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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment Reserved on: 25.03.2026

Judgment delivered on: 02.04.2026

Judgment uploaded on: *As per Digital Signature~*

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W.P.(C) 1815/2026 CM APPLs. 8759/2026, 9714/2026, 18583/2026

M/S KARIX MOBILE PRIVATE LIMITEDPetitioner

Through: Mr. Jayant K. Mehta, Sr. Adv. with
Mr. Zeeshan Diwan, Mr. Krishna
Datta Multani, Mr. Joel James, Ms.
Ankita Yadav, Mr. Harsha and Ms.
Mansvini Jain, Advs.

versus

NATIONAL INFORMATICS CENTRE SERVICES INC & ORS.

.....Respondents

Through: Ms. Shiva Lakshmi, SPC, Ms.
Rakshita Goyal and Mr. Ranjan
Mozumdar, Advs. for R-1.
Mr. Sakal Bhushan, Sr. Adv. with Mr.
Anubhav Mehta, Mr. Vasu Bhushan,
Mr. Surendra Kumar and Mr. Nipun
Bhushan, Advs. for R-2.
Mr. Saurabh Kirpal, Sr. Adv. with
Ms. Monisha Mane Bhangale, Mr.
Pranav Sarthi, Mr. Junaid Aamir, Mr.
Udit Bajpai and Mr. Chandrajit,
Advs. for R-3.
Mr. Sanjay Poddar, Sr. Adv. with Mr.
Shivam Goel, Ms. Ramya S. Goel,
Ms. Sanya Sharma and Ms. Anshika
Singh, Advs. for Pinnacle
Teleservices Pvt. Ltd.



CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

JUDGMENT

MANMEET PRITAM SINGH ARORA, J.

1. The present petition has been filed under Article 226 of the Constitution of India seeking quashing of the Letter of Empanelment dated 26.12.2025 ['LoE'] issued by Respondent No. 1/National Informatics Centre Services Inc. ['NICSI'] in favour of Respondent No. 2/Onextel, on the ground that the subject tender for 'Empanelment for the implementation of Message Gateway Services of Government of India' stands vitiated by fraud and misrepresentation.

The core grievance of the Petitioner is that the contract has been awarded to an ineligible entity which secured qualification by submitting a false and invalid CMMI ['Capability Maturity Model Integration'] certification, a mandatory pre-condition under the Request for Empanelment (RFE) dated 28.02.2025.

Submissions by the Petitioner

2. It is the Petitioner's case that the requirement of a valid CMMI Level 3 or above certification was an essential and non-curable eligibility condition, particularly in view of the sensitive nature of Message Gateway Services involving governmental communications and citizen data.

3. Mr. Jayant K. Mehta, learned senior counsel for the Petitioner contends that Respondent No. 2 submitted a purported CMMI Level 5 certificate issued by UK Certification & Inspection Ltd. [UKCert], an entity not authorized by the CMMI Institute under Information Systems Audit and



Control Associations [‘ISACA’] to issue such certifications.

3.1 He relies on official communications issued by ISACA dated 21.01.2026, 27.01.2026, and 12.02.2026 addressed to the Petitioner and NICSI respectively, confirming the relevant facts. The Petitioner further relies upon publicly available material, including the cautionary notice/advisory published on the CMMI website declaring UKCert to be an unrecognized entity, and an online publication on ‘www.the420.in’ concerning allegations of bogus certifications. He contends that the purported certification is *ex facie* invalid, therefore, Respondent No. 2 is ineligible to participate in the tender process.

3.2 He further submits that despite bringing the fraudulent nature of the certification to the notice of Respondent No. 1 through multiple representations, no corrective action has been taken, and on the contrary, Respondent No. 1 proceeded to award and continue the empanelment in favour of Respondent No. 2, thus demonstrating complete non-application of mind and arbitrariness.

3.3 He contends that the tender conditions themselves mandate rejection of bids supported by false documents and even provide for blacklisting of such bidders, and therefore, the failure to act in accordance with these stipulations vitiates the entire procurement process.

3.4 He additionally submits that Respondent No. 2 knowingly relied upon an unauthorized and invalid certification to wrongfully secure the tender, amounting to fraud on the tendering authority and causing prejudice to other compliant bidders.

3.5 He submits that Respondent No. 2 has, in effect, made a tacit admission regarding the invalidity of its CMMI certification in its response



dated 30.01.2026; instead of unequivocally asserting that the certificate was issued by an authorized body, Respondent No. 2 has merely stated that it obtained the certification in ‘good faith’ and had no reason to believe it was invalid at the relevant time. He submits that eligibility under the tender is to be assessed on strict compliance with mandatory conditions and not on subjective belief, and therefore, this stance of Respondent No. 2 further establishes its ineligibility ab initio.

