



2026:CGHC:10481-DB

AFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 839 of 2026**

1 - M/s A.K. Construction Opp. 6th Floor, 30/602, Ashok Ratan Shankar Nagar, Raipur District Raipur C.G. Through Its Partner Shri Ajeet Kumar, S/o Shir Balram Singh, Aged About 48 Years, R/o Gram Bihat Ward No. 29, Thana Barauni Begusarai, Bihar 851135.

2 - Shri Ajeet Kumar S/o Shri Balram Singh Aged About 48 Years Partner M/s A.K. Construction, R/o Gram Bihat Ward No. 29, Thana Barauni Begusarai, Bihar 851135.

--- Petitioner(s)**versus**

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur C.G.

2 - The Member Secretary, State Water And Sanitation Mission (Apex Committee), Public Health Engineering Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur C.G.

3 - The Mission Director, Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur C.G.

4 - The Collector-Cum-President, Zila Jal Evam Swachhata Mission, Surajpur, District Surajpur C.G.

5 - The Executive Engineer And Member Secretary, District Water And Sanitation Mission, Public Health Engineering Division, Surajpur, District Surajpur C.G.

6 - M/s Vijay V Salunkhe, Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune (Maharashtra) 411009

--- Respondent(s)

WPC No. 778 of 2026

1 - M/s A.K. Construction Opp. 6th Floor, 30/602, Ashok Ratan Shankar Nagar, Raipur District Raipur Chhattisgarh Through Its Partner Shri Ajeet Kumar, S/o Shri Balram Singh, Aged About 48 Years, R/o Gram Bihat Ward No. 29, Thana Barauni Begusarai, Bihar 851135

2 - Shri Ajeet Kumar S/o Shri Balram Singh Aged About 48 Years Partner M/s A.K. Construction, R/o Gram Bihat Ward No. 29, Thana Barauni Begusarai, Bihar 851135

---**Petitioner(s)**

Versus

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur Chhattisgarh

2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur, Chhattisgarh

3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur Chhattisgarh

4 - The Collector-Cum-President Zila Jal Evam Swachhata Mission, Surajpur, District Surajpur Chhattisgarh

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering Division, Surajpur, District Surajpur Chhattisgarh

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune Maharashtra 411009

--- **Respondent(s)**

WPC No. 822 of 2026

1 - M/s A.K. Construction Opp. 6th Floor, 30/602, Ashok Ratan Shankar Nagar, Raipur District Raipur (C.G.) Through Its Partner Shri Ajeet Kumar, S/o Shri Balram Singh, Aged About 48 Years, R/o Gram Bihat Ward No. 29, Thana Barauni Begusarai, Bihar 851135.

2 - Shri Ajeet Kumar, S/o Shri Balram Singh, Aged About 48 Years Partner M/s A.K. Construction, R/o Gram Bihat Ward No. 29, Thana Barauni Begusarai, Bihar 851135

---**Petitioner(s)**

Versus

- 1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur C.G.
- 2 - The Member Secretary, State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur C.G.
- 3 - The Mission Director, Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur C.G.
- 4 - The Collector-Cum-President, Zila Jal Evam Swachhata Mission, Surajpur, District Surajpur C.G.
- 5 - The Executive Engineer And Member Secretary, District Water And Sanitation Mission, Public Health Engineering Division, Surajpur, District Surajpur C.G.
- 6 - M/s Vijay V Salunkhe, Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati Near Rajmahal Hotel, Puna (Maharashtra) 411009.

--- Respondent(s)

WPC No. 824 of 2026

M/s Anand Consultants Opp. Primary School, Ground Floor, Door No. 4016, Ward No. 51, Suraj Nagar, Labhandih, Raipur (C.G.) Through Its Proprietor Shri Rupesh Kumar Srivastava, Son Of Shri Anand Bihari Shrivastava, Aged About 53 Years, Resident Of 157-C, Patliputra Colony, Patna, (Bihar) 800013.

---Petitioner(s)

Versus

- 1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District- Raipur, Chhattisgarh.
- 2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District- Raipur, Chhattisgarh.
- 3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District- Raipur (C.G.)
- 4 - The Collector-Cum-President Zila Jal Evam Swachhata Mission, Surajpur, District- Surajpur (C.G.)

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering Division, Surajpur, District-Surajpur (C.G.)

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune (Maharashtra) 411009.

--- Respondent(s)

WPC No. 825 of 2026

1 - M/s Vikram Teleinfra Private Limited, Near Sadu School, L I G 998, Housing Board Colony, Saddu, Raipur, District Raipur C.G. Through Its Director Shri Vijay Kumar Ratanchand Javeri, Aged About 53 Years, R/o A-704, Part Titanium, Park Street, Pune City, Maharashtra- 411057.

2 - Shri Vijay Kumar Ratanchand Javeri S/o Mr. Ratanchand Sardarmal Javeri Aged About 53 Years Director Of Vikra Teleinfra Private Ltd., R/o A-704, Part Titanium, Park Street, Pune City, Maharashtra- 411057.

---Petitioner(s)

Versus

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur C.G.

2 - The Member Secretary, State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur C.G.

3 - The Mission Director, Jal Jeevan Mission, Public Health Engineering, Department, Neer Bhawan, Civil Lines, Raipur, District Raipur C.G.

4 - The Collector-Cum-President, Zila Jal Evam Swachhata Mission, Koriya (Baikunthpur), District Koriya C.G.

5 - The Executive Engineer And Member Secretary, District Water And Sanitation Mission, Public Health Engineering Division, Koria (Baikunthpur), District Koria C.G.

6 - M/s Vijay V Salunkhe, Through Proprietor Shri Vijay Vasant Salunkhe Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati Near Rajmahal Hotel, Pune (Maharashtra) 411009.

--- Respondent(s)

WPC No. 826 of 2026

1 - M/s Vikram Teleinfra Private Limited Near Sadu School, Lig 998, Housing Board Colony, Saddu, Raipur, Distt. Raipur, C.G. Through Its Director Shri Vijay Kumar Ratanchand Javeri, Aged About 53 Years, R/o A-704, Part Titanium, Park Street, Pune City, Maharashtra 411057.

2 - Shri Vijay Kumar Taranchand Sardarmal Javeri Aged About 53 Years, Director Of Vikra Teleinfra Private Ltd. R/o A-704, Part Titanium, Park Street, Pune City, Maharashtra 411057.

---**Petitioner(s)**

Versus

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, Distt. Raipur, Chhattisgarh.

2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, Distt. Raipur, Chhattisgarh.

3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, Distt. Raipur, Chhattisgarh.

