HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S. B. Civil Writ Petition No. 19631/2025

CNR: RJHC021100422025 | URN: CW / 43841U / 2025

M/s. Shree R.N. Metals India Pvt. Ltd., having its Registered Office at F-79 80 & E-81 (A), RIICO Ind. Area, Sarna Doongar, Jaipur through its Managing Director Sh. R.N. Sharama.

----Petitioner

Versus

1. State of Rajasthan, through Principal Secretary, Department of Energy, Government of Rajasthan, Secretariat, Near Statue Circle, Jaipur-302005
2. Chairman and Managing Director, Rajasthan Rajya Vidyut Utpadan Nigam Ltd., Vidyut Bhawan, Jyoti Nagar, Jan Path, Jaipur-302005.
3. Chief Engineer (Thermal Design), Rajasthan Rajya Vidyut Utpadan Nigam Ltd., 6Th Floor, Room No.602, LIC, Jeevan Deep Building, Plot No. DC-03, Tonk Road, Lal Kothi, Jaipur-302005.
4. Superintending Engineer (TD-1), Rajasthan Rajya Vidyut Utapadan Nigam Limited, 6Th Floor, Room No.602, LIC, Jeevan Deep Building, Plot No. DC-03, Tonk Road, Lal Kothi, Jaipur-302005.

----Respondents

For Petitioner	:	Mr. James Bedi Advocate. Mr. Aditya Maheshwari Advocate.
For Respondents	:	Mr. Abhinav Mukherji Senior Advocate assistede by Mr. Kartik Seth Advocate, Ms. Shilpa Saini Advocate, Mr. Keshav Parashar Advocate (For Respondents No. 2, 3 and 4). Mr. Sandeep Pathak Advocate with Mrs. Jaya Pathak Advocate, Ms. Shefali Sharma Advocate and Mr. Arnav Singh Advocate (For Applicant-M/s. Shri Balaji Industrial Products Limited.)

HON'BLE MR. JUSTICE ANAND SHARMA

Judgment

13/08/2026

1. Petitioner has filed this writ petition challenging Notice Inviting Tender (NIT) dated 24.11.2025 issued by the respondents and has prayed for issuing a direction against the respondents to reframe and re-issue the tender in conformity with notifications dated 19.11.2015 as amended on 29.08.2018.

2. The petitioner has come out with a case that the petitioner is a prominent manufacturer and supplier, having specialization in manufacturing and supplying grinding media balls for the cement and power industries and other cast/forged steel products. The petitioner is also duly registered under the provisions of the Micro, Small and Medium Enterprises Development Act, 2006 (hereinafter to be referred as 'the MSME Act').

3. Grievance of the petitioner is that the respondent-Rajasthan Rajya Vidyut Utpadan Nigam Limited, which although is a procuring entity within the meaning of the Rajasthan Transparency in Public Procurement Act, 2012(hereinafter to be referred as 'the Act of 2012'), issued NIT dated 24.11.2025 for procurement of grinding balls for BBD-4772/4760 type BHEL supplied Coal Pulverizers/Mills for CTPP Chhabra, SSTPS Suratgarh and KTPS Kota, yet such NIT is not in consonance with the notification issued under the RTTP Act. As per the petitioner, the State Government, in exercise of powers conferred under the RTTP Act and the rules framed thereunder, issued notification

dated 19.11.2015, which was further amended on 29.08.2018, wherein it was mandated for all procuring entities to reserve procurement of goods listed in the schedule exclusively from local MSME unit. But in the instant case, while issuing impugned NIT, such provision with regard to reservation of procurement from local MSME has been ignored by the respondents. That apart, provision with regard to concessional earnest money deposit and other relaxations which are required to be provided to MSME units have not been included in the NIT. Therefore, the impugned NIT having been issued in flagrant violation of the provisions of the RTTP Act and notifications issued thereunder, is arbitrary and liable to be quashed and set aside and the respondent-Nigam is under an obligation to reframe and re-issue the NIT.

