



2026:CGHC:5236-DB

**AFR**

**HIGH COURT OF CHHATTISGARH AT BILASPUR**

**WPC No. 382 of 2026**

**1** - Singhaniya Furniture Manufacturing Business Pvt. Ltd DIPP/DPIIT Recognition No. DIPP 159444, Registered Office- NH 49 Putpura Chowk Banari Janjgir-District- Janjgir-Champa (C.G.)

**2** - Pramod Singhaniya S/o Late Poornlal Singhanya Aged About 38 Years Director Of Singhaniya Furniture Manufacturing Business Pvt, Ltd Resident Of Village- Banari District- Janjgir-Champa Chhattisgarh,

**... Petitioner(s)**

**versus**

**1** - State Of Chhattisgarh Through Its Principal Secretary Mantralaya Mahanadi Bhawan Nava Raipur District- Raipur Chhattisgarh,

**2** - Department Of School Education Through- Its Secretary (Directorate Of Public Instruction) Intravati Bhawan Atal Nagar Nava Raipur, District- Raipur Chhattisgarh,

**3** - Directorate Of Public Instruction Through Its Director First Floor, Block- C, Indravati Bhawan, Nava Raipur Atal Nagar C.G.

**... Respondent(s)**

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For Petitioner(s) : Mr.B.P.Sharma, Advocate

For Respondent(s) : Mr.Shashank Thakur, Additional Advocate  
General

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**Hon'ble Shri Ramesh Sinha, Chief Justice**

**Hon'ble Shri Ravindra Kumar Agrawal, Judge**

**Order on Board**

**Per Ramesh Sinha, Chief Justice**

**30.01.2026**

1. Heard Mr.B.P.Sharma, learned counsel for the petitioners as well as Mr.Shashank Thakur, learned Additional Advocate General appearing for the respondents.
2. The present writ petition has been filed by the petitioner with the following prayers:

*“i. A writ and/or an order in the nature of appropriate writ do issue calling the records from the respondent authorities concerned pertaining to case of the petitioner for perusal of this Hon'ble Court, if thinks fit in the facts & circumstances of case.*

*ii. That the Hon'ble Court may please to issue appropriate order/directing/issuing writ of appropriate nature for quashing the tender condition where relaxation of year experience and turnover not provided being unreasonable or arbitrarily, illegal as the same is either tailor made in order to choose particular tender or blue eyed boys or have been made without application of mind in facts and circumstances of the case.*

*iii. That the Hon'ble Court may please to issue appropriate order/directing/issuing writ in the appropriate nature of commanding directing the respondent authority to allow the petitioner to participate in tender process by implementing the relaxation provided under Chhattisgarh Store Purchase Rule, 2002 (Amendment 2025), and or grant exemption to the petitioner from past experience and minimum average annual turnover in the facts and circumstances of the case.*

*iv. Any other order that may be deemed fit and just may also kindly be made including cost of the petition.”*

3. Brief facts of the case are that petitioner, Singhaniya Furniture Manufacturing Business Private Limited, is a company duly incorporated under the provisions of the Companies Act, 2013 and is entitled to the fundamental rights guaranteed under Part III of the Constitution of India. The petitioner is engaged in the business of manufacturing home furnishing products, including specialty wooden and metal furniture, and holds all requisite registrations, licenses and certifications issued by the Government of India and the State authorities.
4. The petitioner is a Chhattisgarh-based Start-up, having its manufacturing unit situated at District Janjgir-Champa, and is duly recognized under the Start-up India Initiative with DPIIT Recognition No. DIPP159444. The petitioner also possesses a valid production license issued by the District Trade and Industries Centre, Janjgir-Champa.
5. The present petition arises out of a tender notice dated 09.01.2026 issued by the respondent State authorities for the supply of classroom stools, metal shelving racks, chairs, office tables and other furniture items. As per the tender notice, the last date for submission of bids is 30.01.2026 up to 13:00 hours, and the technical bids are scheduled to be opened on the same day at 13:30 hours.
6. The petitioner submits that the impugned tender conditions deny and expressly exclude statutory relaxations meant for Start-ups

and Micro & Small Enterprises (MSEs). The bid document categorically states: “Startup relaxation for years of experience and turnover: No”, and further mandates a minimum average annual turnover of ₹780 lakh along with 80% past performance of the total bid quantity as an eligibility criterion.

