter no. Theme/IE-O&M/ Goa-Knk Bodr- Kundapur/2024/4087 dt. 21.08.2024

(v) Expert Committee Report dated 08.08.2024

(vi) NHAI letter no. NHAI/Phase-III/Kun-Goa_KNT/2024/257746 dt. 11.09.2024 ("Show Cause Notice")

(vii) IE letter no. Theme/IE-O&M/ Goa-Knk Bodr- Kundapur/2024/5911 dt. 07.11.2024 ("Reply to Show Cause Notice")

(viii) IE letter no. Theme/IE-O&M/ Goa-Knk Bodr Kundapur/2025/0129 dt. 07.04.2025

Sir

This is in reference to the Contract for Consultancy Services dt. 31.12.2020

("Consultancy Contract") cited under Ref.-(ii), between NHA and M/s Theme Engineering Services Pvt. Ltd. ("Independent Engineer") for Independent Engineer Services during O&M for 4-Laning of Goa-Karnataka Border to Kundapur (Km. 93.70-Km. 283.30) section of NH-66 in Karnataka on BOT (Toll) ["Project"].

Kindly refer to the Show Cause Notice issued vide this office letter no. 257746 dt. 11.09.2024 requiring the Consultant to Show Cause why action for Debarment of 01 year + penalty (Rs 20 Lakhs) be not initiated against them. The Consultant has replied to the Show Cause Notice. The Consultant was offered an additional opportunity of Personal Hearing on 21.03.2025.

Upon careful evaluation of the Consultant's response, including submissions during the personal hearing, the following findings and conclusions have been drawn:

1. Inadequate Bridge Inspections and Failure to Identify Critical Structural Issues:

1.1 As per Clause 6.4 of the Terms of Reference (TOR) of the Contract Agreement, you were required to carry out condition surveys of Old Kali Bridge using a Mobile Bridge Inspection Unit (MBIU) atleast twice annually, as per the Inspection proforma provided in IRC:SP:35. Additionally, visual inspections were to be conducted daily, weekly, and monthly with the results reflected in monthly reports. However, records show that only three inspection reports were issued over one-year period (dated 13.09.2023, 23.01.2024 & 30.07.2024).

1.2 The Consultant in its response dt. 07.11.2024 has stated that its Team Leader and Team Inspected the bridges including old Kaali Bridge using MBIU but no distress was observed as notified by Team Leader. This assertion of Consultant is contrary to the submissions of report submitted by the Concessionaire which clearly documented that drooping was visible on the bridge structure prior to the collapse, which indicates presence of long-standing structural issue.

1.3 The Consultant in its replies has submitted that its team for O&M was operating on this 182 km Project Highway with their minimum professional staff. The Consultant was aware of the Project specifications at the time of bidding and did not raise this concern thereof. Even after mobilization and assessing the project requirements, the Consultant did not suggest for strengthening of the team. Infact, to grab the Contract, the Consultant quoted abnormally low rates of certain key professionals viz. Team Leader cum Highway Engineer Rs 10,000/- per month, bridge/structural Engineer Rs 10,000/- per month, Road Safety Expert Rs 10,000/- per month, etc. Therefore, the Consultant in its replies has merely evaded from their responsibilities.

1.4 The bridge inspection reports submitted by Consultant mentioned dust accumulation in expansion joints and the need for concrete repair around the finger-type expansion joints at hinge locations. However, these reports did not adequately address the root cause of the problem - the closing of the expansion joint fingers due to excessive deflection (drooping) of the cantilever arms. The

Consultant in its reply has attempted to pass on the blame to previous IE but failed to show what steps were taken by them to keep the old Kaali Bridge in upkeep condition. The Consultant in its letter dt. 07.10.2024 while requesting for postponement of Personal Hearing informed that their team is engaged in detailed study for assessment of stability of all the structures. This exercise of Consultant is an afterthought to collapse of old Kaali Bridge and the Consultant could have carried out such exercises before the incident of bridge collapse.

