

(2021) 08 J&K CK 0014

In the Jammu And Kashmir High Court

Case No : Writ Petition (C) No. 693, 694 Of 2021

Shalimar Constructions And Others

APPELLANT

Vs

Skuat (K) Shalimar, Srinagar & Ors

RESPONDENT

Date of Decision : 17-08-2021

Acts Referred:

Constitution Of India, 1950 — Article 14, 21, 226
Contract Act, 1872 — Section 4, 5

Citation : (2021) 08 J&K CK 0014

Hon'ble Judges : Ali Mohammad Magrey, J

Bench : Single Bench

Advocate : M. A. Qayoom, Mian Muzaffar, M. Y. Bhat, R. A. Bhat, N. A. Ronga

Final Decision : Dismissed

Judgement

Ali Mohammad Magrey, J

1. Both these Petitions involve similar questions of facts and the law and are, thus, for the sake of convenience, decided by this common Judgment.

For purpose of reference, the facts of WP(C) No. 693/2021 are relied upon.

2. The case of the Petitioner is that it had submitted the tender documents for the works with respect to which tenders were invited by the official

Respondents in terms of E-Tender notices dated 28th of November, 2020; 8th of December, 2020; and 19th of December, 2020, strictly in accordance

with the terms and conditions of the tender notices. Thereafter, the official Respondents, as stated, entertained the tender documents of the Petitioner-

firm and, after opening of the tender documents, found the Petitioner-firm to be the lowest bidder. However, instead of issuing allotment orders in

favour of the Petitioner-firm, the official Respondents, in terms of communications/ notices dated 21st of January, 2021, informed the Petitioner-

firm

that before allotment order is issued in its favour, it is required to deposit additional security at 5% and 4% of the advertised cost in the shape of

CDR/FDR/BG pledged to the Assistant Controller, Estates, as per the terms and conditions of E-NIT under reference. The aforesaid notices dated

21st of January, 2021 are stated to have followed by letter dated 5th of February, 2021, wherein the official Respondents informed the Petitioner-firm

that in addition to 10% bill deposit, 20% more bill deposit shall be deducted from every running bill and that the Petitioner-firm should deposit 5%

additional security deposit as per NIT. The Petitioner-firm is also claimed to have been asked to file an Affidavit for completion of the project

including all low rate items without deviation and not to request for bill deposit till completion of the work. The Petitioner-firm was also told that the

project needs to be completed as per allotted time period and that in case of delay, 1% penalty per month shall be imposed. Besides, it was also told

that labour management plan is to be maintained by the construction agency. The aforesaid letter dated 5th of February, 2021 was replied by the

Petitioner-firm on 17th of February, 2021, wherein the Petitioner-firm stated that routine bill deposit of 10% was a norm and acceptable to it, but, the

additional bill deposit of 20% amounted to direct violation of NIT and PWD Code of Works, thus not acceptable to the Petitioner-firm. The Petitioner-

firm also stated that the additional bill security of 5% was not acceptable to it because as per the NIT, the Petitioner-firm had not to deposit the

additional bill security of 5% and, instead, it was 5% for work at serial No. 1 and 4% for works at serial Nos. 2, 3 and 4. The Petitioner-firm is also

stated to have referred to various circulars on the subject issued by the Government, wherein it has been circulated that the Contractors should not be

asked for additional bill security for abnormally low bids. This reply submitted by the Petitioner-firm on 17th of February, 2021, however, was not

considered by the official Respondents and, instead, the Works Committee of the SKAUST-K, Shalimar, Srinagar, in its meeting held on 24th of

February, 2021, decided to put the works to fresh tender on various terms and conditions. Accordingly, fresh tenders were issued on 27th of February,

2021 and 16th of March, 2021. It is pleaded that since the official Respondents decided to put the works to fresh tender in respect of which the

Petitioner-firm was found to be the lowest tenderer and proceeded to issue the fresh tender notices on 27th of February, 2021 and 16th of March,

2021, therefore, not only the decisions dated 2nd of February, 2021 and 24th of February, 2021, but also the fresh E-Tender notices issued on 27th of

February, 2021 and 16th of March, 2021, as well as any decision taken thereafter towards the allotment of works to Respondents 10 to 13, have

caused great prejudice to the rights and interests of the Petitioner-firm, constraining it to file the instant Petition.

