



2026:CGHC:16927-DB

AFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 1714 of 2026

M/s Global Services, A Proprietorship Firm, Through Its Proprietor Sanjay Kumar Bhaskar, S/o Baidyanath Singh, Aged About 55 Years, Office At-Mig 122, Sector 3, Pt. Deendayal Upadhyay Nagar, Raipur, District- Raipur (C.G.)

... **Petitioner**

versus

1 - State of Chhattisgarh, Through The Secretary, Urban Administration And Development Department, Mahanadi Bhawan, Atal Nagar Nawa Raipur, District-Raipur (C.G.)

2 - Director, Directorate of Urban Administration, Indravati Bhawan, Nawa Raipur, District-Raipur (C.G.)

3 - Chief Municipal Officer, Municipal Council Janjgir-Naila, District-Janjgir-Champa (C.G.)

... **Respondents**

(Cause-title taken from Case Information System)

For Petitioner	:	Mr. Rohit Sharma, Advocate
For Respondent-State	:	Mr. Priyank Rathi, Government Advocate
For Respondent No.3	:	Mr. Shikhar Shukla, Advocate

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

Order on Board

Per Ramesh Sinha, Chief Justice

13.04.2026

1. Heard Mr. Rohit Sharma, learned counsel for the petitioner as well as Mr. Priyank Rathi, learned Government Advocate, appearing for the State/respondents No.1 & 2 and Mr. Shikhar Shukla, learned counsel appearing for respondent No.3.

2. The petitioner has filed this petition under Article 226 of the Constitution of India, with the following relief(s) :-

“10.1 Issue an appropriate writ, order or direction, more particularly in the nature of Certiorarified mandamus or any other writ, quashing and setting aside the impugned order dated 17/03/2026 passed by the Chief Municipal Officer, Municipal Council, Janjgir-Naila (Annexure P/1);

10.2 Issue an appropriate writ, order or direction, more particularly in the nature of Mandamus, commanding the respondents to act upon the Tender Notice dated 17/11/2025 bearing Tender No. 179880 and to issue the work order in favour of the petitioner, being the duly declared L-1 bidder, forthwith;

10.3 That, this Hon'ble Court may kindly be pleased to grant any other relief(s), which is deemed fit and proper in the aforesaid facts and circumstances of the case.”

3. Brief facts of the case, in a nutshell, are that the petitioner is an experienced firm engaged in the business of providing skilled, semi-skilled and unskilled manpower services to various Government, Semi-Government and private institutions. In the ordinary course of its business, the petitioner participates in tender processes floated by different authorities and undertakes contractual assignments in accordance with law. The Office of the Municipal Council, Janjgir-Naila, District Janjgir-Champa issued a tender notice dated 17.11.2025 bearing Tender No. 179880

through the e-procurement system for engagement of 95 manpower personnel of different categories for execution of works within the Municipal Council.

4. In response to the said tender notice, the petitioner, being eligible and fulfilling all prescribed conditions, submitted its bid within the stipulated time. The petitioner deposited an Earnest Money Deposit (EMD) of Rs. 97,920/- and also paid the requisite tender fee of Rs. 3,000/- for valid participation. Along with the bid, the petitioner submitted all necessary documents including an affidavit declaring the genuineness of documents and affirming that it had not been blacklisted or disqualified by any authority.
5. Upon scrutiny of the bids, the petitioner was found to be technically qualified, and accordingly, the financial bids of eligible bidders were opened on 30.01.2026. In the said process, the petitioner emerged as the lowest (L-1) bidder amongst all participants. Despite completion of the tender process and declaration of the petitioner as L-1, no work order was issued in its favour by the respondent authorities. In the meantime, acting in anticipation of commencement of work, the petitioner made necessary arrangements and mobilized resources for execution of the contract. Thereafter, the petitioner submitted a representation dated 23.02.2026 before the respondent authorities requesting issuance of the work order; however, no action was taken on the said representation.