2. Negligence in Addressing Pre-Stressing Cable Wire Deficiencies:

2.1 The deterioration of the pre-stressing cable wires and improper grouting was identified as a major cause of the bridge collapse. Testing of the cable wires revealed significant reductions in ultimate tensile strength, ranging from 16% to 52%, due to corrosion and elongation. Inspection reports of Consultant did not detect or address this critical issue, demonstrating a failure in fulfilling the duties as the Independent Engineer.

2.2 The Consultant in its reply dt. 07.11.2024 stated that they have also obtained opinion of experts from MNIT Jaipur which has suggested that one of the reasons triggering the collapse is loss of pre-stressing of cables. The Consultant in its reply dt. 07.04.2025 submitted the various activities carried out by them related to old Kaali Bridge wherein they have mentioned that NDT tests were carried out on old Kaali Bridge which suggested that the bridge was not in sound condition. However, no remedial action was proposed/suggested by the Consultant. The Consultant also brought out the remedial actions taken by them which are only after the old Kaali Bridge collapsed and is silent about their actions/suggestions prior to collapse.

3. Inaction Regarding Central Hinge Replacement:

3.1 It was highlighted as early as 2016 vide letter of IE during construction dated 20.09.2016 that the central hinges of the Old Kali Bridge needed replacement. The hinges were not replaced due to the potential need for bridge closure for 8 months. However, after the new parallel bridge was completed and opened to traffic in 2020, the old bridge could have been closed for repairs, including hinge replacement. Your reports failed to emphasize the urgency of this matter, and no recommendations were made to the Concessionaire or Authority to initiate these crucial repairs.

3.2 The Consultant stated in their reply that no communication was made to them regarding critical pending activities including the replacement of hinges for old Kaali Bridge. This assertion of Consultant shows their lackadaisical approach to take over the project from the previous IE without examining the relevant records or study of the critical issues pending in the project.

4. Contributory Negligence to the Collapse of the Old Kali Bridge

4.1 The Expert Committee has determined that the collapse of the bridge resulted from a combination of central hinge malfunction and loss of pre-stress in

the cable wires. These issues, which were evident for several years, could have been detected and rectified through timely and thorough inspections. Consultant's failure to conduct proper inspections and report the critical maintenance requirements contributed to the eventual collapse.

4.2 The Consultant has relied upon findings of Experts from MNIT Jaipur consulted by them which suggests that following were the causes which might have triggered the collapse of old Kaali Bridge: (a) Loss of pre-stressing capacity of the cables and (b) Tilting of the well cap. The report submitted by Consultant lacks specificity about maintenance records, recent inspections & remedial measures taken prior to the collapse. The report merely focuses on imminent causes of failure without taking cognizance of history of inspections.

5. The Consultant is expected to fully adhere to all provisions of the TOR of the Consultancy Agreement and shall be entirely responsible for overseeing the maintenance and operation of the facility to ensure compliance with the Standards, Codes, Concession Agreement. Further, the Consultant must deliver the Services and fulfil its obligations, as set out in the Consultancy Contract, in accordance with accepted professional standards and practices to ensure road user safety. The failure of the Consultant to fully comply with the norms as per the role of Independent Engineer defined in the Concession Agreement, has materially compromised the safety of road users.

6. We have examined the response of the Consultant to the Show Cause Notice and also having given due consideration to the Consultant's representation during the personal hearing. We are not convinced and/or satisfied with the explanations provided by the Consultant for several reasons as stated hereinbefore. Following are the conclusions:

a. As stated above, the explanations provided by the Consultant in response to the Show -Cause Notice and during the Personal Hearing are found to be baseless, untenable, and inadequate.

b. The Consultant's work has been fundamentally flawed lacking integrity, commitment and sincerity towards the work undertaken. This has resulted in collapse of old Kaali Bridge compromising the safety of road users.

c. The Consultant has repeatedly attempted to shirk their responsibilities putting road users at risk.

d. The Consultant has violated various technical standards including the terms of the Consultancy Contract and Concession Agreement. The Consultant has violated Clause 3.2 of TOR by not discharging its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice. The Consultant has violated the terms of Clause 6 of the TOR by not fully complying with all the provisions of the TOR and not identifying the critical issues in the bridge in accordance with the standards and Agreement.

e. As the Consultant states that during inspection, no distress was observed in the bridge by its Team Leader, whereas drooping was visible on the bridge structure prior to the collapse.

f. Due to the Consultant's acts of dereliction, the Authority has suffered considerable damage to its reputation.