4 - The Collector Cum President Zila Jal Evam Swachhata Mission, Koriya (Baikunthpur), Distt. Koriya, Chhattisgarh.

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering Division, Koria (Baikunthpur), Distt. Koria, Chhattisgarh.

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune, Maharashtra, 411009.

--- **Respondent(s)**

WPC No. 860 of 2026

M/s Shree Ganpati Construction A Proprietary Concern Lig- 524, Sector -5 Housing Board Sardhoo Raipur District- Raipur, (C.G.) Through Its Proprietor Shri Vivek Yadav Son Of Shri Rajendra Yadav Aged About 39 Years Resident Of Vardhman Nagar B. Heerapur Ajmer Road Jaipur District- Jaipur (Rajasthan)

---**Petitioner(s)**

Versus

- 1 - State Of Chhattisgarh Through- Its Secretary Public Health Engineering Secretariat Mahanadi Bhawan Capital Complex Nawa Raipur District- Raipur Chhattisgarh
- 2 - The Member Secretary State Water And Sanitation Mission (Apex Committee) Public Health Engineering Secretariat Mahanadi Bhawan Capital Complex Nawa Raipur District- Raipur Chhattisgarh
- 3 - The Mission Director Jal Jeevan Mission Public Health Engineering Department Neer Bhawan Civil Lines Raipur District- Raipur (C.G.)
- 4 - The Collector Cum President Zila Jal Evam Swachhata Mission Koriya (Baikunthpur) District- Koriya (C.G.)
- 5 - The Executive Engineer And Member Secretary District- Water And Sanitation Mission Public Health Engineering Division Koriya (Baikunthpur) District- Koriya (C.G.)
- 6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe Registered Office At Mangla Sr. No. 484/38 Mitra Mandal Colony Parvati Near Rajmahal Hotel Pune (Maharashtra) 411009

--- Respondent(s)

WPC No. 878 of 2026

- 1 - Vikram Teleinfra Private Limited Near Sadu School, Lig 998, Housing Board Colony, Saddu, Raipur, District Raipur (C.G.) Through Its Director Shri Vijay Kumar Ratanchand Javeri, Aged About 53 Years, R/o A-704, Part Titanium, Park Street, Pune City, Maharashtra- 411057
- 2 - Shri Vijay Kumar Ratanchand S/o Mr. Ratanchand Sardarmal Javeri Aged About 53 Years Director Of Vikra Teleinfra Private Ltd., Resident Of A- 704, Part Titanium, Park Street, Pune City, Maharashtra 411057

---Petitioner(s)

Versus

- 1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur, Chhattisgarh
- 2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur, Chhattisgarh
- 3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur (C.G.)
- 4 - The Collector- Cum- President Zila Jal Evam Swachhata Mission, District Surajpur (C.G.)

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering, Division, District Surajpur (C.G.)

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune (Maharashtra) 411009

--- Respondent(s)

WPC No. 881 of 2026

1 - M/s Somvanshi Enviro Engg. Private Limited J-78, Patel Nagar, 1st And 2nd Floor, Gaziabad (U.P.) Through Its Authorized Person/ Director Shri Mahipat Singh, S/o Shri Bhagirati Singh

2 - Shri Mahipat Singh S/o Shri Bhagirati Singh Aged About 52 Years Director Of M/s Somvanshi Enviro Engg. Private Limited, J-78, Patel Nagar, 1st And 2nd Floor, Gaziabad U.P. R/o J-78, Patel Nagar, 2nd Floor, Gaziabad U.P.

---Petitioner(s)

Versus

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur Chhattisgarh

2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur Chhattisgarh

3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur Chhattisgarh

4 - The Collector-Cum-President Zila Jal Evam Swachhata Mission, Surajpur, District Surajpur Chhattisgarh

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering Division, Surajpur, District Surajpur Chhattisgarh

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahala Hotel, Pune Maharashtra 411009

--- Respondent(s)

WPC No. 883 of 2026

M/s Dharmesh Kumar A Proprietary Concern, Through Its Proprietor Shri Dharmesh Kumar, Son Of Shri Rajendra Yadav, Aged About 45 Years, R/o

Food Villa Restaurant, 3rd Floor, 30/304 Ashoka Ratan, Shankar Nagar, Raipur, District Raipur (C.G.)

---**Petitioner(s)**

Versus

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur, Chhattisgarh

2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur, Chhattisgarh

3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur (C.G.)

4 - The Collector-Cum-President Zila Jal Evam Swachhata Mission, Koriya (Baikunthpur) District Koriya (C.G.)

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering Division, Koriya, (Baikunthpur) District Koriya (C.G.)

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune (Maharashtra) 411009

--- **Respondent(s)**

WPC No. 884 of 2026

M/s Anand Consultants, Opp. Primary School, Ground Floor, Door No. 4016, Ward No. 51 Suraj Nagar, Labhandih, Raipur C.G. Through Its Proprietor Shri Rupesh Kumar Srivastava, Son Of Shri Anand Bihari Srivastava , Aged About 53 Years, R/o 157-C, Patliputra Colony, Patna (Bihar) 800013.

---**Petitioner(s)**

Versus

1 - State Of Chhattisgarh Through Its Secretary, Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur Chhattisgarh

2 - The Member Secretary State Water And Sanitation Mission (Apex Committee), Public Health Engineering, Secretariat, Mahanadi Bhawan, Capital Complex, Nawa Raipur, District Raipur Chhattisgarh

3 - The Mission Director Jal Jeevan Mission, Public Health Engineering Department, Neer Bhawan, Civil Lines, Raipur, District Raipur Chhattisgarh.

4 - The Collector-Cum-President Zila Jal Evam Swachhata Mission, Koriya, District Koriya Chhattisgarh

5 - The Executive Engineer And Member Secretary District Water And Sanitation Mission, Public Health Engineering Division, Koriya, District Koriya Chhattisgarh

6 - M/s Vijay V Salunkhe Through Proprietor Shri Vijay Vasant Salunkhe, Registered Office At Mangla Sr. No. 484/38, Mitra Mandal Colony, Parvati, Near Rajmahal Hotel, Pune Maharashtra 411009

--- **Respondent(s)**

(Cause Title taken from Case Information System)

For Petitioner(s)	:Mr. B.P.Sharma, Mr. Raza Ali and Mr. Saurabh Choudhary, Advocates.
For Respondent(s) No. 1 to 5 / State	:Mr. Praveen Das, Additional Advocate General
For Respondent(s) No. 6	:None