3. Objections stand filed on behalf of Respondents 1 to 9. It is stated that since the Petitioner-firm did not accept/comply all the conditions as

reflected in letter No. Au/Estates/2020-21/2093-94 and letter No. Au/Estates/2021-21/209-96, both dated 5th of February, 2021, and taking into

consideration the fact that the execution of the Projects once allowed on very low/unworkable offered rates (in finishing items) of the lowest bidders

will leave the Projects incomplete resulting in non-achievement of set targets and would entail disputes and litigation causing severe loss to public

exchequer, the Works Committee of the University met again on 24th of February, 2021, wherein the Estates Officer (Member Secretary) apprised

the members of the Works Committee that the recommendations of previous meeting held on 2nd of February, 2021 on the issue of unreasonable

rates, as decided and recorded in the minutes of meeting, were conveyed to the lowest tenderers/contractors viz. M/s Shalimar Constructions/

Petitioner in WP(C) No. 693/2021; and M/s Fayaz Ahmad/ Petitioner in WP(C) No. 694/2021, but they have declined to accept the additional terms

and conditions vide their response dated 17th of February, 2021 and 7th of February, 2021, respectively. It is pleaded that during the course of

proceedings, it was realized that the lowest bidders are, thus consuming precious time of the University, resultantly, the Committee felt it necessary

that expeditious steps are taken to ensure execution of above referred works during the current financial year so that funds may not get lapsed

unreasonably. It was, as stated, after thorough deliberations on the matter that some decisions were unanimously agreed upon, which decisions of the

Works Committee were conveyed to the Petitioners, but they did not agree to the same, thus forcing the Works Committee to decide for cancellation

of the NITs referred to above in the interest of public exchequer in general and the University in particular. It is contended that the Works Committee,

in these circumstances, recommended re-tendering of all the concerned works, which recommendations were duly approved by the Competent

Authority as per norms. The re-tendering notices are, accordingly, stated to have been issued. In this factual discourse, the Respondents 1 to 9 have

urged that they not only had justifiable, but compelling reasons to cancel the earlier tendering process and re-tender the works, therefore, no

interference is warranted in the said process from this Court.

4. The Respondents 10 to 13 have adopted the Objections filed on behalf of the Respondents 1 to 9.

5. Mr M. A. Qayoom, the learned Counsel, representing the Petitioner in both the Petitions, while reiterating the claim made in the Writ Petitions in

support of the pleadings, submitted that immediately after the Respondents 1 to 9 issued fresh tender notices dated 27th of February, 2021 and 16th of

March, 2021, the Petitioner-firms filed suit for Declaration and Injunction before the Court of learned Principal District Judge, Srinagar, for declaring

those tender notices null and void, besides seeking a direction not to allot the work to any person other than the Plaintiffs/ Petitioners herein. It is

pleaded that the Civil Court entertained the suits and, besides issuing summons/ notices in the main suit as well as in the application for grant of interim

relief, it directed the Respondents to produce the scanned copies of the record relating to the tender notices before the Court on 18th of March, 2021,

whereafter, the Respondents caused their appearance in the Court, but did not produce the record relating to the tender notices before the Court,

which prompted the Petitioner-firms to file a Contempt Petition before the Court, however, while the matter was pending consideration before the

Court, the official Respondents opened the tender documents on 30th of March, 2021 and, after finding the Respondents 10 to 13 as L1, they decided

to allot the work to them. It is averred that the non-compliance of the order of the Court and the opening of the tender documents during the pendency

of the proceedings before the Court, in itself, makes it axiomatic as to how the official Respondents have arbitrarily and capriciously dealt with the

matter and, in order to defeat the claim of the Petitioner-firms and with a view to give undue benefit to Respondents 10 to 13, they, firstly, took

decision dated 2nd of February, 2021 and, thereafter, in terms of decision dated 24th of February, 2021, cancelled the previous bids and issued fresh

tender notices. The impugned decisions dated 2nd of February, 2021 and 24th of February, 2021 as well as the subsequently issued fresh tender

notices, as per the learned Counsel, are, thus violative of all the safeguards enshrined in Articles 14 and 21 of the Constitution of India, as such, liable

to be set aside.