7. The petitioner submits that the aforesaid conditions are arbitrary, discriminatory and in direct violation of Rule 4.2(2) and Rule 4.2(5) of the Chhattisgarh Store Purchase Rules, 2002 (as amended in 2025), which explicitly provide relaxation in experience, turnover and past performance requirements for Start-ups and MSEs. Rule 2(3) of the said Rules defines a “Start-up” to include entities recognized by the Government of India and established in Chhattisgarh.
8. The tender conditions also run contrary to the Public Procurement Policy for Micro and Small Enterprises Order, 2012, as amended in 2018, whereby minimum procurement from MSEs has been enhanced to 25%, and mandatory relaxation of prior experience and turnover criteria has been envisaged. In furtherance thereof, the State of Chhattisgarh has framed its Industrial Development Policy 2024-30, which mandates effective implementation of MSME procurement policies and encourages participation of Start-ups through the GeM Portal. Relevant extracts are annexed as Annexure P-3.
9. The petitioner further submits that in pursuance of the Startup

India Initiative, the Government of India issued policy circular dated 10.03.2016 and Office Memorandum dated 20.09.2016, whereby all Ministries and Departments were directed to relax conditions relating to prior experience and prior turnover for Start-ups in public procurement. Despite adopting these policies and amending the Store Purchase Rules, the respondent authorities have deliberately ignored and nullified these statutory benefits in the impugned tender.

10. The petitioner submits that the condition of 80% past performance is also irrational and misleading. The total quantity of furniture to be supplied is 42,688 units, which is to be distributed amongst five qualified bidders, thereby requiring each bidder to supply approximately 8,537 units. Consequently, the actual reasonable past performance requirement should be 80% of 8,537 units, and not 80% of the entire tender quantity. The impugned condition effectively excludes new entrants and Start-ups, thereby perpetuating a closed cartel of previous bidders.
11. The petitioner further submits that the tender document contains a non-transparent clause whereby documents uploaded by one bidder are not visible to other participating bidders, which strikes at the root of fairness, transparency and accountability in public procurement and clearly indicates bias and arbitrariness in the tender process.
12. The impugned tender conditions violate the doctrine of level

playing field embodied under Article 19(1)(g) of the Constitution of India, by creating artificial and unjustified barriers which prevent equally capable Start-ups from participating in public procurement.

13. The petitioner also relies upon the guidelines issued by the Central Vigilance Commission (CVC), which clearly state that pre-qualification and post-qualification criteria must be based solely on the capability and resources of bidders and that no bidder should be excluded for reasons unrelated to its capacity to perform the contract.
14. The petitioner had raised objections and sought rectification of the illegal tender conditions vide representation dated 22.01.2026, however, no corrective action has been taken by the respondent authorities, compelling the petitioner to approach this Hon'ble Court by way of the present petition.
15. Learned counsel for the petitioners submits that the denial of Start-up relaxation in the impugned tender is in clear and flagrant violation of Rule 4.2(2) read with Rule 4.2(1) of the Chhattisgarh Store Purchase Rules, 2002 (Amendment 2025) (hereinafter called as "Rules 2002"), which mandates relaxation of experience, turnover and past performance criteria for Start-ups and prohibits introduction of conditions that restrict fair competition. He further submits that the eligibility conditions prescribing ₹780 lakh turnover and 80% past performance for a single bid are manifestly

arbitrary, unreasonable and tailor-made, designed to exclude competent local Start-ups and MSMEs and to confer undue advantage upon a closed group of established bidders, thereby creating an artificial monopoly. He also submits that the impugned tender fails the test of fairness, reasonableness and transparency, violates the doctrine of level playing field, and infringes the petitioner's fundamental rights guaranteed under Articles 14 and 19(1)(g) of the Constitution of India, as the conditions are not related to the actual capability to execute the contract. He contended that such tailor-made and exclusionary tender conditions have been consistently deprecated by Constitutional Courts, including in **Maa Binda Express Carrier v. North East Frontier Railway**<sup>1</sup>, and **Vinishma Technologies Pvt. Ltd. v. State of Chhattisgarh**<sup>2</sup>, wherein it has been held that unreasonable restrictions cannot be justified under Article 19(6) and the State cannot close the market without just cause. He further contended that the impugned tender conditions are also contrary to the Central Vigilance Commission (CVC) Guidelines, Rule 173(i) of the General Financial Rules, 2017, and GeM Portal Guidelines, which require that qualification criteria must be capability-based, non-discriminatory and aimed at promoting competition, especially for MSMEs and Start-ups. He also contended that despite the petitioner's representation dated