Hon'ble Mr. Ramesh Sinha, Chief Justice

Hon'ble Mr. Ravindra Kumar Agrawal, Judge

Judgment on Board

Per Ramesh Sinha, Chief Justice

28/02/2026

1. Heard Mr. B.P.Sharma, Mr. Raza Ali, and Mr. Saurabh Chaudhary, learned counsel for the petitioner(s) as well as Mr. Praveen Das, learned Additional Advocate General for the State/respondents.
2. The petitioner(s), by way of these petitions under Article 226 of the Constitution of India, have prayed for the following relief(s):

WPC No. 839/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in

the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner firm for a period of three years in respect of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.332 Dated 29.01.2026 / SYS No.184608/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary and in violation of petitioners' illegal fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 778/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also

of blacklisting the petitioner firm for a period of three years in respect of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.333 dated 29.1.2026 (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, illegal and in violation petitioners' of fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 822/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner firm for a period of three years in respect of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time

allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.335 Dated 02.02.2026 / SYS No.184762/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, illegal and in violation of petitioners' fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 824/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for records from the pertaining to petitioner's case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioner vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner for a period of three years in respect of all future works of respondent authorities and in effect petitioner be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.336 Dated 02.02.2026 / SYS No. 184763/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, of petitioners' illegal fundamental,

constitutional and other rights. and in violation

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 825/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner firm for a period of three years in respect of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.327 Dated 29.01.2026 / SYS No.184601/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, illegal and violation in of petitioners' fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 826/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner firm for a period of three years in respect of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.328 Dated 29.01.2026 / SYS No. 184603/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, illegal and in violation of petitioners' fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 860/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for records pertaining to petitioner's case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioner vide letter dated 12.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner for a period of three years in respect of all future works of respondent authorities and in effect petitioner be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the vide NIT No.329 Dated 29.01.2026 / SYS No. 184604/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, of petitioners' illegal and in violation fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 878/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner firm for a period of three years in respect

of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.334 Dated 29.01.2026 / SYS No. 184610/1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, illegal and in violation of petitioners fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 881/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for the records of the case pertaining the petitioners' case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioners vide letters dated 2.1.2026 & 28.1.2026 (Annexure P-11), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-3), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner firm for a period of three years in respect of all future works of respondent authorities and in effect petitioners be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within

the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under the law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the NIT No.337 Dated 2.2.2026 / SYS No.184764/1st Call (Annexure P-12) for balance work at the risk and cost of petitioners being arbitrary, and in violation of petitioners' fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 883/2026

A. A writ and/or an order in the to nature of appropriate writ do issue calling for records pertaining petitioner's case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioner vide letter dated 12.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner for a period of three years in respect of all future works of respondent authorities and in effect petitioner be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the vide NIT No.330 Dated 29.01.2026 / SYS No.184605/1st Call (Annexure P-13) for balance work at the risk

and cost of petitioners being arbitrary, petitioners' illegal and in of violation fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

WPC No. 884/2026

A. A writ and/or an order in the nature of appropriate writ do issue calling for records pertaining to petitioner's case from the respondent concerned if this Hon'ble Court may deem fit in the facts and circumstances of case.

B. A writ and/or an order in the nature of appropriate writs do issue quashing the decision of respondent authorities taken in its meeting dated 02.12.2025, communicated to petitioner vide letter dated 12.1.2026 (Annexure P-12), of maintaining the order dated 20.12.2024 attached with letter dated 17.2.2025 (Annexure P-4), which has already been quashed by this Hon'ble Court, and also of blacklisting the petitioner for a period of three years in respect of all future works of respondent authorities and in effect petitioner be allowed to complete the work under the agreement executed by and between the parties by giving life to the agreement in question after quashing the impugned decision, being arbitrary, illegal and not sustainable in law and a specific direction be issued to respondent authorities to make payment of work completed within the time allowed by this Hon'ble Court and further allowing reasonable time for completion of balance work and payment thereof with such enhancement as permissible under law, in the interest of justice.

C. A writ and/or an order in the nature of appropriate writs do issue quashing the vide NIT No.331 Dated 29.01.2026 / SYS No.184607/ 1st Call (Annexure P-13) for balance work at the risk and cost of petitioners being arbitrary, illegal and in of violation petitioners' fundamental, constitutional and other rights.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded.

3. Since the facts and issues involved in these cases are similar, they are

being considered and decided by this common judgment and WPC No. 778/2026 is taken as the lead case.

4. The facts, as projected by the petitioners in WPC No. 778/2026, are that The petitioner No.1 is a partnership firm and petitioner No.2 is one of the partners of petitioner No.1. Pursuant to issuance of Notice Inviting Tender No.251, S.No. 139106 dated 21.6.2023 by respondent No.4, the petitioners submitted his bid along with necessary documents including experience certificate of respondent No.6-M/s Vijay V Salunke of Pune (MS), who is associated with petitioners under a joint venture agreement and is having experience of particularly type of tender work i.e. nature of present tender regarding which disputes and differences have arisen by and between the parties. Petitioners came out as successful bidder in the tender process and accordingly, agreement was entered into between the parties and a work order in respect of aforementioned NIT has been issued in favour of the petitioners. After issuance of work order, it was said by respondent authorities that respondent. No.6 had no such experience or eligibility and since the petitioners have submitted experience certificate of said person, therefore, not only his tender was liable to be cancelled but security amount was liable to be forfeited and further action as stated in show cause notice dated 3.9.2024 may be taken. On receipt of show cause notice, petitioners submitted reply and denied each and every adverse allegation made in the show cause notice along with supporting documents. After submission of reply, the petitioners came to know that respondent No.2 in its meeting dated 20.12.2024 under Agenda No.13, has issued direction to the authorities dealing with show-cause notice issued to connection with experience certificate of respondent No.6 M/s Vijay V Salunke filed by petitioners along with tender documents.

5. Mr. B.P.Sharma, learned counsel for the petitioner(s) submits that from perusal of directions issued under Agenda No. 13, it is clear that respondent No.1 has already directed to the authorities below that in cases wherever the certificate relating to respondent No.6 is submitted, the process has to be drawn in a particular manner and the tenders submitted have to be cancelled regarding which recommendation have been made under Agenda No.13 and further direction has been issued that in respect of tenders regarding which work order has been issued after acceptance of bid, the same shall not only be cancelled but the persons concerned be also held responsible for penal action. Surprisingly, a direction has also been issued by the office of respondent No.3-Mission Director vide letter dated 20.2.2025 to the authority concerned who is holding the charge of conducting the inquiry against the tenderers to act in a particular manner and since the averments made in letter dated 20.2.2025 in which direction has been issued to the authorities dealing with the show-cause notice is the fulcrum of the matter or in other words, the superior authority has already directed the authority dealing with show cause notice to act in a particular manner. Apprehending action on the part of respondent authorities in a prejudice manner and further that providing opportunity of hearing would only be an eyewash, the petitioner filed writ petition before this Hon'ble Court bearing WPC No. 1263/2025 and the said petition was decided in favour of petitioner vide order dated 7.3.2025. After the order passed by this Hon'ble Court, the respondent authorities were in catch-22 situation and they have avoided compliance of the order passed by this Hon'ble Court in all possible manner, firstly an appeal being WA No.651/2025 was filed before this Hon'ble Court against the order dated 07.03.2025 which also stood dismissed vide judgment dated 15.09.2025.