6. Learned counsel for the Petitioner-Firms further submitted that otherwise also the decision taken by the official Respondents on 2nd of February,

2021 is contrary to NITs issued for the execution of works on 28th of November, 2020; 8th of December, 2020; and 29th of December, 2020. It is

argued that this aspect of the matter had also been highlighted by the Petitioner-firms in their reply, wherein attention of the official Respondents had

also been invited to different circulars and orders occupying the field, however, without considering the said reply so submitted by the Petitioner-firms,

the official Respondents, in the meeting held on 24th of February, 2021, decided to issue fresh tender notices. In that view of the matter, the learned

Counsel pleads that not only the said decision dated 24th of February, 2021, but also the fresh tender notices are arbitrary in nature, aimed at defeating

the claim of the Petitioner-firms, therefore, liable to be set at naught.

7. It is next contended by the learned Counsel for the Petitioner-firms that after the Petitioner-firms were found as L1 for the works advertised by

the official Respondents in terms of tender notices dated 28th of November, 2020; 8th of December, 2020; and 29th of December, 2020, the

Petitioner-firms had a legitimate expectation of allotment of work in their favour and that this fact was the relevant factor requiring due consideration

in a fair decision making process, however, the official Respondents have failed to give due weightage to it, rendering the decision arbitrary and liable

to be set aside.

8. Mr Qayoom further proceeded to contend that before taking the decisions dated 2nd of February, 2021 and 24th of February, 2021, as also before

issuing the fresh tender notices, the official Respondents were obliged in law to provide an opportunity of being heard to the Petitioner-firms so that

they could explain their position in tune with their reply dated 17th of February, 2021, more particularly when they were found as L1 in the earlier

tendering process, however, no opportunity of being heard was provided to the Petitioner-firms to explain their position nor were they given any

reason(s) for not considering the reply so submitted by the Petitioner-firms before taking the impugned decisions and/or issuing the fresh tender

notices. The impugned decisions dated 2nd of February, 2021 and 24th of February, 2021, coupled with the fresh tender notices, as per the learned

Counsel, are, thus violative of principles of natural justice, equity and fair play, as such, liable to be set aside.

9. The next contention of Mr Qayoom is that the decision taken by the official Respondents on 24th of February, 2021 in putting the works to fresh

tenders is not only arbitrary, but also smacks of bias as well inasmuch the Respondents 1 to 9, in order to accommodate Respondents 10 to 13, have

altered the terms and conditions of the tender notices dated 28th of November, 2020; 8th of December, 2020; and 29th of December, 2020 and have

waived almost all the terms and conditions to favour Respondents 10 to 13.

10. It was also argued by the learned Counsel representing the Petitioner-firms that the official Respondents, by accepting the bid of Respondents 10

to 13, have caused a loss of Rs. 92,75,097.67 to the public exchequer, which aspect of the matter also throws considerable light on the arbitrary and

malafide attitude adopted by the Respondents 1 to 9 in taking decisions dated 2nd of February, 2021 and 24th of February, 2021 as well as issuing

fresh tender notices, thereby rendering the entire process non-est in the eyes of law.

11. Per Contra, Mr M. Y. Bhat, the learned Senior Counsel, appearing for Respondents 1 to 9, submitted that no cause of action has accrued to the

Petitioner-firms in filing the Writ Petitions inasmuch as none of their rights stands violated by the action of the official Respondents. It is submitted that

merely submitting the lowest tender does not vest the bidder with any right to get the allotment of work and that once the Petitioner-firms themselves

refused to accept the terms and conditions of the contract, therefore, no claim can be made by them regarding the allotment of works in their favour.