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1 (2014) 3 SCC 760

2 2025 INSC 1182

22.01.2026 (Annexure-P/6) seeking statutory relaxation and permission to participate in the tender process, no corrective action was taken by the respondent authorities, compelling the petitioner to approach this Court prior to the opening of the tender, seeking enforcement of statutory provisions, due process of law and protection of fundamental rights. As such, the writ petition deserves to be allowed, and the respondents are directed to quash the tender condition, which does not provide relaxation in respect of years of experience and turnover, as the same is unreasonable, arbitrary, and illegal.

16. On the other hand, learned Additional Advocate General appearing for the respondents/State vehemently opposes the submissions advanced by learned counsel for the petitioners. He submits that the petitioner-firm claims to be a startup and its principal grievance is that the tender in question has allegedly been floated in violation of Clause 4.2, sub-clause (2) of the Rules 2002. He further submits that Clause 4.2.2 merely provides for incentives to be extended to startups and does not confer any absolute or indefeasible right in their favour. It is also contended that the petitioners have not placed on the Rules 2002 on record. The said Rules have undergone amendments from time to time, and the present tender has been floated through the Government e-Marketplace (GeM) portal in accordance with the prevailing provisions. Learned Additional Advocate General submits that the impugned condition has been consciously and intentionally



incorporated, as the tender has been issued under Clause 3 of the GeM portal. Considering that the tender value is ₹780 lakhs, the respondents, in order to ensure proper and uninterrupted supply, have prescribed a benchmark so that only capable and functional industries having the requisite capacity to supply may participate. It is further submitted that the State is not opposed to startups in any manner. The petitioners would get an opportunity to participate if the procurement is conducted through an open tender under Clause 4 of the Rules 2002. However, the petitioners have neither challenged the validity of the Rules 2002 nor specifically assailed Clause 3 thereof, under which the present tender has been issued. Therefore, it is contended that the writ petition is misconceived, devoid of merit, and liable to be dismissed.

17. We have heard learned counsel for the parties, perused the documents appended with writ petition.
18. It is not in dispute that the tender in question has been floated through GeM portal, in which there was a specific condition that bidder should have 80% Past Performance of total bid quantity of all types of Wooden / Steel furniture. The bidder must have successfully supplied the above mentioned number of furniture units to any government organization in any one of the last 3 financial year (i.e. 2022-23, 2023-24, and 2024-25).
19. Sub-rule 3.1.1 of the Rules, 2002 says that the State Government,

its agencies and subsidiaries will procure the items, which are enlisted in the GeM portal on the rates approved by DGS & D, and further if these items are enlisted, then it should be through open tender and the same is provided in sub-rule 3.4.

20. Sub-rule 3.1.1 and 3.4 of the Rules 2002 read as under :-

**“उपनियम—3.1.1** राज्य शासन के समस्त विभाग/क्रेता कार्यालय /अधिनस्थ संस्थाएं अपनी आवश्यकतानुसार सामग्री, वस्तुयें एवं सेवाएं जिनकी दरें एवं विशिष्टियां भारत सरकार के डीजीएसएण्डडी की जेम वेबसाईट (GeM – Government e-Marketplace) में उपलब्ध हों, का क्रय जेम वेबसाईट से उनकी नियमावली, निर्धारित प्रक्रिया का पालन करते हुये क्रय करेंगे, किन्तु ऐसे क्रय के लिये विभाग/क्रेता कार्यालय /अधिनस्थ संस्थाएं जेम वेबसाईट में संबंधित सामग्री के तकनीकी स्पेसिफिकेशन (Technical Specification) का परीक्षण, विक्रेता की साख एवं एल-1 मूल्य, आदि का निर्धारण स्वयं करेगा । विभाग/क्रेता कार्यालय /अधिनस्थ संस्थाएं की यह भी जिम्मेदारी होगी कि वह शासकीय कोष की मितव्ययता एवं क्रय की जा रही सामग्री की गुणवत्ता सुनिश्चित करेगा । यदि राज्य शासन का कोई विभाग/क्रेता कार्यालय /अधिनस्थ संस्थाएं इस प्रावधान से परे, इस नियमावली के नियम-4 में वर्णित प्रावधान के अनुरूप निविदा प्रणाली के माध्यम से सामग्री, वस्तुयें एवं सेवाएं का क्रय करना चाहे तो वे निविदा के माध्यम से सामग्री, वस्तुयें एवं सेवाएं क्रय कर सकेंगे किंतु ऐसा करने के पूर्व उन्हें संबंधित प्रशासकीय विभाग के माध्यम से वित्त विभाग