6. According to Mr. Sharma, the petitioners have also filed contempt petition before this Hon'ble Court since for quite long time the respondent authorities have not complied the order passed by the Hon'ble writ Court and adopted delaying tactics i.e. at one hand not allowing the petitioners to complete the work and making payment of work completed, and at the same time, not providing opportunity of hearing in respect of contemplated action. The respondent authorities filed a review petition bearing REVP No. 393/2025 before this Hon'ble Court and in which the order passed in writ petition has been modified to some extent and all other part of the order has been allowed to stand unaltered vide order dated 27.11.2025. The petitioners were in receipt of notice of hearing dated 21.11.2025 to appear on 27.11.2025 at 3:00 p.m. in Raipur in the office of Chief Secretary and petitioner No.2 appeared before the authority concerned after obtaining gate pass for appearing for the purpose of hearing. However, on that day no hearing could take place although as a matter abundant caution at the instance of respondent authorities and at their dictates, the petitioners submitted letter/representation dated 28.11.2025 on assurance being given that petitioners will be allowed to complete the work in question.
7. Mr. Sharma submits that the Apex Committee of respondent-Mission in its meeting dated 02.12.2025 under Agenda No. 1, has resolved to maintain the decision dated 20.12.2024, annexed with letter dated 17.2.2025 (Annexure P-4), which was already quashed by this Hon'ble Court, terminated the agreement in question under which the work in question is allotted to the petitioners and further, the petitioners have been blacklisted for a period of three years, in respect of all construction works of respondent Department. The aforesaid decision dated 02.12.2025 of the apex committee, communicated to petitioner vide

letter dated 2:1-2026 and 28.1.2026, is under challenge, which itself speaks volume about the arbitrariness on the part of respondent authorities and in which the orders passed by this Hon'ble Court have been utterly disregarded. After the impugned order, as stated above, and ignoring petitioners' most reasonable request of completion of work on making payment of work already performed by petitioners, the respondent authorities have since working in prejudicial manner as detailed above, invited tender No.333 dated 29.1.2026 for the balance work under risk and cost of petitioners herein and since such action is also arbitrary, illegal and affecting the petitioners' right under the agreement arrived at by and between the parties, despite there undertaking of completion of balance work, which is about 30% of work, as 70% has already been completed and noted by this Hon'ble Court also in its order passed in review petition filed by respondent State, Mr. Sharma submits that the NIT suffers from malice in law and malice in fact apart from in violation of constitutional, fundamental and other rights of petitioners. Mr. Sharma further submits that in light of the well settled proposition of law by the Apex Court in the matter of **Gorkha Security Services v. Government (NCT of Delhi)**, reported in (2014) 9 SCC 105, and **UMC Technologies Pvt. Ltd. v. Food Corporation of India**, reported in (2021) 2 SCC 551, the petitioners cannot be blacklisted.

8. Mr. Sharma further submits that in decision dated 2.12.2025, which is annexed along with letter dated 17.2.2025 (Annexure P-4), the respondent authority concerned has already taken a decision of not making any payment although stated that extent of work completed by petitioners be assessed but no payment be made and further a decision is taken that for completion of work, tenders are to be invited at the risk and cost of the tenderers and in the present case, at the risk and cost of

present petitioners. The respondents have inflicted punishment which comes within the purview of double jeopardy. At one hand, respondent authorities are themselves saying that part of work has been completed and remaining work is to be completed through other tenderer and for which assessment has to be made but no payment will be made to the tenderers like petitioners and balance work will be completed at the cost of petitioners. The action of not allowing the petitioners to complete remaining about 30% of work and further not making payment of about 70% work completed, without there being any fault on their part, as it cannot be said that other persons who joined or submitted experience certificate has not undertaken the same work and provided the petitioners a false certificate. In this regard also, no inquiry has been held and petitioners have not been communicated with any such document which show any fraud or forgery on the part of any person whosoever much private respondent herein. Mr. Sharma submits that the respondent No.6 against whom under Crime No.85/2025, offence under Section 420, 467, 468, 471 of IPC has been registered, and in which in case diary there exists two documents, one to the effect that respondent No.6 has completed the work and valid certificate of experience has been issued and at other place, it has been mentioned in communication that no such experience certificate has been issued. There exists element of doubt in respect of experience certificate and it cannot be out-rightly said that experience certificate submitted with the authorities is not given true impression for the work completed by respondent No.5 and valid issuance of certificate. The respondent authorities are working in the manner which comes within the purview of caprice and unreasonableness which is ante thesis to Article 14 of the Constitution of India, is writ large on the face of record. In this view of the

matter, there is need of interference by this Hon'ble Court. In respect of submission of false experience certificate in tenders process with different Departments of the State, some were treated as forged certificates and taking into consideration this aspect of the matter, in tenders an amendment has been incorporation in relevant Form and in case of prevailing provision, amended provision has been inserted. From perusal of the amended provision, it would be clear that respondent authorities have already taken a decision that if experience certificate etc. is found to be misleading, incorrect, false etc. then EMD for tender shall be forfeited and pre-qualification certificate shall be cancelled for one year but agreement shall not be revoked. One State authority cannot adopted two different views in their two different Departments and applying the analogy as stated above, it is submitted that in the case of petitioners, agreement ought not to have been revoked and in effect the petitioners were to be allowed to complete remaining work and payment thereof. The petitioners, at this juncture. reiterate that petitioners are ready to complete the balance work within the reasonable time allowed by respondent authorities or by this Hon'ble Court on receipt of the payment of completed work and after completion of remaining work balance payment thereof.

