



2026:CGHC:6501-DB

**NAFR****HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 412 of 2026**

Natwar Lal Agrawal S/o Shri Harikishan Agrawal Aged About 64 Years  
R/o Durga Medical , Gharghoda, District- Raigarh (C.G.)

**... Petitioner****versus**

**1** - State of Chhattisgarh Through The Secretary, Department of Health  
And Family Welfare, Mahanadi Bhawan, Mantralaya, Naya Raipur, Atal  
Nagar, District- Raipur (C.G.)

**2** - Chhattisgarh Medical Service Corporation Ltd. Through Its Managing  
Director, Commercial Premises 4th Floor, Sector- 27 Naya Raipur Atal  
Nagar, Raipur, District- Raipur, (C.G.)

**3** - Hitesh Suryvani S/o Jarachand Suryvani R/o Durga Chowk Main  
Road Pendra District- Gaurela - Pendra - Marwahi Chhattisgarh

**... Respondents**

(Cause-title taken from Case Information System)

For Petitioner	:	Mr. Ashutosh Mishra, Advocate
For Respondent No.1	:	Mr. Shaleen Singh Baghel, Government Advocate
For Respondent No.2	:	Mr. Raghvendra Pradhan, Advocate
For Respondent No.3	:	Mr. Jitendra Pali, Advocate

**Hon'ble Shri Ramesh Sinha, Chief Justice**  
**Hon'ble Shri Ravindra Kumar Agrawal, Judge**

**Order on Board**

**Per Ramesh Sinha, Chief Justice**

**05.02.2026**

1. Heard Mr. Ashutosh Mishra, learned counsel for the petitioner. Also heard Mr. Shaleen Singh Baghel, learned Government Advocate, appearing for State/respondent No.1, Mr. Raghvendra Pradhan, learned counsel appearing for respondent No.2 as well as Mr. Jitendra Pali, learned counsel appearing for respondent No.3.
2. The present petition has been filed by the petitioner with the following relief(s):-

*“10.1. Issue a writ of certiorari or any other appropriate writ, order or direction quashing the action of the respondents in disqualifying the petitioner's bid and in awarding the contract under Tender No. 176873 dated 23.09.2025 to Private Respondent;*

*10.2. Issue a writ of mandamus directing the respondents to open and evaluate the petitioner's financial bid and to finalize the tender strictly in accordance with law and the tender conditions;*

*10.3. Pass any other order(s) or direction(s) as this Hon'ble Court may deem fit and proper in the interest of justice.”*

3. Brief facts of the case, in a nutshell are that the petitioner is a B-Class registered civil contractor, regularly engaged in execution of Government construction works through participation in public

tenders floated by various State authorities. Respondent No.1 – *Chhattisgarh State Medical Services Corporation Limited* invited an e-tender dated 23.09.2025 for the work of “*Construction of Primary Health Care Centre Kotba to 50-Bedded Hospital at Block Patthalgaon, District Jashpur including Internal Water Supply, Sanitary Fittings and Electrification Works*”, bearing Tender No. 176873, with an estimated project cost of ₹400.98 lakhs. The bid submission period commenced on 30.09.2025 at 17:30 hours and closed on 23.10.2025 at 17:30 hours, with the scheduled date for opening of bids fixed as 24.10.2025. The petitioner, strictly in accordance with the tender terms and conditions, duly submitted his bid on 13.10.2025, along with all requisite documents, certificates and eligibility credentials. The petitioner quoted 9.9% below the estimated cost, thereby offering the most competitive and financially advantageous bid to the State.

4. However, on 05.01.2026 at about 17:14:14 hours, when the financial bids were opened, it was reflected on the portal that one Hitesh Suryvanshi was declared the lowest bidder with a quoted rate of 9.2200% below, despite the petitioner having quoted 9.9% below, which was lower and more beneficial to the Government. To the utter shock and surprise of the petitioner, it was revealed that the financial bid of the petitioner was never opened at all, despite being the lowest bidder.