3.6 He further urges that such actions are in violation of the General Financial Rules, 2017 [‘GFR Rules’] and settled principles governing public procurement, which mandate fairness, transparency, and strict adherence to eligibility conditions.

3.7 He asserts that, therefore, the impugned empanelment is arbitrary, illegal, and contrary to public interest, particularly given the critical nature of the services involved and the continued award of such a contract to an ineligible entity poses serious risks to data security and governance.

3.8 He relies upon the judgment of Supreme Court in **Vidarbha Irrigation Development Corporation & Ors. vs. Anoj Kumar Agarwala and Ors.**¹, to contend that the Courts have interfered with the Tender process where the essential eligibility conditions are violated.

Submissions by Respondent No. 1

4. Ms. Shiva Lakshmi, learned counsel for Respondent No. 1 submits that the bid submitted by Respondent No. 2 was duly examined by a committee comprising senior technical experts, including top-level officers such as Scientist ‘G’ and Scientist ‘F’ from the National Informatics Centre [‘NIC’], along with domain experts from Technical Evaluation Committee

¹ (2020) 17 SCC 577, at paragraph no. 11, 14, 16-18



['TEC']. She contends that the evaluation process was carried out by competent authorities possessing requisite technical expertise, and therefore, the decision to accept Respondent No. 2's bid cannot be said to suffer from arbitrariness or lack of due scrutiny.

4.1 She further contends that CMMI is merely a process improvement framework or standard and does not constitute proprietary intellectual property exclusively controlled by the CMMI Institute or ISACA; CMMI provides a model outlining 'what' processes an organization should adopt rather than 'how' to implement them, and therefore, certifications relating to such standards are not restricted to a single issuing authority. She asserts that in this regard, there is no conclusive material to establish that ISACA or the CMMI Institute is the sole body authorized to issue CMMI certifications, and that similar certifications are issued by multiple organizations, including UKCert and other international certification bodies.

4.2 She places reliance on the financial evaluation of bids to justify the award of the tender, submitting that Respondent No. 2 emerged as the lowest (L1) bidder offering significantly competitive rates as compared to other bidders. She submits that the quoted value of Respondent No. 2 was substantially lower than that of Respondent No. 3/Netcore and the Petitioner, thereby resulting in considerable savings in public expenditure. She relies upon comparative analysis of SMS business volume and rates to demonstrate the financial advantage and overall economic benefit achieved by awarding the contract to Respondent No. 2.

Submissions by Respondent No. 2

5. Mr. Sakal Bhushan, learned senior counsel for Respondent No. 2 submits that the present challenge is an afterthought and has been raised



only after the Petitioner failed in the financial bid. He argues that such a belated challenge, after issuance of the LoE and subsequent investments by Respondent No. 2, is untenable and intended to derail the tender process.

5.1 He contends that the Petitioner, having historically provided similar services to Respondent No. 1 and allegedly enjoying a dominant position in the market, is seeking to delay or cancel the tender to continue its existing arrangements at higher costs, thereby acting in its own commercial interest rather than in public interest.

5.2 On the issue of CMMI certification, he contends that CMMI is an internationally recognized process framework and not a certification restricted to any single authority. He argues that the tender conditions did not mandate certification from any specific entity or from the CMMI Institute alone.

5.3 He submits that the Petitioner is estopped from questioning the validity of the CMMI certification, inasmuch as its own affiliate/group entity has, in the past, relied upon and submitted a similar certification issued by another third-party entity to secure a government contract.

5.4 He additionally emphasizes Respondent No. 2's technical competence, industry standing, and extensive experience in handling large-scale communication services for government and enterprise clients. He contends that its proven track record, infrastructure capacity, and operational capabilities establish its suitability for the contract, irrespective of the Petitioner's objections.

5.5 He submits that the tendering authority is the best judge of the tender conditions and their interpretation, and having duly evaluated and qualified Respondent No. 2, the decision ought not to be interfered with in writ



jurisdiction.

Submissions by Respondent No. 3

6. Mr. Saurabh Kirpal, learned senior counsel for Respondent No. 3, while opposing the writ petition, submits that the present proceedings are a misconceived attempt by an unsuccessful bidder to reopen a concluded and competitive tender process. He submits that the tender was conducted in a transparent manner pursuant to the RFE dated 28.02.2025, along with subsequent corrigenda, and that multiple bidders, including the Petitioner, participated with full knowledge of the applicable conditions, including the requirement relating to CMMI certification and upon completion of the evaluation process, Respondent No. 2 and Respondent No. 3 were duly empanelled as L1 and L2 bidders respectively. He submits that the Petitioner's challenge, filed thereafter, is an afterthought aimed at securing a second opportunity through judicial intervention, and is thus not maintainable under Article 226. He contends that the filing of this writ petition is highly belated and ought to be dismissed on this ground alone.