4. The respondent-Nigam filed reply to the writ petition, categorically denying any violation of the RTTP Act in issuance of impugned NIT. At the outset, objection with regard to maintainability of writ petition was raised by submitting that since the petitioner never applied pursuant to impugned NIT, therefore, it has got no right to challenge its conditions. It was submitted that the petitioner is not a manufacturer and is rather a fabricator. It was further submitted that the petitioner having misinterpreted the provisions of the RTTP Act, notifications issued thereunder and terms and conditions of the NIT, filed the present writ petition with distorted and incomplete facts. It was also objected that the scope of interference in tender matters in writ petition is very limited and no interference can be made to direct

the respondent-Nigam to include a particular condition or to frame tender conditions as per the wishes of the petitioner.

5. Learned counsel for the petitioner, while pressing the writ petition, drew indulgence of this Court towards notification dated 19.11.2015, wherein it has been mentioned that it shall be mandatory for the procuring entities to procure the goods mentioned in the Schedule appended thereto from Micro and Small Enterprises only and also to accord price or purchase preferences to MSME units situated in Rajasthan. He also submits that to reduce the transitional cost of tender business for MSME units, the procuring entity is required to supply bidding documents to MSME units on 50% of the prescribed cost and bid security for MSME units shall be @ 0.5% of the value of the quantity offered to be supplied by them. Learned counsel for the petitioner further submits that as per Item No. 58 of the Schedule appended to the notification, the notification would apply for fabrication of all types, therefore, in the instant case, the respondent-procuring entity was under a legal obligation to follow the notification, which has not been done. Thus, the NIT is liable to be quashed and set aside. Learned counsel for the petitioner in support of his arguments has relied upon the judgments in the cases of **Vinishma Technologies Pvt. Ltd. vs. State of Chhattisgarh & Ors., MANU/SC/1366/2025; Gas Authority of India Limited vs. Indian Patrochemicals Corp. Ltd. & Ors., MANU/SC/0099/2023; Banshidhar Construction Pvt. Ltd. vs. Bharat Coking Coal Limited & Ors., MANU/SC/1087/2024; Tata Cellular vs. Union of**

India, (1994) 6 SCC 651; Michigan Rubber (India) Limited vs. State of Karnataka & Others, (2012) 8 SCC 216; Reliance Energy Limited & Ors. vs. Maharashtra State Road Development Corporation Ltd. & Ors., MANU/SC/3810/2007; Madho Das Mundhra vs. Railtel Corporation of India Limited & Another, MANU/WB/0980/2021; Subir Ghosh vs. The State of West Bengal & Others, MANU/WB/0960/2020; Opaque Infrastructure Pvt. Ltd. vs. Union of India & Ors., MANU/DE/0964/2015; Poorvanchal Caterers & Ors. vs. Indian Railway Catering & Tourism Corporation Ltd. & Ors., MANU/DE/0503/2009; Premier Printing Press & Ors. vs. State of Rajasthan & Ors., MANU/RH/0955/2017; Mohan Traders vs. Raj. Rajya Sahkari Upbhokta Sangh Ltd. & Ors., MANU/RH/0295/2021; Shera Ram Choudhary vs. State of Rajasthan & Ors., MANU/RH/0163/2022; Gharda Chemicals Limited vs. Central Ware housing Corpn., MANU/DE/0192/2005; Shree Shubham Logistics Limited & Ors. vs. State of Rajsthan & Ors., MANU/RH/0809/2018; decision of Co-ordinate Bench of this Court at Principal Seat Jodhpur in the case of **M/s. Ujjain Dreams vs. State of Rajasthan & Others (S.B. Civil Writ Petition No. 1439/2026 decided on 17.02.2026)**.

6. Per contra, Mr. Abhinav Mukherji, learned Senior Counsel appearing on behalf of Respondent No. 2, 3 and 4 submitted that vide impugned NIT dated 24.11.2015, a customised, specialised and specifically manufactured product as

per requirements shown in the NIT, was to be procured. Learned Senior Counsel submitted that condition No. 4(ii) of the NIT would make it clear that the bidder should be manufacturer of grinding balls of types (Forged Steel/Hi-chrome/Ceramic inserted/Low alloy Cast Iron/ Manganese steel etc.) and must have supplied grinding media balls to M/s. BHEL/Stein. Learned Senior Counsel submits that the petitioner is not manufacturer of grinding media balls and rather, it is simply a fabricator. Therefore, even otherwise the petitioner was not eligible to participate in the impugned NIT. Learned Senior Counsel further submitted that so far as notification dated 19.11.2015 is concerned, that is applicable in the cases of fabrication and not in the cases of manufacturing. Therefore, the allegation of violations of provisions of the RTTP Act or notifications issued thereunder is misconceived. The respondents have made compliance of the provisions of the RTTP Act in its letter and spirit.