6. Aggrieved by such inaction, the petitioner approached this Hon'ble Court by filing a writ petition, which was subsequently withdrawn with liberty to challenge any subsequent adverse action. Subsequently, the respondent authorities, vide order dated 17.03.2026, cancelled the tender process on the ground that the tender had been issued through the State e-procurement portal instead of the GeM portal, purportedly in light of communications dated 27.02.2026 and 09.03.2026. The petitioner has, therefore, filed the present writ petition challenging the order dated 17.03.2026 cancelling the tender process, as well as the prior inaction of the respondents in not issuing the work order despite the petitioner having been declared the L-1 bidder.
7. Learned counsel for the petitioner submits that the impugned order dated 17.03.2026 is ex facie arbitrary, illegal and violative of Article 14 of the Constitution of India, inasmuch as the tender process, having been duly concluded and the petitioner having been declared as the L-1 bidder after due evaluation, has been annulled without any justifiable, rational or legally sustainable reason. It is contended that such action strikes at the very root of fairness, transparency and non-arbitrariness which are the foundational principles governing public procurement. It is further submitted that the sole basis of cancellation is the reliance placed upon missives dated 27.02.2026 and 09.03.2026, which admittedly came into existence much after issuance of the tender dated 17.11.2025. He contends that the respondents have sought

to give retrospective operation to executive instructions, which is impermissible in law unless expressly provided. On the date of issuance of the tender, there was no statutory rule, notification or binding directive mandating that procurement be undertaken exclusively through the GeM Portal, and therefore, the tender process conducted through the State e-procurement portal was valid and in accordance with the prevailing procedure.

- 8.** Learned counsel further submits that executive instructions and administrative guidelines are, by settled principles of law, prospective in operation and cannot be applied to concluded or ongoing processes unless specifically made retrospective. The impugned action, therefore, amounts to an impermissible retrospective application of subsequent administrative directions, rendering the same wholly unsustainable in the eyes of law. It is also contended that upon being declared as the L-1 bidder, the petitioner acquired a legitimate expectation that the contract would be awarded in its favour, subject to compliance of formalities. The abrupt and unexplained cancellation of the tender, in absence of any overriding public interest, defeats such legitimate expectation and results in manifest arbitrariness. He submits that there is not even a whisper of any allegation of fraud, misrepresentation, collusion, cartelization, procedural irregularity or financial impropriety in the entire tender process. In absence of any such infirmity, the cancellation of a concluded tender process is wholly arbitrary to settled legal principles of public contracts.

9. Reliance has been placed on the judgment of the Hon'ble Supreme Court in ***Subodh Kumar Singh Rathour v. Chief Executive Officer & Others, 2024 SCC OnLine SC 1682***, wherein it has been held that once a tender process has culminated, its cancellation must be supported by cogent, valid and non-arbitrary reasons founded on public interest, and not on mere administrative whims. It is submitted that in the present case, no such public interest has been demonstrated by the respondents.
10. Further reliance has been placed on ***City and Industrial Development Corporation of Maharashtra Ltd. v. Shishir Realty Private Limited, 2021 SCC OnLine SC 1141***, wherein the Hon'ble Supreme Court has categorically held that the sanctity of the tender process is itself a matter of public interest and a concluded tender cannot be annulled on extraneous, speculative or arbitrary grounds. It has been emphasized that a mere change in administrative preference or procedure does not justify cancellation of a validly concluded tender.
11. Learned counsel also submits that the reliance placed by the respondents on the Chhattisgarh Bhandar Kray Niyam, 2002 is wholly misconceived, inasmuch as the said Rules are not applicable to Municipal Councils, which are constitutional bodies functioning as institutions of self-government under Article 243W of the Constitution of India. It is contended that Municipal Councils

are distinct statutory authorities and are not departments under the direct administrative control of the State Government, and therefore, the said Rules cannot be mechanically applied to them. It is further submitted that even otherwise, Rule 2 of the said Niyam applies only to departments and offices under the administrative control of the State Government or those receiving budgetary allocation therefrom, and in absence of any specific notification extending its applicability to Municipal Councils, the reliance placed thereon is legally untenable.

- 12.** Learned counsel further contends that the impugned cancellation has been effected without affording any opportunity of hearing to the petitioner, thereby violating the principles of natural justice. The petitioner, who stood as the successful bidder, has been condemned unheard, which renders the impugned action vitiated on this ground alone. It is also submitted that the petitioner has suffered grave financial prejudice on account of the arbitrary action of the respondents, inasmuch as it had already mobilized manpower, infrastructure and logistical arrangements in anticipation of issuance of the work order. The sudden cancellation of the tender has resulted in substantial loss and hardship, which is wholly unjustified. He also submits that the action of the respondents amounts to a colourable exercise of power and is liable to be struck down as mala fide in law, as a validly concluded tender process has been nullified on untenable and extraneous grounds without any rational basis.