5. Later on the same day, i.e., 05.01.2026 at around 05:40 PM, the petitioner received an email from the respondent-department stating that his bid had been disqualified/rejected on the vague and cryptic ground that “clarification has not been given by the bidder”.
6. It is further pertinent to mention that the petitioner had also participated in another tender of the same department bearing Tender No. 176875 for the work of *Construction of Staff Quarters at 100-Bedded MCH Building, Raigarh District*, which was submitted on the very same date, i.e., 13.10.2025, using the same set of documents, certificates and eligibility credentials. In the said Tender No. 176875, the petitioner’s bid was found technically valid, his financial bid was opened, and he was not disqualified, thereby clearly establishing that the documents submitted by the petitioner were complete, valid and fully in consonance with the tender conditions. The selective and unexplained rejection of the petitioner’s bid in Tender No. 176873, while accepting the very same documents in Tender No. 176875, exposes the arbitrary, discriminatory and mala fide approach of the respondent-authorities.
7. Due to the illegal exclusion of the petitioner, the respondents have awarded the contract to a higher bidder, causing direct financial loss to the public exchequer, unjust enrichment to Respondent No.3, and grave prejudice to the petitioner.

8. Mr. Ashutosh Mishra, learned counsel for the petitioner submits that the petitioner had quoted 9.9% below the estimated cost, which was demonstrably lower and more beneficial to the public exchequer than the quote of the private respondent at 9.2200% below; yet, in a wholly arbitrary manner, the petitioner's financial bid was deliberately not opened, thereby defeating the very object and purpose of fair, transparent and competitive public tendering. It is submitted that the rejection of the petitioner's bid on the vague and cryptic ground that "clarification has not been given by the bidder" is legally unsustainable, as no notice, query, deficiency memo or opportunity of explanation was ever afforded to the petitioner prior to such rejection. It is further contended that the respondents have acted in a discriminatory and arbitrary manner by accepting the very same set of documents and eligibility credentials submitted by the petitioner in Tender No.176875, while rejecting them in Tender No.176873 without any rational, reasonable or lawful basis, thereby squarely violating Article 14 of the Constitution of India. The impugned disqualification is not supported by any reasoned or speaking order and fails to disclose what clarification was allegedly required or in what manner the petitioner was found deficient, rendering the decision opaque, arbitrary and unsustainable in law.
9. Mr. Mishra further submits that public authorities conducting tenders are bound by the constitutional mandate of fairness, transparency, equality and non-arbitrariness, and the respondents'

action in excluding the lowest valid bidder and awarding the work to a higher bidder is ex-facie contrary to settled principles governing public contracts and the doctrine of level playing field. The illegal exclusion of the petitioner has resulted in avoidable loss to the State exchequer and undue enrichment of the private respondent, and the impugned action suffers from clear non-application of mind, arbitrariness and favouritism, warranting interference by this Court in exercise of its extraordinary writ jurisdiction under Article 226 of the Constitution of India.

- 10.** On the other hand, Mr. Shaleen Singh Baghel, learned Government Advocate, appearing for the State/respondent No.1 opposes the submissions of learned counsel for the petitioner and submits that mere submission of a lower financial quote does not confer any vested or indefeasible right upon the petitioner to have his bid accepted or even opened, and the tendering authority is fully empowered to reject a bid found technically non-responsive in terms of the tender conditions. It is submitted that the petitioner failed to furnish the requisite clarification as required under the tender process, and therefore his bid was rightly disqualified at the technical stage. The decision was taken in a bona fide manner, strictly in accordance with the tender terms, without any arbitrariness, discrimination or mala fides. It is further submitted that acceptance of the petitioner's documents in another tender cannot be treated as determinative for the present tender, each tender being an independent process. In view of the limited scope

of judicial review in contractual and tender matters, no interference under Article 226 of the Constitution of India is warranted.