It is pleaded that the Petitioner-firms cannot force the official Respondents to make allotment on their own terms and conditions and as per their own

whims and caprice. The learned Senior Counsel argued that the tenderer has the right to cancel the process or even allot the contract to some other

person as the choice of entering into a contract is a subjective choice, based on variety of aspects. It is contended that the contract between the

parties was not concluded in absence of agreement of the Petitioner-Firms qua fulfilling all the terms and conditions of the contract. In support of his

arguments, Mr Bhat has referred to and relied upon the law laid down by the Honâ??ble Supreme Court in a recent Judgment rendered in case titled

â??M/s Padia Timber Company (P) Ltd. v. The Board of Trustees of Vishakhapatnam Port Trust: AIR 2021 SC 341â??.

12. Mr N. A. Ronga, the learned Counsel representing the Respondents 10 to 13, has adopted the arguments advanced by Mr Bhat, learned Senior

Counsel appearing for Respondents 1 to 9.

13. In rebuttal, Mr Qayoom vociferously made an endeavour to convince the Court that the decision of altering the conditions of contract, as reflected

in the minutes of the meeting of the Works Committee held on 2nd of February, 2021, was not approved by the Vice-Chancellor, SKUAST in respect

of item No.1 regarding deduction of 20% more bill deposit from every running bill, 5% additional security deposit as per NIT and 1% penalty per

month beyond the allotted time period. To support this argument, Mr Qayoom has invited the attention of the Court to the observations of the Vice

Chairman, SKUAST on the minutes of the meeting of the Works Committee held on 2nd of February, 2021 and submitted that, instead of complying

with the observations of the Vice Chancellor, the official Respondents issued communication to the Petitioner-firms asking them to adhere to the

additional conditions as incorporated in letter dated 5th of February, 2021. It is further submitted that this communication was replied by the Petitioner-

firms disagreeing to accept the condition of additional bill deposit being in direct violation of the terms and conditions of the NIT, however, the

Petitioner-firms, notwithstanding such objection, agreed to 5% additional security deposit, besides completing the work within the stipulated period of

time and not asking for payments till completion of work, but despite that, the official Respondents rejected the claim of the Petitioner-firms and

decided to put the works to fresh tendering. Mr Qayoom pleaded that this decision of the official Respondents was malafide in nature, aimed at

ensuring rejection of the completed contract in favour of the Petitioner-firms and for awarding undue benefit to the Respondents 10 to 13, thereby

rendering the entire action of the official Respondents in violation of the law laid down by the Honâ??ble Supreme Court in various judicial

pronouncements. In this behalf the learned Counsel has referred to and relied upon Paragraphs 8 to 10 of the Judgment rendered by the Apex Court in

case titled "Maa Binda Express Carrier & Anr v. Northeast Frontier Railway & Ors: AIR 2014 Supreme Court 390". It is also urged that the

official Respondents have not, at all, included those conditions in the fresh tender notices which were additionally imposed on the Petitioner-firms after

completing the contract. It is pleaded that the contract between the parties was completed upon issuance of communication dated 21st of January,

2021 by the official Respondents in view of mandate of Sections 4 and 5 of the Contract Act, 1872 inasmuch as all the conditions of the tender notices

were adhered to by the Petitioner-firms and that the subsequent conditions cannot render the completed contract void. In this behalf, reliance is placed

on the law laid down by the Supreme Court at Paragraph No. 15 of the Judgment rendered in case titled "Jawahar Lal Barman v. the Union of

India: AIR 1962 Supreme Court 378".

14. As regards the Judgment cited by Mr Bhat, the learned Senior Counsel representing the official Respondents, i.e., AIR 2021 SC 342, Mr Qayoom

submitted that same is distinguishable, having been passed on different set of facts, as such, not applicable to the instant case.

15. Heard the learned counsel for the parties, perused the pleadings on record and considered the matter. I have also gone through the relevant

records made available by the learned Senior Counsel representing the official Respondents.

