



**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

147

**Date of Decision: 21.03.2025**

(1)

**CWP-6217-2025 (O&M)**

Yogesh Gupta

...Petitioner

Versus

Union of India and others

...Respondents

(2)

**CWP-6510-2025**

Madan Lal

...Petitioner

Versus

Food Corporation of India and others

...Respondents

(3)

**CWP-6837-2025**

Ajay Pal

...Petitioner

Versus

Food Corporation of India and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR  
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. D.S. Patwalia, Senior Advocate with  
Ms. Priyanka Chaudhary, Advocate,  
for the petitioner in CWP-6217-2025.

Mr. Ghulam Nabi Malik, Advocate,  
for the petitioner(s) in CWP-6510-2025.

Mr. Nitin Kaushal, Advocate,  
for the petitioner(s) in CWP-6837-2025.

Mr. Ashok Aggarwal, Senior Advocate with  
Mr. K.K. Gupta, Advocate,  
Mr. Vaibhav Gupta, Advocate,  
Mr. Shrenik Jain, Advocate,  
for respondents No.2 and 3-FCI in all cases.



Mr. Anurag Chopra, Advocate with  
Ms. Himani Janwal, Advocate, for  
respondent No.5 in CWP-6510-2025 & CWP-6837-2025  
and respondent No.4 in CWP-6217-2025.

Mr. Sandeep Singh Ghangas, Advocate,  
for respondent No.4 in CWP-6510-2025.

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**SURESHWAR THAKUR, J. (ORAL)**

1. By this common judgment, we propose to dispose of the aforesaid three writ petitions, as they relate to one tender process. With the consent of counsel for the parties, the facts are being taken from CWP-6217-2025.
2. In CWP-6217-2025, petitioner-Yogesh Gupta has asked for the hereinafter extracted reliefs:-

“Civil Writ Petition under Articles 226/227 of the Constitution of India with a prayer that this Hon'ble Court may be pleased to issue an appropriate writ, order or direction, including a writ in the nature of Certiorari, quashing the action of rejection of bid dated 03.03.2025 (P-6) with respect to tender bearing No. GEM/2024/B/5721579 dated 18.12.2024 (P-1) by respondent No.3 for the work i.e. Handling and Transport Contractor (HTC) at FCI, Handiaya Centre for a period of two years, as the said action is completely wrong, illegal and arbitrary as the said rejection of tender is sans any valid reason and is based on wrong/baseless presumptions.

It is further prayed that this Hon'ble Court may be pleased to issue an appropriate writ, order or direction including a writ in the nature of Mandamus, directing the respondents to approve the technical bid of the Petitioner by accepting the bid as submitted by the petitioner.

It is further prayed that during the pendency of the present writ petition and subject to the final outcome of



the same, the tender of Handling and Transport Contractor (HTC) for FCI, Handiaya Centre be stayed.”

3. The Food Corporation of India, arrayed as co-respondent No.2, floated an Invitation to Offer (Annexure P-1). The said online published invitation to offer was for handling, transporting and other mining services, percentage quote based, handling & transport service and Regular HRC. The responses to the supra were made by all the persons interested. However, the responses theretos of the petitioner in CWP-6510-2025 and of the petitioner in CWP-6837-2025 became rejected.

4. The reasons for rejecting the technical bid of the present petitioner are detailed in Annexure P-6. As such, the contents of Annexure P-6 are *ad verbatim* extracted hereinafter:-

“the undersigned examined the issue in detail and has gone through the documents uploaded by Yogesh Gupta, its representation vis-à-vis reasons of the rejection of his Technical Bid and on perusal of the concerned file/records of the case and it has been observed that his bid was technically disqualified considering that bidder has failed to upload requisite documents for qualifying in the Tender Enquiry in accordance with the technical criteria laid down in the NIT and MTF. These relevant clauses of NIT & MTF are as follows: Clause 5(a): The Tenderer must fill up and sign the forwarding letter in the format given in Appendix-I and also furnish full, precise and accurate details in respect of information asked for in Appendix-II attached to the form of tender. The filled and signed Appendices I and II are to be scanned and uploaded at the space provided in the GeM Portal. Clause 8 (b): Tender Document (except price bid) along with supporting documents duly signed have to be scanned



and uploaded at the requisite places in the GeM Portal. Clause 8 (d): Technical Bid shall include the following: i. All the Annexures & Appendices of MTF duly signed on each page by the Tenderer should be scanned and uploaded in GeM Portal. ii. Earnest Money Deposit details along with receipt, if any. Iii. List of Scanned copy of documents attached as per the format in Appendix II, duly signed by the Tenderer. Clause 8(k): Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed will be rejected. RO-PB-13.0026.0(11)/3/2025-Contract-RO PB I/1940000 /2025 Clause 8(j): The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initiated by the authorized signatory. On examining the issue in detail while considering the clauses of MTF, it is observed that clause 5(a) stipulates that the tenderer must fill up and sign the forwarding letter in the format and the filled and signed appendices I and II are to be scanned and uploaded. The clause 8(b) specifically stipulates that tender documents along with supporting documents are required to be duly signed have to be scanned and uploaded. Further, clause 8(d) (i) stipulates that all the annexures & appendices of MTF duly signed on each page by the tendered should be scanned and uploaded. Whereas, the clause 8(k) stipulates that any tender not accompanied by all the schedules/annexures intact and duly filled in and signed will be rejected. Whereas, apparently the bidder has not signed the documents, but affixed the images/stamps of signatures on the tender documents and uploaded. In his representation, the bidder is claiming having signed the documents but bare perusal of the document clarifies that