- 11.** Mr. Raghvendra Pradhan, learned counsel appearing for respondent No.2 submits that the writ petition is liable to be dismissed at the threshold, as the petitioner has neither challenged the final disqualification communication dated 05.01.2026 nor sought any relief for quashment thereof. It is submitted that the petitioner was duly intimated, first vide email dated 04.12.2025, to furnish clarification regarding non-submission and non-disclosure of mandatory details in Annexure A-2, and thereafter vide communication dated 05.01.2026, informing him that in the absence of response, his bid had been found technically unresponsive and ineligible. Despite due opportunity, the petitioner deliberately failed to respond, and therefore no illegality can be attributed to the respondents.
- 12.** Mr. Pradhan further submits that the petitioner has suppressed material facts and made false averments before this Court by alleging that no opportunity was granted. On the contrary, all communications were sent to the email ID expressly furnished by the petitioner himself in the bid documents, strictly in terms of Clause 6 under the "Note" in the tender conditions. The petitioner's own documents reveal that Annexure A-2 was left blank ("nirank"), unsigned, and misleading, despite the petitioner

having ongoing works with the PWD department, rendering the consequential Annexure A-3 affidavit defective and false. Such suppression and misrepresentation disentitle the petitioner to any equitable relief under Article 226.

13. It is further submitted by Mr. Pradhan that reliance on acceptance of documents in Tender No.176875 is wholly misconceived, as negative parity cannot be claimed, each tender being an independent process evaluated by separate technical committees, particularly where bid capacity and ongoing commitments materially affect eligibility. The petitioner cannot seek to cure his own defects by relying upon an alleged lapse in another tender.
14. Mr. Pradhan also submits that the work in question relates to construction of a hospital, an infrastructure project, in respect of which a work order has already been issued on 28.01.2026. In view of Section 41(ha) of the Specific Relief Act, 1963, as well as settled law laid down by the Hon'ble Supreme Court in **NG Projects Limited v. Vinod Kumar Jain & Ors., (2022) 6 SCC 127, Tata Motors Limited v. Brihan Mumbai Electric Transport Supply & Undertaking (BEST) & Ors., (2023) 19 SCC 671** and **Galaxy Transport Agencies v. New J.K. Roadways & Anr., (2021) 16 SCC 808**, no interference is warranted at this advanced stage in the absence of mala fides or perversity. The petitioner, having approached this Court without clean hands and after remaining unresponsive during the tender process, is not entitled

to any relief and the petition deserves dismissal.

- 15.** Mr. Jitendra Pali, learned counsel appearing for respondent No.3 submits that he adopts in toto the reply filed by respondent No.2 – Chhattisgarh Medical Services Corporation Limited – and denies all allegations levelled by the petitioner with regard to the allotment of the tender and award of work in favour of the answering respondent. It is submitted that the answering respondent participated in the tender process, was found technically qualified, emerged as the successful lowest bidder, and thereafter a work order dated 28.01.2026 was lawfully issued in its favour, pursuant to which an agreement was also executed on the same date. The tender process has thus attained finality and the contract has progressed substantially.
- 16.** Mr. Pali further submits that the petitioner has approached this Court after suppressing material facts, particularly with regard to its own ineligibility. As per Annexure-A/2, the petitioner was mandatorily required to disclose details of ongoing works and existing commitments, supported by an affidavit under Annexure-A/3. However, the petitioner deliberately mentioned the details as “*nirank*”/blank despite admittedly having ongoing works with the PWD Department. Further, Annexure-A/2 was left unsigned, rendering the consequential affidavit under Annexure-A/3 defective and misleading. On this ground alone, the rejection of the petitioner’s bid was just, proper and in accordance with law.

17. It is submitted by Mr. Pali that suppression of such material facts disentitles the petitioner to any equitable relief under Article 226 of the Constitution of India. Reliance is placed on the judgment of the Hon'ble Supreme Court in ***K. Jayaram v. Bangalore Development Authority, (2022) 12 SCC 815***, wherein it has been categorically held that a writ petitioner must approach the Court with clean hands and that suppression of material facts is sufficient ground for dismissal of the petition at the threshold.
  