16. Admittedly, the Petitioner-firms emerged as L1 in the earlier tendering process flouted by the official Respondents for the works in question,

however, the Works Committee, in its meeting held on 2nd of February, 2021, after observing that the rates quoted by the lowest tenderers regarding

several items were unreasonable as per the BoQ and in order to safeguard the projects, recommended incorporation of certain additional conditions

like more bill deposit, additional security deposit, Affidavit from the Contractor concerned, penalty on delay per month, etcetera, prior to issuance of

the final allotment order(s) in favour of the lowest bidders. This incorporation of additional conditions on part of the official Respondents did not find

favour with the Petitioner-firms, who did not accept the same on the ground that these are in direct conflict with the tender notices. It was on the basis

of such position that the Works Committee, in its meeting held on 24th of February, 2021, while observing that the lowest bidders are consuming time and that expeditious steps are required to be taken by the University to ensure execution of works in question during the current financial year, recommended cancellation of the earlier tendering process and initiation of fresh one. Given this position, the question that arises for consideration is whether the action of the official Respondents in cancelling the earlier tendering process and putting the works in question to fresh tenders can be said to be irrational or arbitrary in nature. In this behalf, what requires to be stated is that as per settled legal position, the tender issuing authority, i.e., the University herein this case, is the best judge of its interests/ needs and that it is always open to the said authority to suitably modify or change the eligibility criteria so as to best serve its purposes. Whenever a change is introduced in the eligibility criteria, either by introducing some new condition(s) or restricting or altogether doing away with certain previous concessions, it might hurt the interests of someone or the other, but, for that reason, the change(s) made in the eligibility criteria cannot be labelled as malafide or arbitrary. The Works Committee, after examining that the cost offer of all the respective lowest bidders for the works were unreasonable in several items as per the BoQ and in order to safeguard its interests, decided to incorporate certain additional conditions prior to issuance of the allotment order(s) in favour of the lowest bidders which conditions were not accepted by the lowest bidders/ Petitioner-firms, thereby constraining the official Respondents to cancel the earlier tendering process and initiate the process afresh. In such circumstances, the official Respondents can hardly be faulted for protecting itself against entering into such a contract with the Petitioner-firms.

17. Besides, the Courts are expected to exercise judicial restraint in interfering with the administrative action, particularly in the matter of tender or contract. Ordinarily, the soundness of the decision taken by the tender issuing authority 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, firstly, if the decision made is so arbitrary and irrational that the Court can say that the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have

reached or; second, if the process adopted or decision made by the authority is malafide or intended to favour someone or; third, if the public interest is affected. In the case on hand, when the Petitioner-firms did not accept all the terms and conditions prescribed by the official Respondents prior to issuance of final allotment order(s) in their favour, in such eventuality, the decision of the official Respondents in cancelling the earlier tendering process and putting the works to fresh tender cannot be said to be one where they have acted in a manner in which no responsible authority acting reasonably and in accordance with the relevant law would have acted. Furthermore, a bare perusal of the pleadings on record, does not indicate that the decision made by the authority is malafide or intended to favour someone. In fact, the decision of the official Respondents was the result of non-acceptance of all the terms and conditions of the contract on part of the Petitioner-firms. Likewise, the third ground of public interest is also not affected in the present case because while it may be in public interest to have greater competition, it is also in public interest that all the tender conditions are complied with as prescribed by the tender issuing authority and that there is no uncertainty in that area.

18. Law on the subject of scope of judicial review in the matters of Contract is no more res integra.

19. In case titled "Tata Cellular V. Union of India: (1994) 6 Supreme Court Cases 651", at Paragraph No.94, Hon'ble the Supreme Court of the country, while dealing with the issue similar to the one subject matter of the instant Petitions, evolved the following principles:

1. "The modern trend points to judicial restraint in administrative action;
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; and

6. Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.â??

20. In case titled â??Sterling Computers Limited V. M&N Publications Ltd: (1993) 1 SCC 445â??, the Apex Court, at Paragraph No.12, has laid

down as under:

â??In contracts having commercial element, some more discretion has to be conceded to the authorities so that they may enter into contracts

with persons, keeping an eye on the augmentation of the revenue. But even in such matters they have to follow the norms recognized by

courts while dealing with public property. It is not possible for courts to question and adjudicate every decision taken by an authority,

because many of the Government Undertakings which in due course have acquired the monopolist position in matters of sale and purchase

of products and with so many ventures in hand, they can come out with a plea that it is not always possible to act like a quasi-judicial

authority while awarding contracts. Under some special circumstances a discretion has to be conceded to the authorities who have to enter

into contract giving them liberty to assess the overall situation for purpose of taking a decision as to whom the contract be awarded and at

what terms. If the decisions have been taken in bona fide manner although not strictly following the norms laid down by the courts, such

decisions are upheld on the principle laid down by Justice Holmes, that courts while judging the constitutional validity of executive

decisions must grant certain measure of freedom of 'play in the joints' to the executive.