7. It has also been stated that during pendency of the writ petition, the tender proceedings have been finalised and work order has already been issued to successful bidder, namely M/s. Shri Balaji Industrial Products Limited. Therefore, looking to the nature of procurement as required by impugned NIT, at this stage, no interference is warranted in the instant writ petition. Learned Senior Counsel appearing on behalf of the respondents in support of his arguments has relied upon the judgments of the Hon'ble Supreme Court in the cases of **National Highways Authority of India vs. Gwalior-Jhansi Expressway Limited, (2018) 8 SCC 243; Tata Cellular vs. Union of India, (1994)**

6 SCC 651; Tata Motors Limited vs. Brihan Mumbai Electric Supply & Transport Undertaking (BEST) & Others, (2023) 19 SCC 1; Prakash Asphaltings & Toll Highways (India) Limited vs. Mandeepa Enterprises & Others, 2025 SCC OnLine SC 1959; Agmatel India Private Limited vs. Resoursys Telecom & Others, 2022 SCC OnLine SC 113; decision of other High Courts in the cases of **Pathak Engineering Corporation & Another vs. State of West Bengal & Others, 2023 SCC OnLine Cal 4688; Siddhanath Construction vs. State of Maharashtra through the Secretary & Another, 2025 SCC OnLine Bom 3218; Primatel Fibcom Ltd. vs. Indian Oil Corporation Limited & Ors. (WP (C) No. 8220/2024 decided on 01.06.2024)**.

8. During pendency of the writ petition, successful bidder M/s. Shri Balaji Industrial Products Limited submitted an application for its impleadment as party respondent in the writ petition. Mr. Sandeep Pathak, learned counsel for the applicant submitted that tender process has been initiated in accordance with the provisions of the RTTP Act and the petitioner has never been an applicant in the process. As many as three firms participated in the process and after assessing their competitive bids, the applicant has been declared as successful bidder and accordingly, has also been issued work order.

9. Heard learned counsel for the parties and carefully perused the material on record.

10. On prima facie examination of notification dated 19.11.2015, amended from time to time, it comes out that so far

as provision for reservation of procurement process only from MSME units is concerned, that is confined only to the items prescribed in Schedule appended to the notification. The petitioner has relied upon Item No. 58, which relates to fabrication of all types whereas in the present case, the NIT in question would reveal that the basic requirement or pre-qualifying criteria is that the bidder should be manufacturer of grinding balls and must have supplied the grinding media balls to M/s. BHEL/Stein. In the instant case, no material whatsoever has been placed on record by the petitioner to demonstrate that the petitioner is a manufacturer of the product sought to be procured, nor has it placed on record anything to show that at any point of time, the petitioner had supplied grinding media balls to to M/s. BHEL/Stein. Therefore, even otherwise, the petitioner was not eligible to participate in the NIT in question.

11. It has also not been disputed by learned counsel for the petitioner that the petitioner never made any attempt whatsoever to participate in the impugned NIT dated 24.11.2025. Therefore, merely claiming itself to be MSME unit would not confer any locus upon the petitioner to challenge the impugned NIT.