18. Mr. Pali contends that the project in question pertains to construction of a 50-bedded hospital, which squarely falls within the ambit of an infrastructure project. In view of Section 41(ha) of the Specific Relief Act, 1963, no injunction or interference is permissible which may impede or delay such infrastructure projects. Strong reliance is placed upon the decisions of the Hon'ble Supreme Court in ***NG Projects Ltd.*** (supra), ***Tata Motors Ltd.*** (supra) and ***Galaxy Transport Agencies*** (supra), which consistently caution constitutional courts against interference in tender matters, especially after issuance of work order, in the absence of mala fides or perversity. It is therefore submitted that the instant writ petition, being devoid of merits, suffering from suppression of material facts, and seeking interference in a concluded infrastructure contract, deserves to be dismissed at the threshold in the interest of justice and public interest.

- 19.** By filing a rejoinder-affidavit, Mr. Mishra, learned counsel for the petitioner, submits that the communication relied upon by respondent No.2 vide letter dated 05.01.2026 was never properly served upon the petitioner. It is submitted that the entire bid submission process, including all prior communications, was undertaken through the email ID natwarlalagrawal2@gmail.com, which was consistently used by the respondents for tender-related correspondence. However, the crucial communication seeking clarification regarding Annexure-A/2 was deliberately sent to a different email ID, namely vineshagrawal12@gmail.com, which was not used for submission or correspondence during the tender process. Such selective communication clearly discloses mala fide intention on the part of Respondent No.2 aimed at excluding the petitioner and accommodating the private respondent. He further submits that the objection raised by Respondent No.2 regarding non-challenge to the disqualification communication dated 05.01.2026 is misconceived. The relief sought in the writ petition specifically assails the action of disqualification of the petitioner and the consequential award of contract under Tender No.176873 dated 23.09.2025, which necessarily includes and subsumes the impugned communication.
- 20.** It is further submitted by Mr. Mishra that the allegation regarding suppression of ongoing works is factually incorrect and misleading. Though reliance is placed upon a work order allegedly issued on 06.10.2025, the same was neither communicated nor

delivered to the petitioner prior to 13.10.2025, the date of submission of bid. The petitioner was thus wholly unaware of the issuance of the said work order. The receipt evidencing dispatch and delivery of the work order dated 06.10.2025 is annexed as ANNEXURE P/8, which clearly establishes that no ongoing work existed as on the date of bid submission. He submits that the expression “ongoing work” necessarily implies actual execution and physical commencement of work at site, and not a mere issuance of a Letter of Acceptance or formation of a contract. As on 13.10.2025, no work had commenced on the ground, and therefore the petitioner’s disclosure of “nil / nirank” was true, bona fide and in conformity with the tender requirements.

- 21.** It is contended by Mr. Mishra that despite alleging defects in the bid documents, respondent No.2 has itself assessed the bid capacity of the petitioner in accordance with Appendix-I of the tender document, which demonstrates that the petitioner had complied with all prescribed parameters and eligibility conditions. He further submits that the explanation offered by Respondent No.2 with respect to Tender No.176875 is wholly untenable. The petitioner’s bid having been accepted for technical evaluation under the said tender using identical documents exposes the arbitrary and discriminatory conduct of respondent No.2 in selectively excluding the petitioner in the present tender, solely to prevent him from participating in the financial bid despite being the lowest bidder.

- 22.** In view of the aforesaid submissions, the pleadings on record, and the clear arbitrariness demonstrated by the respondents, Mr. Mishra, learned counsel appearing for the petitioner submits that the writ petition deserves to be allowed with consequential reliefs.
- 23.** We have heard learned counsel appearing for the parties at considerable length and have bestowed our anxious consideration to the pleadings, the rejoinder-affidavit, and the documents placed on record.
- 24.** From a careful scrutiny of the record, it emerges that the petitioner's bid was rejected at the technical stage on the ground of alleged non-submission of clarification in respect of Annexure-A/2. However, it stands demonstrably established that the said communication seeking clarification was dispatched by respondent No.2 to an e-mail address which was neither disclosed by the petitioner for the purposes of submission of the bid nor used at any stage of the tender process. On the contrary, all correspondence prior thereto, including communication relating to submission of the bid and other tender-related information, had admittedly been exchanged through a different e-mail ID of the petitioner. No satisfactory explanation has been offered by respondent No.2 as to why, in deviation of its own consistent course of conduct, the most crucial communication—having serious civil consequences—was sent to an unrelated e-mail address. Such a lapse, in the opinion of this Court, cannot be