6.1 He submits that the petition raises essentially commercial disputes camouflaged as issues of public law, without any specific allegation of arbitrariness, mala fides, or illegality against Respondent No. 3.

6.2 He emphasizes that Courts must exercise restraint in contractual matters, particularly where technical evaluation by expert bodies is involved, and cannot act as an appellate authority over such decisions. He urges that the petition involves disputed questions of fact, including allegations of fraud, which are not amenable to adjudication in writ jurisdiction.

6.3 He submits that the sweeping relief sought by the Petitioner for cancellation of the entire tender, is wholly disproportionate and would cause



serious prejudice to compliant bidders, including Respondent No. 3, against whom no allegations have been made. He points out that Respondent No. 3 has been independently evaluated, found eligible, and empanelled on its own merits, and has already undertaken substantial steps towards implementation, including infrastructure deployment and technical integration, incurring significant costs and any interference at this stage would not only cause irreparable harm to Respondent No. 3 but also disrupt critical public services relating to government communication systems.

6.4 He submits that the revised commercial terms under the present tender are more economical than previous arrangements, thereby serving public interest.

Findings and Analysis

7. We have heard the learned counsels for the parties and perused the record.

8. The RFE issued by NICS I provides certain essential conditions of eligibility which the prospective bidder has to possess for qualification and same are enlisted in Annexure E thereto.

9. The said RFE was amended by NICS I *via* various Corrigenda. Particularly, Corrigendum No. VI dated 14.05.2025 inter alia amended the essential eligibility criteria. The relevant extract of the amendment is set out below:

12.	<i>The bidder must furnish the following certificate and compliance:</i> <i>a) ISO 27001: 2013/2022</i> <i>b) CMMI level 3 certificate or above</i>	<i>Bidder should submit copies of this certification (valid) and online verifiable link (if applicable)</i>
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Compliance of the aforesaid criteria with respect to CMMI certification is the sole issue arising for consideration in the present



proceedings. The technical evaluation was completed on 30.10.2025. Petitioner, Respondent No. 2, Respondent No. 3 and M/s Pinnacle Tele Services Pvt. Ltd. [‘Pinnacle’] were declared to be technically qualified.

10. Thereafter, on 26.12.2025 after the financial bids were opened Respondent No. 2 emerged as the L1 bidder, Respondent No. 3 emerged as the L2 bidder, the Petitioner has emerged as the L3 bidder and Pinnacle emerged as the L4 bidder.

11. NICS I proceeded to issue LoE dated 26.12.2025, whereby Respondent No. 2 has been enabled to procure 70% of the tender traffic and Respondent No. 3 has been enabled to procure 30% of the tender traffic. Petitioner has received no empanelment since it is the L3 bidder.

12. The Petitioner filed the present petition in February, 2026 seeking quashing of the LoE issued in favour of Respondent No. 2 on the ground that the CMMI Maturity Level 5 certificate submitted by Respondent No. 2, issued by an organization known as UKCert, is invalid and/or false.

13. Petitioner contends that CMMI is a globally recognized process improvement framework that assess organizations on maturity Level (1-5), reflecting the efficiency, quality, and reliability of their processes with certification (appraisals) conducted only through authorized partners of ISACA, the company which owns the CMMI Institute which developed this standard/certification.

It contends that UKCert is admittedly not an authorized partner of ISACA and, therefore, not competent to issue the CMMI Maturity Level 5 certificate relied upon by Respondent No. 2.

14. NICS I upon receiving representation from the Petitioner challenging the validity of the certificate issued by UKCert in favour of Respondent No.



2, addressed emails dated 12.02.2026 to both ISACA and UKCert.

ISACA by its reply dated 12.02.2026, has stated that CMMI appraisals may only be conducted by an ISACA's authorized Partner and has asserted that the certificate issued by UKCert is not legitimate. It has clarified that UKCert is not an ISACA partner.

UKCert, by its reply dated 14.02.2026 has confirmed that the certificate relied upon by Respondent No. 2 is valid and active. However, in its reply it has refrained from answering the specific questions posed by NICS I as regards the authority of UKCert to issue the said CMMI certificate.