7. The Consultant's acts of omission and commission warrant exemplary action. If not addressed with the necessary seriousness, the Consultant's dereliction could lead to repeated instances of such conduct, not only by the Consultant but also by others interacting with NHAI, thereby fostering an environment conducive to improper practices and a waste of public funds.

8. The transgressions of the Consultant and its complete disregard of its duties are very serious. Therefore, it has been decided to debar the Consultant for a period of 01 year and prohibit it from participating in future bids for a period of 01 year, effective from the date of this letter. It is also decided to impose a penalty of Rs 20 Lakhs for the gross negligence in services as per Consultancy Contract.

9. This Debarment Letter is being issued without prejudice to Authority's right to take other actions including but not limited to claim of damages and/or to realize any dues, losses and damages and/or to exercise any other remedy on account of Consultant's failure to comply with its obligations under this Consultancy Contract, which may be available now or in future under the Consultancy Contract or under the applicable laws or other-wise, as the case may be.

This issues with the approval of the Competent Authority of NHAI.

Yours faithfully,

Sd/-

(Pankaj Asati)

GM (T)-Karnataka"

SUBMISSIONS ON BEHALF OF THE PETITIONER

12. Learned counsel on behalf of the petitioner contended that the personal hearing fixed on 21.03.2025 by the respondent was nothing but an empty formality wherein the petitioner was only directed to submit relevant report/s of the inspections carried out by the petitioner viz. the collapsed bridge. In compliance of the aforesaid, the petitioner on 07.04.2025 submitted the requisite information and also made a request for fixing a time for personal hearing before the competent authority. However, instead, without affording an effective personal hearing to the petitioner, respondent passed the impugned order. It is further contended that the impugned order also failed to deal with the additional submissions dated 07.04.2025 and reply dated 07.11.2024 to the SCN dated 11.09.2024 filed by the petitioner.

13. It is further submitted that even though the impugned order debars the petitioner from participating in future bids, respondent in breach of (i) its own debarment order (paragraph 8) (ii) MoRTH Circular dated 07.10.2021 (paragraph 9) (iii) in contravention of decision rendered by a coordinate Bench of this Court in *Redecon India Pvt. Ltd. v. NHIDCL*, 2023/DHC/000140, declared the petitioner as 'non-responsive' in the revised technical evaluation of an ongoing bid (Sinnar-Shirdi Section) on 12.06.2025 on the basis of the impugned action.

14. It is further submitted that the petitioner in terms of clause 6.4 of the ToR, had submitted MBIU reports dated 23.12.2021, 31.05.2022, 18.11.2022 and 19.07.2023 informing the respondent that the Non-Destructive Testing (NDT test) values for girders and abutment on the Old Kali Bridge failed. Further, it is stated that the team leader of petitioner vide letters dated 22.06.2023, 13.09.2023, 23.01.2024 notified the poor condition of the said bridge to respondent and the Concessionaire. Furthermore, the petitioner is stated to have also submitted the structure/bridge inspection report dated 30.07.2024 wherein the petitioner again pointed out structural deficiencies in the aforementioned bridge.

15. It is also pointed out that a report dated 05.06.2024, released by another independent consultant (M/s RITES), appointed by the respondent to conduct safety audit of the highway project declared the project including the Old Kali Bridge to be safe and reliable. It is further submitted that three premier agencies i.e., the Expert Committee of respondent, Malviya National Institute Technology, Jaipur and M/s Assystems India Ltd. separately conducted a thorough examination of the collapsed bridge and came to a common conclusion that the collapse was caused due to fundamental construction defect rather than any deficiency in maintenance.

16. It is submitted that had it been a collapse due to failure of maintenance, the same could have been rectified through maintenance and the Expert Committee in terms of suggestive measure 7.1 would not have instead suggested for dismantling and demolishing the entire Old Kali bridge. The aforesaid is further indicative of the fact that the collapse was caused due to construction failure which has no relation with failure of maintenance.