13. Further reliance has been placed on the doctrine of promissory estoppel as elucidated by the Hon'ble Supreme Court in ***A.P. TRANSCO v. Sai Renewable Power (P) Ltd., (2011) 11 SCC 34***, wherein it has been held that where the Government makes a representation or promise intending that it would be acted upon, and the promisee alters its position relying upon such representation, the Government is bound by such promise, unless overriding public interest justifies otherwise. It is submitted that in the present case, the petitioner, having been declared L-1, altered its position by mobilizing resources and therefore the respondents are estopped from arbitrarily cancelling the tender.
14. On the strength of the aforesaid submissions, it is argued that the impugned order is liable to be quashed and the respondents deserve to be directed to act in accordance with law by issuing the work order in favour of the petitioner.
15. On the other hand, learned counsel appearing for respondent No.3 vehemently opposes the submissions advanced on behalf of the petitioner and supports the impugned action. It is submitted that the present writ petition is devoid of merits and is liable to be dismissed at the threshold, as no indefeasible or vested right accrues in favour of a bidder merely on being declared as L-1 in a tender process. He further submits that the tendering authority retains absolute discretion to cancel the tender process at any stage prior to issuance of the work order, particularly when such

cancellation is necessitated in larger public interest or in order to ensure transparency and compliance with evolving procurement policies. It is contended that the petitioner cannot, as a matter of right, seek issuance of a work order solely on the basis of being declared the lowest bidder.

- 16.** It is contended that the impugned decision to cancel the tender has been taken in view of subsequent policy directions issued by the competent authorities mandating procurement through the Government e-Marketplace (GeM) portal, which is a centralized and transparent platform introduced to streamline public procurement and eliminate irregularities. The respondent authorities, being bound by such policy decisions, were constrained to cancel the earlier tender in order to bring the process in conformity with the updated procurement framework. He further contends that the action of the respondents is neither arbitrary nor mala fide, but is guided by administrative exigencies and the requirement of ensuring uniformity and transparency in public procurement. It is submitted that even if the tender had progressed to an advanced stage, the same does not preclude the authority from cancelling it, particularly when continuation of the process would be contrary to the prevailing policy directives.
- 17.** It is also argued that the petitioner has failed to demonstrate any legal right that has been infringed by the impugned action. The mere expectation of being awarded the contract does not

crystallize into an enforceable right, and therefore, the doctrine of legitimate expectation, as sought to be invoked by the petitioner, is not attracted in the facts of the present case. He submits that the reliance placed by the petitioner on the timing of issuance of the circulars is misconceived. It is contended that administrative authorities are entitled to take note of subsequent developments and policy changes, and align their actions accordingly, particularly when such changes are intended to serve public interest and enhance transparency in procurement processes. It is also submitted that the petitioner was at no point assured issuance of a work order, and the tender conditions themselves reserve the right of the authority to cancel the tender without assigning any reason. In such circumstances, the petitioner cannot claim any prejudice or assert that the action of cancellation is per se illegal.

- 18.** Learned counsel further contends that no violation of principles of natural justice has occurred, inasmuch as the cancellation of a tender process is an administrative decision affecting all participants uniformly, and does not require prior hearing to individual bidders. It is submitted that the allegation regarding inapplicability of the Chhattisgarh Bhandar Kray Niyam, 2002 is also misconceived, as the respondent authorities are bound to follow the procurement policies and guidelines issued by the State Government from time to time, and the same are applicable to local bodies including Municipal Councils in matters of public

procurement. He argued the petitioner has also not established any mala fide or colourable exercise of power on the part of the respondents. The decision to cancel the tender is a policy-driven administrative action taken bona fide in public interest, and in absence of any specific allegation or material indicating mala fides, the same does not warrant interference under writ jurisdiction.

- 19.** It is thus submitted that the scope of judicial review in contractual and tender matters is limited, and unless the decision-making process is shown to be arbitrary, irrational or actuated by mala fides, this Court ought not to interfere with administrative decisions taken by the competent authority. As such, learned counsel for respondent No.3 prays for dismissal of the writ petition, contending that the impugned order does not suffer from any illegality warranting interference by this Court.