21. Again, the Apex Court, in case titled â??Directorate of Education & Ors. V. Educomp Datamatics Ltd. And Ors: (2004) 4 SCC 19â??, while

applying the principles enunciated in Tata Cellular's case (supra), at Paragraph No.12, observed, thus:

12. It has been held in these decisions that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract. That the Government must have a free hand in setting the terms of the tender. It must have reasonable play in its joints as a necessary concomitant for an administrative body in an administrative sphere. The Courts would interfere with the administrative policy decision only if it is arbitrary, discriminatory, malafide or actuated by bias. It is entitled to pragmatic adjustments which may be called for by the particular circumstances. The Courts cannot strike down the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wise or logical. The Courts can interfere only if the policy decision is arbitrary, discretionary or malafide.

On an appreciation of the law laid down above, what comes to limelight is that the modern trend points to judicial restraint in administrative action and that the Court does not sit as a "Court of Appeal", but merely reviews the manner in which the decision was made. It has also been declared that Court does not have the expertise to correct the administrative decision and that 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. Furthermore, fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere and quashing administrative decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.

22. It is, thus settled that public authorities must be left with the same liberty as they have in framing the policies, even while entering into contracts because many contracts amount to implementation or projection of policies of the Government. But it cannot be overlooked that unlike policies, contracts are legally binding commitments and they commit the authority which may be held to be a State within the meaning of Article 12 of the Constitution of India in many cases for years. It is for this reason that the Courts have impressed that even in contractual matters the public authority

should not have unfettered discretion. In contracts having commercial element, some more discretion has to be conceded to the authorities so that they may enter into contracts with persons keeping an eye on the augmentation of the revenue. But, even in such matters, they have to follow the norms recognized by Courts while dealing with public property. It is not possible for the Courts to question and adjudicate every decision taken by an authority because many of the Government Undertakings, which in due course have acquired the monopolist position in matters of sale and purchase of products and with so many ventures in hand, they can come out with a plea that it is not always possible to act like a quasi-judicial authority while awarding contracts. Under some special circumstances, a discretion has to be conceded to the authorities who have to enter into contract by giving them liberty to assess the overall situation for purpose of taking a decision as to whom the contract be awarded and at what terms. If the decisions have been taken in bonafide manner, although not strictly following the norms laid down by the Courts, such decisions are upheld on the principle laid down by Justice Holmes that Courts, while judging the constitutional validity of executive decisions, must grant certain measure of freedom of play in the joints to the executive.

Looking at the instant case in the above perspective, the Petitioner-firms have not been able to establish before the Court that the decision taken by the official Respondents in cancelling the earlier tendering process and putting the works in question to fresh tenders is an arbitrary exercise of power or that the same was/ is mala fide in nature. In *Jagdish Mandal v. State of Orissa*: (2007) 14 SCC 517, at Paragraph No.22, the Court held: "Therefore, a Court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

(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.â??

From a bare perusal of the pleadings placed on record as well as after going through the relevant records placed before the Court by the official

Respondents, it is more than apparent that the decision taken by the official Respondents in cancelling the earlier tendering process and putting the

works in question to fresh tenders was certainly not irrational in any manner whatsoever or intended to favour anyone. This decision, apart from being

lawful and sound, appears to have been taken by the official Respondents in view of non-acceptance of all the terms and conditions of contract on

part of the lowest bidders/ Petitioner-firms.

23. For all that has been said and done hereinabove, I do not find any merit in both these Petitions. These entail dismissal and are, accordingly,

dismissed. Interim directions, if any, subsisting as on date, shall stand vacated.

24. Pending miscellaneous applications, if any, shall also stand disposed of, accordingly.

25. No order as to costs.

26. Registry to place a copy of this Judgment on each file.

27. The relevant record as produced by Mr Bhat, the learned Senior Counsel representing the official Respondents, is returned to him in the open

Court.