17. It is further submitted that the contractual role of the petitioner as a maintenance consultant was limited in terms of clause 6.2 and 6.4 of the TOR, primarily to visual inspections and routine NDT.

18. It is further contended that the internal corrosion of prestressing cables due to missing/non-uniform grout during construction is the root cause for collapse and is a major lapse which occurred during the course of construction. It is stated that the said lapse is undetectable visually or through routine MBIU/NDT and detecting the same requires invasive, destructive testing which is beyond the scope of the petitioner as a maintenance consultant. Furthermore, the aforesaid can be corroborated from the report of Expert Committee as well as the

concessionaire's report which explicitly states that "Extent of grouting and corrosion is not possible to be evaluated on the basis of visual inspection".

19. It is also contended that despite the expert committee report concluding that in 2020 the Concessionaire and erstwhile consultants should have closed down the bridge to replace the central hinges, the impugned order saddles the petitioner with liability.

20. Additionally, learned counsel on behalf of the petitioner filed an application bearing no. 41880/2025 seeking to bring on record additional/supplementary report dated 11.07.2025, in terms of which it is averred that the final conclusion for collapse, arrived at in the supplementary report is "due to the breaking of pre-stressing cables due to corrosion' alone as against the other probable causes underlined in the Expert Committee report dated 08.09.2024. By placing reliance on the aforesaid findings, it is contended that the final cause for collapse of bridge, as stated in the supplementary report is a hidden internal defect and was not visible to the petitioner during monthly inspections and thus beyond the scope of inspection to be undertaken by the petitioner.

SUBMISSIONS ON BEHALF OF THE RESPONDENT

21. Learned counsel on behalf of the respondent submitted that the impugned action was taken by the respondent after issuance of SCN dated 11.09.2024, and after affording the petitioner an opportunity of personal hearing on 21.03.2025, and considering the defence-set up by the petitioner.

22. It is submitted that the report submitted by the Expert Committee on 08.09.2024 categorically establishes the default and liability of the petitioner (paragraphs 5.1.3 to 6.3). It is also stated that the report highlights the gross failure on part of the Independent Engineer in raising and notifying the issues that led to the collapse of the bridge and also notes that the incident could have been averted if the Independent Engineer had been more vigilant.

23. It is further submitted that in terms of the existing policy of the respondent, any entity blacklisted after submission of the bid but before the grant of Letter of Award and execution of contract shall be treated as unresponsive for the concerned tender. For substantiating the aforementioned submission reliance is placed on paragraph 16 of OM No. F-1/20/2018-PPD dated 02.11.2021 issued by the Department of Expenditure, Ministry of Finance, Government of India which stipulates that no contract will be placed upon an entity which stands debarred as on date of the contract or opening of the tender. It is further pointed out that after issuance of the aforementioned guidelines, paragraph 9 of the MoRTH circular dated 07.10.2021 (relied upon by the petitioner) has been amended by paragraph 10.1 and 10.2 of the NHAI Policy Circular No.16.12/2022 dated 18.01.2022 and paragraph 4 of the NHAI Policy Circular no. 16.16/2022 dated 11.11.2022.

24. It is further contended that the reliance placed by the learned counsel of the

petitioner on Redecon India Pvt Ltd. (supra) is misplaced inasmuch as the said judgment solely takes into consideration the policy circular dated 07.10.2021 and does not take into account the amended position as per the aforementioned circulars dated 02.11.2021, 18.01.2022 and 11.11.2022. Therefore, the facts of the present case stand distinguished and the decision rendered in Redecon India Pvt Ltd. (supra) is not applicable to the present petition.

ANALYSIS & CONCLUSION

25. I have considered the rival contentions of respective counsel for the parties.

26. The law as regards the necessity to adhere to procedural due process before resorting to any debarment/blacklisting action, is well settled and has been emphasized by the Supreme Court time and again in a catena of judgments. In *Gorkha Security Services vs. Government (NCT of Delhi)*, (2014) 9 SCC 105, it was held as under: -

"16. It is a common case of the parties that the blacklisting has to be preceded by a show-cause notice. Law in this regard is firmly grounded and does not even demand much amplification. The necessity of compliance with the principles of natural justice by giving the opportunity to the person against whom action of blacklisting is sought to be taken has a valid and solid rationale behind it. With blacklisting, many civil and/or evil consequences follow. It is described as "civil death" of a person who is foisted with the order of blacklisting. Such an order is stigmatic in nature and debars such a person from participating in government tenders which means precluding him from the award of government contracts."