से लिखित सहमति प्राप्त करनी होगी ।

**उपनियम—3.4** “ऐसी सामग्री वस्तुयें एवं सेवाएं जो उपनियम—3.1, में वर्णित नहीं हैं, उनका क्रय राज्य शासन के सभी विभाग / क्रेता कार्यालय / अधिनस्थ संस्थाएं नियम—4 में उल्लेखित प्रक्रिया के अनुसरण में क्रय कर सकेंगे ।”

21. The law with respect to interference in tender matters is limited to certain extent as has been considered by the Hon'ble Supreme Court in large number of cases including in the case of **Tata Motors Limited vs Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and others**<sup>3</sup> wherein the Hon'ble Supreme Court has considered the factum of interference in the tender matters and has held as under:

*"48. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the*

*meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. The courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer."*

22. The Hon'ble Supreme Court, in the matter of ***Banshidhar Construction Pvt. Ltd. v. Bharat Coking Coal Ltd. & Others***, {Civil Appeal No. 11005 OF 2024, decided on 04.10.2024}, taking note of the decisions rendered in various other celebrated judgments, observed as under:

*"21. There cannot be any disagreement to the legal proposition propounded in catena of decisions of this Court relied upon by the learned counsels for the Respondents to the effect that the Court does not sit as a Court of Appeal in the matter of award of contracts and it merely reviews the manner in which the decision was made; and that the Government and its instrumentalities must have a freedom of entering into the contracts. However, it is equally well settled that the decision of the*

*government/ its instrumentalities must be free from arbitrariness and must not be affected by any bias or actuated by malafides. Government bodies being public authorities are expected to uphold fairness, equality and public interest even while dealing with contractual matters. Right to equality under Article 14 abhors arbitrariness. Public authorities have to ensure that no bias, favouritism or arbitrariness are shown during the bidding process and that the entire bidding process is carried out in absolutely transparent manner.*

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

*23. In **Sterling Computers Limited vs. M/s. M & N Publications Limited and Others**<sup>4</sup>, this Court while dealing with the scope of judicial review of award of contracts held: -*

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

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

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

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<sup>4</sup> (1993) 1 SCC 445

*reasonable, rational, not arbitrary and violative of Article 14 of the Constitution.”*

24. In **Tata Cellular vs. Union of India**<sup>5</sup>, this Court had laid down certain principles for the judicial review of administrative action.

*“94. The principles deducible from the above are:*

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

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

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

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

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

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

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5 (1994) 6 SCC 651

25. It has also been held in **ABL International Limited and Another vs. Export Credit Guarantee Corporation of India Limited and Others**<sup>6</sup>, as under: -

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

26. In **Jagdish Mandal vs. State of Orissa and Others**<sup>7</sup>, this Court after discussing number of judgments laid down two tests to determine the extent of judicial interference in tender matters. They are: -

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

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

27. In **Mihan India Ltd. vs. GMR Airports Ltd. and Others**<sup>8</sup>, while observing that the government contracts granted by the government bodies must uphold fairness, equality and rule of law while dealing with the contractual matters, it was observed in Para 50 as under: -

“50. In view of the above, it is apparent that in government contracts, if granted by the government bodies, it is expected to uphold fairness, equality

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6 (2004) 3 SCC 553

7 (2007) 14 SCC 517

8 (2022) SCC OnLine SC 574

*and rule of law while dealing with contractual matters. Right to equality under Article 14 of the Constitution of India abhors arbitrariness. The transparent bidding process is favoured by the Court to ensure that constitutional requirements are satisfied. It is said that the constitutional guarantee as provided under Article 14 of the Constitution of India demands the State to act in a fair and reasonable manner unless public interest demands otherwise. It is expedient that the degree of compromise of any private legitimate interest must correspond proportionately to the public interest.”*