9. Mr. Sharma lastly submits that the petitioners have no other remedy except to approach this Hon'ble Court as in the NIT itself Clause 19, which deals with resolution of dispute, this Hon'ble Court has exclusive jurisdiction. The petitioners are entitled for all the relief claimed from this Hon'ble Court.
10. On the other hand, Mr. Praveen Das, placing reliance on the return filed, submits that the petitioners participated in the tender process and, in

order to qualify in the technical bid, submitted certain documents including a technical experience certificate. Upon evaluation of the bids, the petitioners were found to be technically qualified and consequently participated in the financial bid. Thereafter, the petitioners were declared as the successful bidder and, pursuant thereto, an agreement was duly executed in favour of the petitioner for execution of the work assigned under the contract. Upon verification from the authority purported to have issued the experience certificate, namely Respondent No. 6, it was found that the said authority had never issued such a certificate. It is a matter of record that certain works were earlier executed between the petitioners and Respondent No. 6 by way of a joint venture. The petitioners, however, relied upon a technical experience certificate allegedly issued by Respondent No. 6, M/s Vijay V. Salunkhe, and submitted the same in the tender process to qualify in the technical bid; nevertheless, verification from Respondent No. 6 revealed that no such certificate had in fact been issued by the said authority. The petitioners qualified the first stage of the tender process, i.e., the technical bid, on the basis of a document which, upon verification, was found not to be genuine but fake and fabricated. The said fact stood duly established by the concerned authority which was purported to have issued the certificate, namely the Municipal Corporation, Karad, District Satara, Maharashtra. It is an undisputed fact that the petitioners used a false and fake experience certificate to qualify in the technical bid and thereby secured the contract. It is a matter of record that in the instant petition, the petitioners have nowhere pleaded that the experience certificates relied upon by him are genuine or that the department has erroneously taken action by cancelling the tender and taking consequential decisions. In the light of the absence of any such averment in the present

petition as well as in the earlier round of writ proceedings registered as W.P.(C) No. 1263/2025, which came to be decided by the Hon'ble Court vide order dated 07.03.2025, it can safely be inferred that the petitioners had relied upon fake certificates to qualify in the tender process and ultimately succeeded in obtaining the contract. Such conduct on the part of the petitioners clearly justifies the action taken by the respondents, including cancellation of the tender and subsequent blacklisting. Upon detection of the use of fake experience certificates by the petitioners, appropriate proceedings were initiated and show-cause notices were issued not only to the petitioners but also to other contractors who were found to be involved in similar misconduct. The said show-cause notices came to be challenged before the Hon'ble High Court on the ground that the Department had already formed a predetermined opinion to take action against the petitioners and other similarly placed persons. Consequently, the Hon'ble Court, vide order dated 07.03.2025, was pleased to dispose of the writ petition and quash the show-cause notices. However, while doing so, the Hon'ble Court granted liberty to the State to take a fresh decision on its own merits after following due process of law. It is pertinent to note that the Hon'ble Court did not express any opinion on the merits of the allegations involved in the matter. Pursuant to the order passed by the Hon'ble Court, which was subsequently modified to a limited extent in Review Petition No. 393 of 2025, liberty was granted to the Apex Committee of the State Level Water and Sanitation Mission to consider the matter and proceed in accordance with law. In furtherance thereof, a letter dated 21.11.2025 (Annexure P-10) was issued to the petitioners calling upon them to appear in person before the Secretary, Public Health Engineering Department, Raipur on 27.11.2025 at 3:00 p.m. for personal hearing.

The petitioners appeared on 28.11.2025 and submitted their reply. In the entire representation submitted by the petitioners, there is not even a whisper of any averment that the documents submitted by him were genuine or that they were wrongly treated as fake and forged. On the contrary, the representation largely proceeds on the plea that the petitioners acted in good faith and requested that he be permitted to complete the remaining work and that the outstanding payments be verified and released, which aspect was examined by the Department. The petitioner's representation was duly considered by the Committee convened on 02.12.2025. The minutes of the meeting dated 02.12.2025 clearly establish that, pursuant to the directions of the Hon'ble Court passed in W.P.(C) No. 1263 of 2025 and connected batch matters, opportunity of personal hearing was afforded to all contractors, including the petitioners. It has been recorded that the contractors submitted their written as well as oral submissions on 28.11.2025; however, no new facts were brought on record in their representations. The petitioners were afforded full opportunity of hearing/personal hearing by the respondents. However, the petitioners have not denied that the certificates were not fake. Hence, it cannot be inferred that no opportunity of hearing was granted to the petitioners. The minutes further record a categorical observation that the contractors admitted that the documents submitted by them were fake and that they had also lodged reports before the concerned police station in that regard. Upon consideration of the material available on record, the Committee concluded that submission of fake documents had vitiated the entire tender process, as the tenderers stood disqualified on account of the said misconduct. The Committee also held that, the decision taken was duly justified and it upheld its earlier order/decision dated 20/12/2024

and decided to blacklist the contracts for a period of three years.

- 11.** Mr. Das further submits that a show-cause notice dated 03.09.2024 was issued to the petitioners, clearly stating that he had submitted an experience certificate purportedly issued by the concerned officer of the Municipal Corporation, Karad, District Satara, Maharashtra. The petitioners were specifically informed that the said certificates had been forwarded to the issuing authority for verification and confirmation regarding their genuineness. It was further intimated to the petitioners in the said notice that the competent authority of the Municipal Corporation, Karad, vide email dated 06.07.2024, had confirmed that the certificates purportedly issued on 25.06.2020 had not in fact been issued by the said authority. In view of the tender conditions which specifically prohibit submission of false and fabricated documents, the petitioners were called upon to show cause as to why appropriate proceedings should not be initiated against them, including the action of blacklisting for a period of three years. The petitioners were fully aware of the issuance of the aforesaid show-cause notice and duly responded to the same by submitting a reply dated 18.09.2024, wherein the petitioners primarily requested that no coercive action be taken against him, including termination of the contract or debarring/blacklisting for a period of three years. Apart from a bald assertion that the fake experience certificate purportedly issued by respondent No. 6 was not prepared at the behest of the petitioners, and a request that no adverse action be taken against them, the petitioners did not raise any contention that the show-cause notice suffered from illegality, arbitrariness or violation of principles of natural justice. The show-cause notice came to be issued only after the facts regarding submission of fake experience certificates surfaced and were duly confirmed by the competent authority, namely the Municipal

Corporation, Karad, District Satara, Maharashtra. The tender document specifically contains a stipulation providing for action in cases where a bidder is found to have played fraud upon the department by submitting false or fabricated documents, which stipulation has been categorically reproduced in the show-cause notice. The show-cause notice also records that the petitioners had furnished an undertaking declaring that all documents submitted by them were true and correct and that no material fact had been concealed. It was further stated in the said undertaking that the petitioners would be solely responsible in the event any submission was found to be fake or false and that necessary action, in accordance with the tender conditions, could be taken against them.