the same is image/stamp of signature. The advisory and CVC guidelines does not rescue the bidder, as his tender documents are treated as not signed. The tender documents, Annexures, Schedules were neither digitally signed nor signed physically by the authorized person and hence the undersigned observes that bidder failed to adhere to the terms and conditions of MTF and his bid was rightly disqualified. Thus, keeping in view the factual position vis-à-vis the provisions contained in the MTF, the representation of Yogesh Gupta being devoid of merit, is hereby rejected.”

5. Today, the counsel appearing for the respondents are extremely vehement in their submissions that the reasons disclosed in the rejection order, stating therein that the petitioner-Yogesh Gupta, rather had not duly signed, as required by the tender condition, thus, the bid documents, but has only affixed the images/stamps of signatures, on the tender documents and uploaded them on the e-portal concerned, thus, is not required to be interfered with at all in the exercising of writ jurisdiction, as *ipso facto*, the said reason has an effective conclusivity.

6. Since the said made submission before this Court by the learned counsel for the respondents *ex facie*, appears to even without an expert opinion becoming placed on record or becoming appended with the rejection of the technical bid of the petitioner, but naturally, therebys attempts to unilaterally by a mere *ipse dixit* of the respondent concerned, rather foist an aura of conclusivity to the said made reason.

7. In the face of the above lack of expert opinion becoming elicited by the respondent concerned so as to fortify the reason supra, as made in the order rejecting the technical bid of the petitioner-Yogesh Gupta,



therebys this Court in the exercise of writ jurisdiction, thus, cannot accept any submission made by the learned counsel for the respondents, that this Court, may *suo motu* examine the bid documents, so that therebys, this Court can proceed to either accept or reject the reasons supra as made in the rejection order. The reason for stating so emanates from the factum, that since therebys, this Court would be ill-functioning as an expert, which functioning otherwise falls exclusively within the domain of the subject expert, whose services never became requisitioned nor his report becomes appended with the rejection order, whereas, rather, the appending of the report of the expert but was a dire necessity to support the reasons recorded in the rejection order. Consequently, for omission thereof, the reasons supra, as detailed in the rejection order, do not, at this stage, acquire any truth. Resultantly, therebys, the order rejecting the technical bid of the present petitioner is quashed and set aside.

8. It would also be not out of way to mention here that the offer made by the petitioner-Yogesh Gupta, was in a sum of Rs.18,00,00,000/-, whereas, the offer of the successful bidder was much higher than the said quoted offer, inasmuch as, the offer made by the successor bidder became comprised in a sum of Rs.25,00,00,000/-. Since, therebys, there is a deficit of Rs.7,00,00,000/- in the respectively made offers, theresupons, there is sufficient room for this Court to conclude that the respondent concerned, but has overridden the lessor bid of the petitioner-Yogesh Gupta and has proceeded to accept the higher bid of respondent No.4, wherebys, public money but naturally became the ill causality.

9. Since this Court, for the reasons detailed above, has quashed



and set aside the order rejecting the technical bid passed viz-a-viz the petitioner-Yogesh Gupta, therebys, subsequently, this Court also directs to ensure that a larger field of participation in the subsequently floated e-tender, thus, becomes also concomitantly ensured. Moreover, also to ensure that an escalated level of transparency, than became embarked into in the present subject tender, becomes so embarked in the subsequent tender. In addition also to ensure that all the relevant applicable provisions to the bid documents which are submitted online, and, as become contemplated in the Information Technology Act, 2000, are thoroughly scrutinized by the respondent concerned, whereafter they become ensured to be rigorously applied to the online submitted tender documents, thus, on the GeM portal maintained by the respondents, cumulatively therebys this Court is led to further, after rejecting the present petition, thus, direct the respondents to refloat an online Invitation to Offer.

10. Be that as it may, since it is also stated at bar today by Shri K.K. Gupta, Advocate, appearing on behalf of the Food Corporation of India, that the transportation of all essential commodities, would become gravely affected, as immense time would become consumed in culminating the subsequently engaged into tendering process, therebys he states that as an *ad hoc* arrangement, the existing entity/person concerned, be retained on *ad hoc* basis, thus, in terms of the apposite policy/rules but till the culmination of the subsequent tendering process. The said argument is accepted and this Court directs the Food Corporation of India to, within two weeks from today, float an online tender and to also expeditiously culminate the said refloat Invitation to Offer. However, till the culmination of the



subsequent online tendering process, the respondent- Food Corporation of India, is directed to, retain on an *ad hoc* basis, the earlier entity person concerned, who became earlier assigned the subject works.

11. These writ petitions are disposed of accordingly.
12. Pending applications, if any, also stand disposed of.

**( SURESHWAR THAKUR )  
JUDGE**

**( VIKAS SURI )  
JUDGE**

**March 21, 2025**

*harish*

Whether speaking/reasoned      Yes/No

Whether reportable                Yes/No