28. It was sought to be submitted by the learned Counsels for the Respondents relying upon the observations made in **Central Coalfields Limited and Another vs. SLL-SML (Joint Venture Consortium) and Others**<sup>9</sup>, that whether a term of NIT is essential or not is a decision taken by the employer which should be respected. However, in the said judgment also it is observed that if the employer has exercised the inherent authority to deviate from the essential term, such deviation has to be made applicable to all the bidders and potential bidders. It was observed in Para 47 and 48 as under:-

*“47. The result of this discussion is that the issue of the acceptance or rejection of a bid or a bidder should be looked at not only from the point of view of the unsuccessful party but also from the point of view of the employer. As held in Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] the terms of NIT cannot be ignored as being redundant or superfluous. They must be given a meaning and the necessary significance. As pointed out in Tata Cellular [Tata Cellular v. Union of India, (1994) 6 SCC 651] there must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision-making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour*

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9 (2016) 8 SCC 622



*someone or a decision “that no responsible authority acting reasonably and in accordance with relevant law could have reached” as held in Jagdish Mandal [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] followed in Michigan Rubber [Michigan Rubber (India) Ltd. v. State of Karnataka, (2012) 8 SCC 216].*

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

23. Having considered the rival submissions and examined the record, this Court finds no substance in the challenge laid by the petitioners. It is an admitted position that the procurement in question has been undertaken through the Government e-Marketplace (GeM) portal, a recognized and statutorily sanctioned mode of procurement under Rule 3 of the Rules 2002. The eligibility condition prescribing 80% past performance of the total bid quantity of wooden/steel furniture has been uniformly applied to all prospective bidders and is neither shown to be arbitrary nor discriminatory.

24. The contention of the petitioners that the said condition violates Clause 4.2.2 of the Rules 2002 is misconceived. The said provision merely contemplates incentives to startups and does not confer any vested or enforceable right to seek dilution or waiver of eligibility criteria, particularly in a procurement process conducted through the GeM portal. The petitioners have failed to demonstrate how the impugned condition is contrary to the statutory framework governing GeM procurements.
25. This Court also finds merit in the submission of the respondents that, considering the substantial tender value of ₹780 lakhs, the prescription of a benchmark relating to past performance is a policy decision intended to ensure timely and uninterrupted supply. Such a condition falls squarely within the domain of the tendering authority and cannot be interfered with in the absence of mala fides, arbitrariness, or bias, none of which have been pleaded or established in the present case.
26. As consistently held by the Hon'ble Supreme Court in a catena of decisions, including **Tata Cellular** (supra) and recently in **Banshidhar Construction** (supra), the scope of judicial review in tender matters is extremely limited. The Court does not sit as an appellate authority over the terms of the tender or the wisdom of the employer, but merely examines the decision-making process. No infirmity in the said process has been pointed out in the present case.

27. It is also significant that the petitioners have neither challenged the validity of Rule 3 of the Rules 2002 nor the policy decision of the State to procure the subject goods through the GeM portal. In the absence of such a challenge, the petitioners cannot selectively assail an eligibility condition forming part of the tender floated thereunder.
28. In view of the aforesaid discussion and applying the settled principles governing judicial interference in contractual and tender matters, this Court is of the considered opinion that the writ petition is devoid of merit and does not warrant any interference under Article 226 of the Constitution of India.
29. Accordingly, the writ petition stands dismissed. No order as to costs.

Sd/-

**(Ravindra Kumar Agrawal)**  
**Judge**

Sd/-

**(Ramesh Sinha)**  
**Chief Justice**

**HEAD-NOTE**

Scope of judicial review in contractual and tender matters is extremely limited. The Court does not sit as an appellate authority over the terms of the tender or the commercial wisdom of the employer, but confines itself to examining the decision-making process. Interference is warranted only where mala fides, arbitrariness, bias or perversity is pleaded and established. In absence of any infirmity in the decision-making process, tender conditions and policy decisions of the procuring authority are not amenable to judicial interference.