12. In the case of **National Highways Authority of India vs. Gwalior-Jhansi Expressway Limited (supra)**, the Hon'ble Supreme Court has held that having failed to participate in the tender process, nobody can be permitted to challenge such tender process. Para 20 of the report, being relevant, is quoted as under:

*"**20.** While considering the relief claimed by the respondent (claimant), the same should have been tested on the touchstone of the principle governing the tender process, especially when the validity of the tender document has not been put in issue or challenged before any competent forum. Going by the terms and conditions in the tender documents, as already alluded to in para 10 above, there is no tittle of doubt that the right of the claimant (respondent) to match the bid of L-1 or to exercise ROFR would come into play only if the respondent was to participate in the tender process pursuant to the notice inviting tenders from the interested parties. The objective of tender process is not only to adhere to a transparent mechanism but to encourage competition and give equal opportunity to all tenderers with the end result of getting a fair offer or value for money. The plain wording of the eligibility clause in the tender documents and the incidental stipulations make it explicit that the respondent was required to participate in the tender process by submitting its sealed bid (technical and financial). The fact that a deeming clause has been provided in the tender document that if the respondent was to participate in the bidding process, it shall be deemed to fulfil all the requirements of the tender Clauses 3 to 6 of RFP, being the existing concessionaire of the project, does not exempt the respondent from participating in the tender process; rather the tenor of the terms of the documents made it obligatory for the respondent to participate in the tender process to be considered as a responsive bidder, along with others. Having failed to participate in the tender process and, more so, despite the express terms in the tender documents, validity whereof has not been challenged, the respondent cannot be heard to contend that it had acquired any right whatsoever. Only the entities who participate in the tender process pursuant to a tender notice can be allowed to make grievances about the non-fulfilment or breach of any of the terms and conditions of the tender documents concerned. The respondent who chose to stay away from the tender process, cannot be heard to whittle down, in any manner, the rights of the eligible bidders who had participated in the tender process on the basis of the written and express terms and conditions. At the culmination of the tender process, if the respondent had not participated, in law, the offer submitted by the eligible bidders is required to be considered on the basis of the stated terms and conditions. Thus, if the claim of the respondent was to be strictly adjudged on the basis of the terms and conditions specified in the subject tender document, the respondent has no case whatsoever."*

13. While relying upon the aforesaid judgment, in the case of **Pathak Engineering Corporation & Another (supra)**, the Division Bench of Calcutta High Court has observed that a person or entity, who stands out of tender process or fails to comply with

the terms and conditions of the tender document, cannot acquire any right or interest, much less an exceptional or enforceable claim in respect of such tender process.

14. In the case of **Tata Cellular (supra)**, while examining the matter relating to tender process, the Hon'ble Supreme Court has laid down in quite explicit terms that a writ court, while exercising jurisdiction under Article 226 of the Constitution of India, can simply examine the decision-making process and not the decision itself. In the instant case also, this Court finds that there is no violation or manifest illegality in the decision-making process.

15. In the case of **Tata Motors Limited vs. Brihan Mumbai Electric Supply & Transport Undertaking (BEST) & Others, (supra)**, the Hon'ble Supreme Court has observed that Courts can only interfere only where there is arbitrariness, irrationality, malafides and bias. In contracts involving technical issues, the courts should be very reluctant because of lack of expertise to adjudicate upon technical issues. It was further observed that the courts should not use a magnifying glass while scanning the tenders and make every small mistake appearing like a big blunder.

16. In the case of **Michigan Rubber (India) Limited (supra)**, while examining the scope of interference in tender matters, general guidelines were laid down by the Hon'ble Supreme Court and it has been held that in the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State

authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted. The Hon'ble Supreme Court further went on to observe that certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work. Para 17 to 19 of the report being relevant, are quoted hereunder:

> *"**21.** In Jagdish Mandal v. State of Orissa [(2007) 14 SCC 517] the following conclusion is relevant: (SCC pp. 531-32, para 22)*
>
> > *"22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made 'lawfully' and not to check whether choice or decision is 'sound'. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:*
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> > > *(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."

***22.** The same principles have been reiterated in a recent decision of this Court in Tejas Constructions & Infrastructure (P) Ltd. v. Municipal Council, Sendhwa [(2012) 6 SCC 464].*

***23.** From the above decisions, the following principles emerge:*

(a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government."

17. In view of above, this Court finds that the writ petition filed by the petitioner is devoid of any substance and merit and the same is, hereby, dismissed.

18. Pending applications, if any, also stand dismissed.

(ANAND SHARMA),J

MANOJ NARWANI