termed as a mere procedural irregularity but reflects a failure to adhere to the basic standards of fairness and transparency expected of a public authority.

- 25.** The record further reveals that the petitioner had quoted 9.9% below the estimated cost, which was more competitive and financially advantageous to the State exchequer as compared to the quote of the private respondent at 9.2200% below. The petitioner, therefore, prima facie stood as the lowest bidder. Exclusion of such a bidder at the technical stage, without affording him a fair and effective opportunity to clarify the alleged deficiency, strikes at the very root of the object of competitive public tendering, namely, securing the best value for public money through a transparent and non-discriminatory process.
- 26.** This Court also finds substance in the grievance of the petitioner that the same set of documents and eligibility credentials were accepted by respondent No.2 in Tender No.176875, whereas the very same were rejected in Tender No.176873, without any cogent, rational or intelligible basis. Such differential treatment, in the absence of a reasoned justification, clearly attracts the vice of arbitrariness and offends the mandate of Article 14 of the Constitution of India. The impugned disqualification is further vitiated by the absence of a reasoned or speaking order, as neither the precise nature of the alleged deficiency nor the clarification purportedly required from the petitioner has been

disclosed on record.

- 27.** As regards the contention relating to non-disclosure of ongoing works, this Court notes that the work order relied upon by respondent No.2 is stated to have been issued on 06.10.2025 and, as per the material placed on record, was not communicated to the petitioner as on the date of submission of the bid in question. In any case, mere issuance or acceptance of a bid or a work order, without commencement of actual execution at site, cannot ipso facto be equated with an “ongoing work” in its strict and practical sense, unless the tender conditions expressly provide otherwise. The action of respondent No.2, therefore, also suffers from non-application of mind to the factual position prevailing on the relevant date.
- 28.** It is trite law that although the scope of judicial review in tender matters is limited and the Court does not sit as an appellate authority over administrative decisions, the Court is nonetheless duty-bound to examine the decision-making process to ensure that it is free from arbitrariness, mala fides, discrimination and procedural impropriety. In the present case, the manner in which the petitioner has been excluded from consideration reveals a clear infraction of the principles governing fair play in public procurement and the doctrine of level playing field.
- 29.** At the same time, this Court is conscious of the fact that the contract pursuant to the tender has already been awarded and is

stated to be under execution. Interference at this stage by setting aside the tender process or the contract awarded may not be in larger public interest and may result in further complications and delays in execution of public work. The Court, therefore, deems it appropriate to mould the relief in a manner that balances the competing interests of justice to the petitioner and the public interest.

- 30.** In the facts and circumstances of the case, this Court is of the considered view that the petitioner has been subjected to arbitrary and unfair treatment by respondent No.2, resulting in denial of a fair opportunity to participate in the financial bid and causing him prejudice. Such wrongful exclusion warrants compensatory relief.
- 31.** Accordingly, while disposing of the writ petition, respondent No.2 is directed to pay a sum of **Rs.1,00,000/- (Rupees One Lakh only)** as compensation to the petitioner. The said amount shall be paid within a period of four weeks from the date of production of a certified copy of this order. In case of default, the amount shall carry interest at the rate of 6% per annum from the date of expiry of the stipulated period till actual payment.
- 32.** The writ petition is accordingly **disposed of** in the above terms.  
No order as to costs.

**Sd/-**  
**(Ravindra Kumar Agrawal)**  
**Judge**

**Sd/-**  
**(Ramesh Sinha)**  
**Chief Justice**