- 12.** Mr. Das further submits that the contention of the petitioners that it has completed the substantial/last portion of the work is vague, misleading and factually incorrect. In this regard, it is submitted that the petitioner was called for the purpose of conducting measurement of the work executed by him vide intimation dated 15.01.2025. Pursuant to the said intimation, the petitioners did not appear and the work executed by them was duly measured, examined and evaluated by the competent authorities. Upon such verification, it was found that in respect of the Dugga Batra Multi-Village Water Supply Scheme, the petitioner had completed only about 2.5% of the work assigned to it and was paid Rs. 18,25,762/- on 30.03.2024. His incomplete final bill was calculated as Rs. 54,64,650/-. Hence, the averment made in the writ petition that the petitioners have completed a substantial portion of the work, approximately 70%, is vague, baseless and contrary to the factual record. It is further submitted that after due computation of the amount payable to the petitioner in terms of the agreement, necessary steps shall be taken by the department to process and release payment for the

work actually executed by the petitioner, in accordance with law and the terms of the contract. In the given circumstances, respondents have issued NIT for completion of balance work.

- 13.** Mr. Das next submits that the agreement executed between the petitioner and the respondent authorities contains an arbitration/dispute resolution clause, namely Clause 29, which provides that any dispute arising out of or relating to the contract is to be referred to the Superintending Engineer in the manner prescribed therein for adjudication and redressal. The petitioners have an alternative and efficacious remedy available under the said Clause 29 to agitate their grievances relating to the contract, including issues concerning execution of work, measurement, bills and payments. In view of the availability of such alternate remedy, the present writ petition, insofar as it pertains to contractual disputes, is not maintainable and deserves to be dismissed on this ground alone. The present case pertains to submission of fake documents by the petitioner not only in the instant contract but also for obtaining several other contracts. It is submitted that, in all, the petitioner secured as many as five contracts on the strength of fake documents, which enabled him to qualify in the technical bid by projecting false technical experience. It is a settled principle of law that an act of fraud or cheating vitiates all subsequent proceedings. Once it is established that the petitioners secured the contract on the basis of false and fabricated documents, the petitioners cannot claim any equity, protection or immunity in the matter. Accordingly, the respondents have rightly terminated the contract issued to the petitioner, as the entire tender process stood vitiated on account of the petitioners' fraudulent conduct, rendering the continuation of the contract legally unsustainable. The authorities initiated action only after the documents

submitted by the petitioners were forwarded to the competent authority, which was purported to have issued the certification, for verification and confirmation. Upon receipt of the report from the Municipal Corporation, Karad, confirming that the certificates were not issued by it, the competent authority rightly proceeded to take appropriate action strictly in accordance with law and the tender conditions.

- 14.** Mr. Das, lastly submits that although separate returns have not been filed in the remaining writ petitions specifically traversing the pleadings therein, the facts and issues involved in all the petitions being similar, the return filed by the State in WPC No. 778/2026 would suffice and the same be treated as the return in the connected matters as well, and all these petitions be dismissed as being devoid of merit.
- 15.** Mr. Sharma, placing reliance on the rejoinder filed, submits that in the return filed by respondent No.1 to 3- State authorities, there is nothing against petitioners and in such circumstances, when the respondent authorities have failed to state any substantial ground by which relief claimed by petitioners can be denied and for this reason, the petitioners say and submit that their writ petition deserve to be allowed. The entire return revolves around only one aspect of the matter i.e. alleged use of fake experience certificate of respondent No.6-Vijay V Salunke, by the petitioners and averment has been made in this regard in various paras are sheet anchor of defence of respondents. Mr. Sharma submits that the respondents in their return further state about the reply of petitioners herein "that the fake experience certificate purportedly issued by respondent No.6 was not prepared at the behest of petitioners and requested that no adverse action be take against them". This fact speaks volume about the contention of the petitioners that they have

relied upon the certificate and submitted the same along with tender and there is no reason not to rely upon the certificate prima facie appears to be issued by respondent authority i.e. Municipal Corporation Karad District Satara (Maharashtra). Regarding this aspect of the matter, if the averments made by the petitioners herein in writ petition are perused particularly averments made in Para 8.20, it would be clear to this Hon'ble Court that the contention raised by petitioners has substance that certificate produced along with tender is or may be a genuine certificate as the criminal court concerned has found that there exists two contradictory information regarding experience certificate and in this view of the matter only, the Court concerned has reached to the conclusion that there exists a doubt in respect of alleged production of fake certificate and the Court itself has extended benefits of pre-arrest bail to respondent Vijay V Salunke. This fact speaks volume about fairness on the part of petitioners herein. Keeping in juxtapose Annexure R-1 (Page No.11 of return) and Annexure P-14 (Page 110 of petition) it is clear that there exists doubt in respect of genuineness of experience certificate or in other words, when there exists two contradictory information in record, one supporting case of petitioners, it cannot be said that petitioners have acted in the manner which entitles the respondent authorities to take an action of inflicting penalty of civil death by blacklisting petitioners for a period of three years and also terminating the contract entered into between the parties, particularly in respect of technical work relating to which petitioners have joined hands with respondent No.6 in order to obtain and complete the work of design, drawing, construction, testing and commissioning of collecting well etc. The respondent authorities in their return have stated that in tender document there exists a stipulation providing for action in case where

the bidder is found played fraud upon the Department by submitting false and fabricated documents. Mr. Sharma submits that the averments made herein above about two contradictory information, one has been relied upon by respondent authorities in order to blacklist and terminate the contract, but there exists yet genuineness regarding another information experience certificate and benefit flowing from that certificate has not been extended for the reason best known to the State authorities. The petitioners are further fortified in submitting before this Hon'ble Court that genuine certificate has been submitted about experience of M/s Vijay V Salunke (respondent No.6) and it appears that respondent authorities are suppressing the fact of receipt of the letter dated 17.10.2024 by which in categorical terms the office of Municipal Council Karad has given seal of approval to the experience certificate issued to respondent No.6 vide letter dated 17.10.2024. When the case of respondents itself exists in doll drums, it cannot be said that respondent authorities have acted in a reasonable manner and may be permitted to act in the matter as pleaded by petitioners in their petition with arbitrariness and in violation of petitioners' fundamental and constitutional rights. The respondent authorities have invited tender on risk and cost basis for completion of balance work, valued the same at Rs.2067.90 Lakhs as on 29.1.2026 and in respect of work allotted to the petitioners about three years back, probable value of tender was Rs.2114.23 Lakhs and this fact itself prove the fact that petitioner has completed major part of the work and therefore even after three years the value of work comes to Rs.2067.90 Lakhs. Thus, there is some substance in averments made by the petitioners about their completion of work to a large extent. After dealing with sheet anchor of defence of respondent authorities about alleged fake and forged certificate and

bringing on record evidence of sterling character i.e. order of the Court below extending benefit of pre-arrest bail stating therein existence of genuine certificate, now the petitioners will deal with other aspect of the matter i.e. of completion of major part of the work.