- 20.** Learned State counsel appearing for respondents No. 1 and 2 also opposes the writ petition and supports the impugned action. It is submitted that the petitioner has no vested or enforceable right merely by virtue of being declared L-1, as no concluded contract had come into existence and issuance of work order is a condition precedent for creation of any binding contractual obligation. It is further submitted that the writ petition is not maintainable inasmuch as the relief sought pertains to contractual matters falling within the exclusive domain of the tendering

authority. It is further submitted that the impugned cancellation of tender has been made in compliance with the prevailing State procurement policy and binding administrative instructions mandating procurement through the GeM portal. The State and its instrumentalities are duty-bound to adhere to such policy decisions, which are intended to ensure transparency, uniformity and efficiency in public procurement. The petitioner cannot insist upon continuation of a tender process which is contrary to the updated policy framework. It is also submitted that the action of the respondents is neither arbitrary nor mala fide, but a bona fide administrative decision taken in public interest. The doctrine of legitimate expectation cannot override statutory policy or bind the authorities to continue an irregular or non-compliant process. In view of the limited scope of judicial review in tender matters, no interference is warranted and the writ petition deserves to be dismissed.

- 21.** We have heard learned counsel appearing for the parties and perused the documents annexed with the present petition as well as the record made available with due circumspection.
- 22.** Having considered the rival submissions, this Court is of the view that the controversy raised in the present writ petition essentially arises out of a tender process which has already been cancelled by the competent authority on account of subsequent policy directions requiring procurement through the GeM portal. The

petitioner seeks a mandamus for continuation of the concluded tender process and issuance of work order on the basis of being declared L-1, whereas the respondents justify the cancellation on grounds of compliance with revised procurement policy and administrative instructions.

- 23.** At the outset, it is well settled that participation in a tender process or even being declared as the lowest bidder (L-1) does not confer any vested right upon a bidder to seek enforcement of the contract. The issuance of work order and execution of formal agreement remain within the exclusive domain of the employer, and unless a concluded contract comes into existence, no enforceable right accrues in favour of the bidder. The law on this aspect is no longer *res integra* and has been consistently reiterated by the Hon'ble Supreme Court in ***Master Marine Services (P) Ltd. v. Metcalfe & Hodgkinson (P) Ltd. and another, (2005) 6 SCC 138***; ***Jagdish Mandal v. State of Orissa and others, (2007) 14 SCC 517***; and ***Tata Cellular v. Union of India, (1994) 6 SCC 651***, wherein it has been held that judicial review in tender matters is limited to examining the decision-making process and not the merits of the decision itself.
- 24.** In the present case, the cancellation of the tender has been assailed principally on the ground that the petitioner, having been declared L-1 upon completion of the technical and financial evaluation, had acquired a legitimate expectation of award of

contract, and that the subsequent executive instructions dated 27.02.2026 and 09.03.2026 could not have been pressed into service retrospectively so as to nullify a concluded tender process. It is urged that such retrospective application of administrative directions is impermissible in law and renders the impugned action arbitrary and unsustainable.

- 25.** However, this Court is unable to accept the said submission. A careful perusal of the record indicates that the respondents have not acted in a capricious or unreasoned manner, but have instead proceeded on the basis of a conscious policy decision taken by the competent authority mandating procurement through the GeM portal in order to ensure greater transparency, uniformity, accountability, and standardization in public procurement processes across instrumentalities of the State. Such policy decisions are matters of executive wisdom and fall squarely within the domain of administrative policy formulation, which is ordinarily not subject to judicial interference under Article 226 of the Constitution of India.
- 26.** It is well settled that the scope of judicial review in matters relating to tender conditions and contractual policy decisions is extremely limited, and the Court does not sit as an appellate authority to substitute its own view over that of the competent administrative body. Unless the decision is shown to be mala fide, arbitrary, irrational, or in contravention of statutory provisions, the Court

would be loath to interfere with such policy-driven actions. The Hon'ble Supreme Court has consistently held that courts must exercise restraint in interfering with administrative decisions in contractual matters, particularly where the action is guided by public interest considerations.