27. The said view has also been reiterated by the Supreme Court in *UMC Technologies Private Limited vs. Food Corporation of India and Anr.*, (2021) 2 SCC 551 as under:-

"13. At the outset, it must be noted that it is the first principle of civilised jurisprudence that a person against whom any action is sought to be taken or whose right or interests are being affected should be given a reasonable opportunity to defend himself. The basic principle of natural justice is that before adjudication starts, the authority concerned should give to the affected party a notice of the case against him so that he can defend himself. Such notice should be adequate and the grounds necessitating action and the penalty/action proposed should be mentioned specifically and unambiguously. An order travelling beyond the bounds of notice is impermissible and without jurisdiction to that extent. This Court in *Nasir Ahmad v. Custodian General, Evacuee Property* [*Nasir Ahmad v. Custodian General, Evacuee Property*, (1980) 3 SCC 1] has held that it is essential for the notice to specify the particular grounds on the basis of which an action is proposed to be taken so as to enable the noticee to answer the case against him. If these conditions are not satisfied, the person cannot be said to have been granted any reasonable opportunity of being heard."

28. Further, in *Diwan Chand Goyal vs. National Capital Region Transport*

Corporation, 2020 SCC OnLine Del 2916, a coordinate Bench of this Court, after taking note of various judgments rendered by the Supreme Court as regards debarment/blacklisting, summarized the general principles which ought to be considered in regards thereto by a court. The relevant portion of the said judgment reads as under:

"45. Upon a reading of the aforesaid judgments cited on behalf of both the parties, the general principles, which emerge, with respect to blacklisting are:

(a) Principles of natural justice have to be complied with before the order of blacklisting is passed;

(b) Natural justice or audi alteram partem does not always require a hearing to be granted. Serving of show cause notice and affording an opportunity to reply to the same, is considered as being adequate opportunity and is sufficient adherence to the principles of natural justice;

(c) Blacklisting constitutes civil death and has extremely grave consequences. Thus, the same is amenable the judicial review if the same is by governmental authorities;

(d) Any order of blacklisting ought to contain proper reasons. The reasons need not be detailed or elaborate. It is sufficient to be brief, pithy and concise;

(e) Reasons should be supplied to the affected party;

(f) Decision taken ought not to be arbitrary or discriminatory.

(g) Blacklisting orders being amenable to judicial review can be judged on the standard of proportionality. Thus, the period of blacklisting as also terms and conditions thereof have to be proportionate to the irregularities or conduct of the bidder."

(emphasis supplied)

29. Evidently, in the present case, the impugned order was preceded by (i) a SCN dated 11.09.2024 (ii) reply to the SCN dated 07.11.2024 (iii) a personal hearing/ meeting dated 21.03.2025 between the petitioner and respondent and (iv) additional submissions by the petitioner vide a letter dated 07.04.2025.

30. As such, it cannot be said that there has been denial of procedural due process or any infraction of the principles of natural justice in the decision-making process, leading upto issuance of the impugned order.

31. As far the merits of the allegation/s against the petitioner, the scope of interference therewith is limited in the context of the peculiar facts and circumstances and especially, considering that the same is premised on an expert appraisal of technical aspects as set out in an expert committee report.

32. In *Silppi Constructions Contractors vs Union of India.*, (2020) 16 SCC 489 the Supreme Court has taken a view that "in contracts involving technical issues the

courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain”.

33. Further, in SA Infrastructure Consultants Pvt. Ltd. vs National Highway Authority of India, 2024: DHC:5095, a coordinate Bench of this Court reiterated the aforesaid view and observed as under: -

“19. This Court, while exercising its jurisdiction under Article 226 of the Constitution of India does not substitute its own conclusion to the one arrived at by the experts and this Court only looks into the fact as to whether the decision making process has been fair or not. Looking into the factors which have been enumerated by the Apex Court which can influence the decision maker, this Court is of the opinion that the decision making process has been fair and transparent. The deficiencies which have been pointed out are serious in nature. The authorities have applied their mind and have, therefore, held that in the facts of this case, the Petitioner has to be debarred for a period of three months.”