- 16.** Mr. Sharma further submits that for carrying out the work of design, drawing, construction, testing, commissioning of collecting well capacity 300KL with canal intake etc. as stated in tender inviting noticee, Annexure P-1, which has been stated to be PAC of Rs.2114.23 Lakhs, petitioners have purchased the material i.e. 250mm PVC pipes amounting to Rs.54,30,630/- after acceptance of the tender and paid the said amount under different bills. Further the petitioners have purchased TMT Bar, Binding Wires, MS Pipes, GC Coil, clamp, angle, MS Square, and total value of goods purchase comes to Rs.7-8 Crore approximately. Thus it is clear that for completion of work in question petitioners have purchased the aforementioned materials, the work was undergoing, all aforementioned materials were dumped either in the site or godown near the site and regarding this aspect of the matter also, the respondent authorities are aware but they have deliberately avoided giving reference of all these purchases made by petitioners for completion of work. In respect of completion of work, petitioners have also made calculation and prepared a chart showing percentage of work against budgeted tender value and so far as present tender is concerned i.e. agreement No.121/DL/2023-2024 under NIT No.333 dated 29.1.2026, petitioners have completed 52.14% of work. Thus, it is clear that there is some substance in contention of petitioners regarding extent of work completed and entitlement of payment thereof under the said agreement. Mr. Sharma draws attention towards the chart annexed with the rejoinder in which there are averments made in respect of other two

agreements regarding which separate agreement Np. 120/DL/2023-2024 of Surajpur Gangikot Kenapara of which the petitioners have completed 43.4% of work under the agreement and under Agreement No. 122/DL/2023-2024 of Surajpur Runiyadih, petitioners have completed 51.68% of the work against budgeted tender value. These averments are being made for the reason that petitioners have filed other writ petitions in which also the petitioners have made averments of completion of work and of which no reply has been filed by respondent authorities despite issuance of notice in this regard.

17. Mr. Sharma submits that the respondent authorities have not placed on record true and real facts or twisting the facts for their benefit. When the respondents state about arbitration clause in paragraph 12 of their return, the respondent authorities have deliberately not stated about relevant clauses of agreement, particularly Clause 29, and clause 19 relating to jurisdiction of the Court. Clause 19 provides that any dispute arising out of the contract shall be subject to the jurisdiction of Hon'ble High Court of Chhattisgarh. Further, from a bare perusal of Clause 29, it would be clear that it deals with all questions and disputes during the progress completion/abandonment and on of work or such occurrence giving authority to Superintending Engineer to give his written instruction within 60 days and the parties were bound to comply written instruction or decision promptly. Further, aggrieved party may prefer appeal before the Executive Engineer and Clause VIII speaks volume about the scope of arbitrator which states that a reference to the arbitrator shall be no ground for continuing the work on the part of the contractor and payment as per terms and conditions of agreement shall be continued by the department. Thus, the scope of this arbitration clause, as is appears, deals with disputes and difference if arise during pendency of contract,

the same may be settled by referring the same to the superior officers and the same is no ground not to continue the work and so far as the dispute as raised before this Hon'ble Court, is not covered under the said agreement clause, rather said clause supports the case of petitioners as the petitioners are ready and willing to complete the work, subject to making payment at the rate agreed upon by the parties under the said agreement. Substance of averments made herein is that said arbitration clause has no relevance keeping in mind the dispute raised before this Hon'ble Court about blacklisting and termination of contract because Clause 29 deals with the dispute between the parties will be settled by various wings of the Department so that completion of work may not be hampered. In this view of the matter it cannot be said that the defence raised by respondents in their return has any substance. So far as the contention of the respondents regarding conducting measurement is concerned, the same is an ex-parte one and no reason has been assigned for saying completion of 2.5% of the work assigned to petitioners. However, interesting fact is that the petitioner has been paid as per respondents themselves and amount of Rs. 18,25,762/- and further in ex-parte valuation final bill has been calculated at Rs.54,64,650/-. The description as given in Annexure R-5 does not deal with the aspect of purchasing the materials for steel work, GI barbed wire, and purchases made in this regard of the materials for which bills have been submitted and enclosed herein above.

- 18.** Mr. Sharma lastly submits that now before this Hon'ble Court there are two versions, one of the petitioners of submitting genuine documents while participating in tender process or relying on the documents appear to be issued by a State authority and there appears to be no reason to doubt in respect of experience certificate of a State instrumentality i.e.

Municipal Council Karad, and another version is of respondent authorities of deliberate submission of forged certificate for obtaining the work and for which the respondent authorities are relying upon certain letters which have been falsified by the order passed by criminal court below in which during course of investigation, the police authorities have found that letter dated 17.10.2024 by which the office of Municipal Council Karad has certified issuance of experience certificate and weighing respective cases of the parties. the contention of the petitioners is that balance is tilting towards the petitioner and for this reason when the sheet anchor of the defence of the respondent authorities suffers from deficiency or shortage and in preponderance of probabilities, the case of petitioners lie in high pedestal and further when the petitioners are ready to complete the work at the same cost although at the risk of suffering some loses due to price etc., it would be in the interest of justice that petitioners be allowed to complete the work within the time framed allowed by this Hon'ble Court and other consequential orders be passed of terms of payment etc. in the interest of justice.

- 19.** We have heard learned counsel for the parties at length and perused the pleadings, documents placed on record and the rival submissions advanced.
- 20.** Before adverting to the rival contentions on merits, it is apposite to note that the earlier round of litigation culminating in order dated 07.03.2025 in WPC No.1263/2025 had quashed the show-cause notices primarily on the ground of pre-determination and directed the respondents to take a fresh decision in accordance with law. The said order was substantially affirmed in writ appeal and thereafter modified only to a limited extent in review, whereby liberty was expressly reserved in favour

of the competent authority to reconsider the matter after affording due opportunity to the petitioners. Thus, the respondents were required to undertake a fresh, independent and unbiased decision-making exercise.

21. The record placed before this Court indicates that pursuant to the aforesaid liberty, notice dated 21.11.2025 was issued to the petitioners to appear for personal hearing before the competent authority on 27.11.2025. The petitioners admittedly appeared on 28.11.2025 and submitted written representation. The minutes of the Apex Committee meeting dated 02.12.2025 (Annexure P-12) record that the submissions of the contractors, including the present petitioners, were considered. Therefore, the contention of denial of opportunity cannot be accepted in the facts of the present case. Mere dissatisfaction with the outcome of the decision does not establish breach of principles of natural justice. The core allegation against the petitioner(s) is submission of a false or fabricated experience certificate purportedly issued by respondent No.6, on the strength whereof the petitioners qualified in the technical bid and secured the contract. The respondents have relied upon verification obtained from the issuing authority, namely the Municipal Council, Karad, which categorically stated that no such certificate had been issued. The petitioners, on the other hand, seek to rely upon certain subsequent communications and the pendency of criminal proceedings to contend that there exists doubt regarding genuineness of the certificate.