- 27.** Viewed in this legal backdrop, the contention of the petitioner that the subsequent instructions cannot operate retrospectively, though attractive at first blush, does not advance the petitioner's case in the facts of the present matter, inasmuch as the impugned action is not punitive in nature nor does it seek to unsettle any concluded contract, but merely reflects a change in procurement methodology in larger public interest. The policy requiring adoption of GeM portal is an institutional reform measure intended to streamline procurement practices, and once such policy is brought into force, the authorities are well within their rights to align ongoing or pending procurement processes to ensure compliance with the revised framework, provided such action is not arbitrary or actuated by extraneous considerations.
- 28.** In the absence of any material to demonstrate mala fides, arbitrariness, or violation of statutory mandate, and keeping in view the settled principle that public interest must prevail over individual expectations in contractual matters involving the State, this Court finds no infirmity in the approach adopted by the respondents. The challenge to the impugned action, therefore,

cannot be sustained merely on the ground of timing of the policy instructions, particularly when the overarching objective is to ensure transparent and uniform procurement in public administration.

- 29.** The reliance placed by the petitioner on the doctrine of legitimate expectation is also misplaced. Legitimate expectation cannot operate against statutory policy or override the authority's power to modify or cancel a tender process in public interest. The Hon'ble Supreme Court in ***Punjab Communications Ltd. v. Union of India and others, (1999) 4 SCC 727*** and ***Monnet Ispat & Energy Ltd. v. Union of India and others, (2012) 11 SCC 1*** has clearly held that legitimate expectation is subject to overriding public interest and cannot be enforced as an enforceable right in contractual matters involving the State.
- 30.** Similarly, the reliance placed by the petitioner on ***Subodh Kumar Singh Rathour*** (supra) and ***Shishir Realty Pvt. Ltd.*** (supra) is distinguishable on facts. In the said cases, the Hon'ble Supreme Court interfered where cancellation was found to be arbitrary, unsupported by public interest, or based on extraneous considerations after completion of the process. However, in the present case, the cancellation is founded upon a subsequent policy decision relating to procurement modality, namely, the requirement of compliance with the GeM portal framework, which has been introduced as part of a broader administrative reform

aimed at ensuring uniformity, transparency, and efficiency in public procurement. Such decisions pertain purely to the realm of executive policy and fall within the exclusive domain of administrative wisdom of the competent authority, which is best suited to determine the manner in which public procurement is to be structured in larger public interest.

- 31.** It is a well-settled principle that policy decisions of the State or its instrumentalities, particularly in matters of economic and contractual governance, are not to be interfered with by the Courts unless they are shown to be manifestly arbitrary, mala fide, or in violation of statutory provisions. In the present case, the decision to cancel the tender is not rooted in any allegation of procedural impropriety, corruption, or arbitrariness in the conduct of the tender process, but is instead a consequence of an overarching shift in procurement policy intended to align institutional practices with a centralized and standardized procurement platform.
- 32.** Therefore, the ratio laid down in the judgments relied upon by the petitioner, which primarily deal with cancellation of concluded tenders on extraneous or non-existent grounds or in absence of any public interest justification, cannot be applied mechanically or in a straightjacket formula to the facts of the present case. Each case relating to tender interference must be examined in its own factual matrix, and where the decision is demonstrably traceable

to a bona fide policy shift serving public interest, judicial interference is not warranted merely because the policy change has an incidental effect on an ongoing or concluded tender process.

33. On the contrary, the Hon'ble Supreme Court in ***Michigan Rubber (India) Ltd.*** (supra) and ***Sudhir Kumar Singh*** (supra) has reiterated that courts must exercise restraint in interfering with tender conditions and policy decisions unless the action is demonstrably arbitrary, discriminatory or actuated by mala fides. Further, in ***N.G. Projects Ltd. v. Vinod Kumar Jain and others, (2022) 6 SCC 127***, the Supreme Court has cautioned that courts should be slow in granting relief which would have the effect of disrupting public projects and procurement policies.
34. Applying the aforesaid settled principles, this Court finds that the petitioner has not been able to demonstrate any mala fides, arbitrariness, colourable exercise of power, or violation of statutory mandate in the decision-making process of the respondents. A mere allegation of illegality, unsupported by cogent material, cannot be a substitute for proof of arbitrariness, particularly in matters relating to contractual and tender adjudication, where a higher degree of judicial restraint is warranted. The record further reflects that the decision to cancel the tender is essentially rooted in a policy-driven administrative decision concerning procurement methodology, namely alignment

with the GeM portal framework, which has been introduced in furtherance of larger public interest objectives such as transparency, uniformity, and standardization in public procurement. Such policy determinations fall squarely within the executive domain and are not ordinarily amenable to judicial review unless shown to be manifestly arbitrary or contrary to law, which is not the case here.