34. The decision rendered by a coordinate Bench of this Court in S.A Infrastructure Consultants Pvt. Ltd (supra) has been upheld by a Division Bench of this Court in LPA 676/2024 vide a judgment dated 23.08.2024; it has been observed therein as under:-

“19. At the outset we find it apposite to consider the scope and jurisdiction of a High Court under Article 226 of the Constitution of India, 1950, to exercise powers of judicial review in contractual matters. It would also be relevant to examine this issue in view of the stage at which such judicial review is sought. It is trite that in contractual matters and consequent administrative measures or exercise of powers arising.

20. The aforesaid view was duly followed by the learned single judge in the impugned judgement and in our opinion, rightly so. That apart, as is apparent from the arguments submitted on behalf of the appellant that the same are based on pure disputed questions of facts. It is also trite that while exercising powers of judicial review, a Constitutional Court is not expected to embark upon a journey to decide disputed questions of fact. In fact in contractual matters all that the writ court is to consider is limited only to examining as to whether there is any arbitrariness, unfairness or lack of transparency in the actions taken by the party issuing the contract while enforcing the terms of the contract. In certain cases, violation of principles of natural justice would also propel invocation of powers of judicial review by a Constitutional Court. That, however, would be dependent on a case-to-case basis. Whether the contractor has properly and fully complied with the terms of the contract or its quality or quantity in execution cannot and ought not to be scrutinized by a Constitutional Court under Article 226 of the Constitution of India. In the present case, the appellant sought exactly that which is precluded...”

35. In the present case, a perusal of the impugned order reveals that the

following findings have been rendered therein against the petitioner: -

- i. There was a deficiency in conducting requisite inspections (paragraph 1.1 of the impugned order);
- ii. The drooping of the concerned bridge was visible on the bridge structure prior to the collapse, which indicates presence of long-standing structural issue/s. However, the consultant/ petitioner failed to notice the same and take remedial steps. (paragraph 1.2 of the impugned order);
- iii. There was inadequacy of mobilisation and assessment of project requirements (paragraph 1.3 of the impugned order);
- iv. The bridge inspection reports submitted by the consultant/ petitioner did not address the root cause of the problem i.e., the closing of the expansion joint fingers due to excessive deflection (drooping) of the cantilever arms. (paragraph 1.4 of the impugned order)
- v. There was negligence in addressing pre stressing cable wire deficiencies (paragraph 2.1 of the impugned order)
- vi. The petitioner/ consultant did not take requisite steps even when it was highlighted as early as 2016 vide letter of independent engineer that the central hinges of the Old Kali Bridge needed replacement. (paragraph 3 of the impugned order)
- vii. Importantly, the impugned order notes that the expert committee has determined that the "collapse of the bridge resulted from a combination of central hinge malfunction and loss of pre-stress in the cable wires. These issues, which were evident for several years, could have been detected and rectified through timely and thorough inspections. Consultant's failure to conduct proper inspections and report the critical maintenance requirements contributed to the eventual collapse".

36. It is also noticed that the impugned order also takes note of and deals with the defences put forth by the petitioner and concludes as under: -

"7. The Consultant's acts of omission and commission warrant exemplary action. If not addressed with the necessary seriousness, the consultants' dereliction could lead to repeated instances of such conduct, not only by the consultant but also by others interacting with NHAI, thereby fostering an environment conducive to improper practices and a waste of public funds.

8. The transgressions of the Consultant and its complete disregard of its duties are very serious. Therefore, it has been decided to debar the Consultant for a period of 01 year and prohibit it from participating in future bids for a period of 01 year, effective from the date of this letter. It is also decided to impose a penalty of Rs. 20 Lakhs for the gross negligence in services as per Consultancy Contract."