22. It is settled law that in tender matters, submission of false information or forged documents strikes at the root of the bidding process and vitiates the contract itself. Once the eligibility of the bidder is found to have been secured on the basis of misrepresentation or false documentation, the

employer is justified in cancelling the contract and taking consequential action including blacklisting. The sanctity of public procurement cannot be compromised. In the present case, the petitioners have not placed any conclusive material before this Court establishing that the experience certificate relied upon by them was in fact issued by the competent authority. On the contrary, the contemporaneous verification obtained by the respondents from the alleged issuing body denied issuance of the certificate. The subsequent criminal proceedings or grant of anticipatory bail to Respondent No.6 do not *ipso facto* validate the certificate or exonerate the petitioners in contractual law. The standard of proof in criminal proceedings and administrative tender matters is distinct. The submission of the petitioners that they acted bona fide relying upon Respondent No.6 also cannot absolve them. The tender conditions specifically required bidders to ensure authenticity of documents submitted and contained an undertaking that false submissions would entail termination and blacklisting. Having derived benefit of technical qualification on the basis of such certificate, the petitioners cannot now disown responsibility. Once the contract itself stood vitiated on account of ineligibility of the petitioners at the threshold stage, the respondents were justified in terminating the agreement and proceeding to re-tender the balance work at the risk and cost of the petitioners in terms of the tender conditions. Such action cannot be termed arbitrary or unjust.

- 23.** The next question pertains to the proportionality and sustainability of the penalty of blacklisting imposed upon the petitioners for a period of three years. It is well settled that blacklisting has serious civil consequences, as it debars a contractor from participating in future government tenders and adversely affects its business reputation and livelihood. Therefore,

such action must satisfy the tests of fairness, proportionality and reasoned decision-making.

- 24.** In the present case, the material on record shows that the respondents proceeded on the premise that the experience certificate relied upon by the petitioners was not genuine, based primarily on verification from the alleged issuing authority. However, the record also discloses that the petitioners had, from the inception, taken the stand that the certificate had been furnished to them through Respondent No.6 and that they were unaware of any defect in its issuance. The matter is also the subject of criminal proceedings, and the role and culpability of the parties in relation to the certificate is yet to attain finality. Significantly, the impugned decision of the Apex Committee does not record any independent finding that the petitioners themselves fabricated or knowingly submitted a forged document.
- 25.** The distinction between a bidder who intentionally furnishes a forged certificate and one who relies upon a document later found defective is material for the purpose of determining the proportionality of blacklisting. The impugned order proceeds on assumption rather than a clear finding of *mens rea* or deliberate misrepresentation attributable to the petitioners. It is equally relevant that the respondents have themselves treated the issue as one involving disputed facts requiring criminal investigation. In such a situation, imposition of the extreme measure of blacklisting for three years, without a conclusive determination of intentional wrongdoing by the petitioners, cannot be said to satisfy the requirement of proportionality. Administrative action having stigmatic and exclusionary consequences must be founded on clear and established culpability. This Court is therefore of the view that while the

respondents were justified in protecting the sanctity of the tender process by cancelling the contract once the eligibility document became doubtful, the further step of blacklisting the petitioners for three years travels beyond what was necessary in the circumstances of the case. Termination of the contract itself neutralized any advantage derived from the questioned certificate. In absence of a definitive finding of fraud or conscious misrepresentation by the petitioners, the penalty of blacklisting cannot be sustained.

26. The Supreme Court, **Gorkha Security Services** (supra), has described blacklisting as being equivalent to the civil death of a person because blacklisting is stigmatic in nature and debars a person from participating in government tenders thereby precluding him from the award of government contracts. It was held thus:

“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 principle has been reiterated by the Supreme Court in **UMC Technologies Pvt. Ltd.** (supra), which reads as under:

“14. Specifically, in the context of blacklisting of a person or an entity by the state or a state corporation, the requirement of a valid, particularized and unambiguous show cause notice is particularly crucial due to the severe consequences of blacklisting and the stigmatization that accrues to the person/entity being

blacklisted. Here, it may be gainful to describe the concept of blacklisting and the graveness of the consequences occasioned by it. Blacklisting has the effect of denying a person or an entity the privileged opportunity of entering into government contracts. This privilege arises because it is the State who is the counter party in government contracts and as such, every eligible person is to be afforded an equal opportunity to participate in such contracts, without arbitrariness and discrimination. Not only does blacklisting takes away this privilege, it also tarnishes the blacklisted person's reputation and brings the person's character into question. Blacklisting also has long-lasting civil consequences for the future business prospects of the blacklisted person."

- 28.** Accordingly, for the reasons recorded hereinabove, the impugned decision dated 02.12.2025 of the Apex Committee is liable to be interfered with in part. While the respondents were within their authority to annul the contract and proceed with re-tendering after the eligibility document relied upon by the petitioners was found doubtful, the further direction debarring/blacklisting the petitioners for a period of three years cannot be sustained in law for want of a clear and conclusive finding of deliberate fraud or intentional misrepresentation attributable to the petitioners. The penalty of blacklisting imposed upon the petitioner(s), being disproportionate in the facts of the cases, therefore deserve to be and is accordingly set aside.
- 29.** Insofar as the remaining claims of the petitioners relating to continuation of the contract, completion of balance work, payment of alleged dues, valuation of work executed, or any other contractual consequences are concerned, the same arise out of and are governed by the terms of the agreement executed between the parties. Such disputes involve examination of contractual obligations, measurements, bills and factual determinations which fall outside the limited scope of judicial review under Article 226 of the Constitution of India, particularly when the

contract itself provides a specific dispute-resolution mechanism. The petitioners are at liberty to take recourse to the competent jurisdictional Civil Court or by invoking the arbitration/dispute resolution mechanism provided in the agreement, in accordance with law. All rights and contentions of the parties in that regard are left open.

30. As a result, all the above petitions stand **partly allowed**. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
JUDGE

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE

Head Note

An order of blacklisting a tenderer has serious civil consequences, as it debars him from participating in future tenders and adversely affects its business reputation and livelihood. Therefore, such action must satisfy the tests of fairness, proportionality and reasoned decision-making.