- 35.** This Court is also of the considered view that the petitioner has failed to establish the existence of any vested or enforceable legal right in its favour so as to invoke the extraordinary writ jurisdiction of this Court for issuance of a direction to award the work order. Mere participation in a tender process and being declared L-1 does not, by itself, culminate into a concluded contract or confer an indefeasible right to claim execution of the work. In absence of issuance of a formal work order or execution of a contract, no binding legal obligation can be fastened upon the respondents, and consequently, no mandamus can be issued compelling award of contract in favour of the petitioner.
- 36.** So far as the contention regarding retrospective application of executive instructions is concerned, the same also does not persuade this Court to interfere in the present matter, inasmuch as the cancellation impugned herein is neither punitive nor penal in character, nor does it operate to divest the petitioner of any concluded, vested or enforceable contractual right. What is

essentially sought to be effected by the respondents is an administrative realignment of the procurement process so as to ensure strict compliance with the updated policy framework mandating procurement through the GeM portal, which has been introduced as part of an institutional reform aimed at promoting transparency, uniformity, efficiency and accountability in public procurement. Such policy decisions, being matters of executive domain and administrative wisdom, are ordinarily not open to judicial scrutiny unless shown to be manifestly arbitrary, mala fide, or in clear contravention of statutory provisions.

- 37.** In the present case, the action of the respondents is demonstrably referable to a bona fide policy shift undertaken in larger public interest, aimed at streamlining and standardizing the procurement mechanism through adoption of the GeM portal framework. Such a policy measure is intended to ensure greater transparency, uniformity, competitiveness, and accountability in public procurement, and falls squarely within the domain of executive policy formulation, where the State and its instrumentalities are vested with wide latitude.
- 38.** In this backdrop, the mere circumstance that the relevant instructions were issued subsequent to the initiation or culmination of the tender process cannot, by itself, render the impugned decision illegal, arbitrary, or unsustainable in law. It is well settled that policy decisions, even if having an incidental

impact on ongoing or completed tender processes, are not to be interfered with by the Court unless they are shown to be manifestly arbitrary, mala fide, or in violation of statutory provisions. Judicial review in such matters is confined to examining the decision-making process and not the merits of the policy itself.

- 39.** More importantly, in the present case, no concluded contract had come into existence between the parties, nor had any enforceable contractual obligation been created in favour of the petitioner merely on account of being declared L-1. In absence of a formal work order or executed agreement, the petitioner cannot claim any vested right to insist upon continuation of the tender process or award of contract. Therefore, the impugned decision, being a consequence of a bona fide policy realignment in public interest, cannot be faulted merely on the ground of timing of issuance of subsequent instructions.
- 40.** For the foregoing reasons, this Court is of the considered opinion that the impugned order dated 17.03.2026 does not suffer from any illegality, irrationality, arbitrariness, or procedural impropriety so as to warrant interference in exercise of extraordinary jurisdiction under Article 226 of the Constitution of India. The petitioner has failed to establish any enforceable legal right or any violation of constitutional or statutory mandate that would justify issuance of a writ of mandamus in its favour. The challenge raised

is essentially in the realm of contractual and policy matters, wherein the scope of judicial review is extremely limited and this Court does not sit as an appellate authority over administrative decisions of the authorities concerned.

- 41.** Accordingly, finding no merit in the petition, the writ petition stands **dismissed**. There shall be no order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

Anu

Head-Note

Participation in a tender process does not confer any vested or enforceable right to claim award of contract in the absence of a concluded agreement. A tendering authority is entitled to cancel the process in furtherance of a bona fide policy decision taken in public interest, and such action is not open to judicial interference unless found to be arbitrary, mala fide, or contrary to statutory provisions. Judicial review under Article 226 is confined to examining the decision-making process and not the merits of administrative or policy decisions.