37. Further, the reliance placed by the petitioner on a Supplementary Report dated 11.07.2025 (taken on record by this Court vide an order dated 17.07.2025 passed in the present proceedings) is wholly misconceived and untenable. The fact that the Supplementary Report attributes "snapping/breaking of pre-stressing cables due to corrosion" as the "main reason" for collapse of the bridge does not detract from the conclusion recorded in the impugned order as well as the Expert Committee report dated 08.09.2024. The said report dated 08.09.2024 clearly observed that had the defects been duly identified, reasonable diligence been exercised and timely action undertaken by the concerned entities, including the petitioner, the accident/incident (collapse of Old Kali Bridge) could have been averted.¹ The Supplementary report merely supplements the Expert Committee report dated 08.09.2024 and neither alters nor supersedes the findings recorded in the latter.

38. The impugned order rightly takes notes of the gravity of the accident/incident involving collapse of the Old Kari Bridge, and the necessity to take appropriate action [Relevant portion of the Expert Committee Report dated 08.09.2024 reads as under: "5.1.4 Role & Responsibility of IE- As per TOR of Operation & Maintenance contract agreement (clause 6.4), the Independent Engineer was to carry out condition survey of bridge using MBIU to capture the details of bridge at least twice in a year, as per inspection proforma provided in IRC SP 35. Also they were required to do visual inspections of the bridge on daily, weekly and monthly basis and the same should be reflected in monthly report (copy of relevant TOR is at Annexure-IV). However, as per available record M/s Theme Engineering (IE) during O & M issued only three inspection report dated 13.09.2023, 23.01.2024 & 30.07.2024 (copy of inspection reports at Annexure-V) in one year duration to the Concessionaire. Moreover these reports don't reflect the specific repair & rehabilitation issues of this bridge. 6.1 Progressive loss/failure of pre-stress was apparent sign of distress in the form of drooping of cantilever tip at central hinges. This caused formation of valleys (sagging) in each of four 122m spans. Based on the analysis & findings of the site inspection and available records the committee is of the opinion that the collapse took place due to excessive drooping / sagging of central Hinge of span P1-P2 / P2-P3 caused by malfunctioning / damages of central Hinges as well as losses in pre-stressing cable wires and corrosion. This could have been avoided, had the site key personnel of concessionaire and Independent Engineer been more vigilant. Timely reporting could have allowed for strengthening and rehabilitation preventing failure and total loss of asset. This inference is based on the fact that as recommended vide letter dated 20.09.2016 (Annexure-III) the Hinges were also required to be replaced but could not be done as it required closing of the bridge for about 8 months. Instead packing with Graphite Plates were done to stop hammering at the hinge locations during passage of vehicles as per suggestions of experts of JICA who otherwise certified bridge to be safe. Also JICA advised that hinges can be replaced later on when new bridge is in place i.e. 100% traffic closure on existing bridge."]. It can hardly be disputed

that maintenance of the structural integrity/ safety of bridges/ public highways is of paramount concern and any laxity or omission on the part of any agency engaged for such a sensitive exercise, cannot be countenanced.

39. In the peculiar factual conspectus, this Court is of the view that the conclusions drawn in the impugned order are unexceptional. Also, as noticed, the impugned order as well as the process leading up to the issuance of the same does not suffer from any procedural infraction. Thus, the same brooks no interference in these proceedings under Article 226 of the Constitution of India.

40. The petitioner has also sought to canvass the issue that the respondent's action of declaring petitioner as 'non- responsive' in the revised technical evaluation of an ongoing bid (Sinnar-Shirdi Section) on 12.06.2025 on account of the impugned action is in contravention of paragraph-9 of the MORTH Circular dated 07.10.2021. However, the said contention is misconceived inasmuch as OM No. F-1/20/2018-PPD dated 02.11.2021 issued by the Department of Expenditure, Ministry of Finance, Government of India stipulates that bids shall be awarded only to the firms which are neither debarred on the date of opening of the tender nor on date of contract. The relevant portion of the said OM reads as under:

"Other Provisions (common to both types of debarment)

16. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

17. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them."

41. Further, it has been brought out that after issuance of the aforementioned guidelines by the Department of Expenditure, Ministry of Finance, Government of India, NHAI Policy Circular No.16.12/2022 dated 18.01.2022 and the NHAI Policy Circular no. 16.16/2022 dated 11.11.2022 came to be issued.

42. The NHAI Policy Circular No.16.12/2022 dated 18.01.2022 also stipulates that bids of only those firms will be considered which are neither debarred on the date of opening of the tender nor debarred on the date of issuance of Letter of Acceptance. The relevant portion of the said circular reads as under:

"2. In order to ensure construction of roads as per standard and specifications laid down in contract/ concession agreement and to avoid project delays, it has been decided to debar/penalize/declare as Non-Performer the Authority's Engineer (AE)/ independent Engineer (IE)/Construction Supervision Consultant

(CSC)/Project Management Consultant (PMC) for their lapses/deficiencies in services in National Highways and centrally sponsored road projects as detailed herewith on the same lines as issued vide MoRTH circular File No. RW/NH-33044/76/2021-S&R (P&B) dated 07.10.2021 and letter of even No. dated 04.01.2022.

XXX XXX XXX

10. Provisions related to Debarment:

10.1 Upon declaration of non-performer, the AE/IE/CSC/PMC will not be able to participate in any bid for National Highways projects with MoRTH or its executing agencies till such time the debarment persists or the AE/IE/CSC/PMC is removed from the list of non-performers. In bidding for a particular project, bids from only such firms should be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date of issue of Letter of Acceptance (LoA). Contracts concluded before the issue of the debarment/ declaration as non-performer order shall, not be affected by the debarment order(s) issued subsequently.

10.2 In case, any debarred/declared non-performer firms submits the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L -1. Bid security submitted by such debarred/declared non-performer firms shall be returned to them.”

43. Moreover, the NHA Policy Circular no. 16.16/2022 dated 11.11.2022 inter-alia stipulates that in case of debarment, the provisions mentioned in Department of Expenditure, Ministry of Finance, Government of India vide OM No. F-1/20/2018-PPD dated 02.11.2021 shall be followed. The said circular reads as under:-

“NHA vide Policy Circular No. 16.11/2021 dated 16.11.2021 (Annexure-1) issued detailed Standard Operating Procedure to debar/penalize/declare as Non-Performer the Contractor/Concessionaire in NHs and other centrally sponsored road projects, NHA also issued its subsequent amendment vide Policy Circular No. 16.14/2022 dated 31.01.2022 (Annexure-2).

2. Ministry of Finance, Department of Expenditure, vide OM No. F-1/20/2018-PPD dated 02.11.2021 (Annexure-3) had issued guidelines on debarment of firms from bidding. Ministry of Road, Transport & Highway vide its OM No. NH-35014/20/2020-H-Part(2) dated 18.08.2022 (Annexure-4) has directed that all the implementing agencies of MoRTH shall follow these Guidelines in letter and spirit.

3. It is observed that after Show Cause Notice has been issued, technical divisions do not conclude the bidding process and wait for debarment process to get completed which delays the entire bidding process. In the matter it is reiterated that MoF guidelines dated 02.11.2021 are amply clear that the period of debarment shall start from the date of issuance of Debarment Order.

Accordingly, in case any Show Cause Notice related to debarment has been issued to any bidder, this should not be considered as a reason to halt the bidding process. However, extract of issuance of such show cause notice to a bidder should be hosted on the procurement portal for information of all the bidders.

4. In case any bidder/firm is debarred till agreement is signed, provisions mentioned in Ministry of Finance, Department of Expenditure vide OM No. F-1/20/2018-PPD dated 02.11.2021 shall be followed.

5. This issues with the approval of Competent Authority.”

44. Further, the decision of a coordinate Bench of this Court in Redecon India Pvt Ltd. (supra) is distinguishable inasmuch as the said order has been passed only in terms of MoRTH circular dated 07.10.2021 and the Court therein has not adjudged the aforementioned subsequent circulars issued by Department of Expenditure, Ministry of Finance, Government of India and NHAI.

45. In the aforesaid conspectus, the respondent’s decision to declare the petitioner as ‘non-responsive’ on 12.06.2025, on account the impugned order, was in consonance with the existing policy/ies of the respondent. As such, this Court finds no occasion to interfere therewith.

46. Accordingly, the present petition (along with pending application/s) is dismissed.