NICS I constituted a committee on 23.01.2026 to examine the challenge laid by the Petitioner to the certificate issued by UKCert and placed before the said committee the responses received from ISACA, UKCert and the stand of the Petitioner herein. The said committee in its meeting held on 11.03.2026 has concluded that the certificate issued by UKCert is valid and satisfies the eligibility condition of RFE. The findings of the committee have been accepted by the Managing Director of NICS I on 12.03.2026 and the said decision has been placed before the Court.

14.1 NICS I has placed on record along with its short Note dated 24.03.2026, as 'Annexure C', samples of CMMI level 5 certificates issued by several other organizations² (and not by ISACA or its approved partners), which are accepted to be correct. It has contended that NICS I has no information that ISACA or CMMI Institute or its approved partners alone are authorized for issuing these certificates.

NICS I contends that it has accepted certificate issued by non-ISACA

² UKCert, UK Certification and Assessment Ltd., Eurocert Inspectio Limited, International Standards Registrations etc.



partners for other bidders as well including Pinnacle (L4) and, therefore, the eligibility condition has been applied equally to all the bidders and there is no favoritism in favor of Respondent No. 2.

It is, therefore, the stand of NICS I that there is no deficiency in the CMMI Level 5 certificate submitted by Respondent No. 2 and it finds no grounds for cancelling the LoE granted in favour of Respondent No. 2.

15. Respondent No. 2 states that in the RFE there was no requirement that the CMMI Level 5 certificate should be issued by a specific organisation or by an ISACA partner only. It states that the validity of the certificate issued by UKCert had been verified at the pre-qualification stage before 30.10.2025 by NICS I and recently again on 12.03.2026. It states that the CMMI Level 5 certificate was issued on 24.11.2023 after a full technical process audit was conducted by the said agency i.e., UKCert. It, therefore, contends that Respondent No. 2 has been rightly qualified by the NICS I.

15.1 It contends that Petitioner's sister concern Valuefirst Digital Media Pvt. Ltd. ('Valuefirst') as well had submitted a CMMI Level 5 certificate issued by 'International Standard Registration', which is a non-ISACA partner, for securing the WhatsApp contract from NICS I in the year 2023. The said certificate has been placed on record. Respondent No. 2 relies upon this fact to contend that accepting CMMI level 5 certificate from entities other than ISACA or ISACA partners is a practice followed by NICS I, and all bidders understood the eligibility condition of the RFE in this manner.

15.2 It contends that the technical evaluation results were declared on 30.10.2025 and all bid documents, including the CMMI Level 5 certificate submitted by Respondent No. 2, were accessible to all bidders, including the Petitioner, at that stage itself and despite having full knowledge, the



Petitioner did not raise any objection to the technical qualification until after the financial bids were opened on 26.12.2025 and the tender was awarded to Respondent No. 2 as the L1 bidder, while the Petitioner emerged as L3.

It is emphasized that Petitioner made no challenge to Respondent No. 2's technical qualification between 30.10.2025 and 26.12.2025.

15.3 It is stated that Respondent No. 2 accepted the LoE and made a security deposit of Rs. 5 crores on 09.01.2026 and has since made substantial investment of Rs. 9 crores for installing hardware at the two data centres of NICS I at Delhi and Hyderabad for executing the contract scheduled to start operating w.e.f. 01.04.2026.

15.4 It is stated that Respondent No. 2 has been awarded the contract at a consolidated cost of approximately Rs. 270 crores; on the other hand, the price bid offered by Petitioner was Rs. 340 crores. It is contended that NICS I by accepting Respondent No. 2's bid has saved approximately Rs. 70 crores of public money over the three-year period of the contract.

It is stated that Petitioner is the incumbent service provider, who has been providing the SMS services to NICS I for the past 13 years, even though the last contract has expired in the year 2023 and the present writ petition has been filed to perpetuate the extension of its services.

16. Respondent No. 3 has contended that there is no dispute regarding its technical qualification and its financial bid (L2) in the writ petition. It contends that it has relied upon a CMMI level 5 certificate issued by ISACA partner. It states that in these facts the prayer in the writ petition seeking cancellation of the award of LoE for 30% of the traffic awarded in its favour is without any legal basis. It has contended that the writ petition filed in February, 2026 deserves to be dismissed on the grounds of delay and laches.



17. M/s Pinnacle Tele Services Pvt. Ltd. ('Pinnacle') also technically qualified in the bidding process and its financial bid was held to be L4. Pinnacle has contended that it as well had submitted CMMI Maturity Level 5 certificate issued by UKCert. It contends that Petitioner herein has been addressing letters to several tendering authorities by making representations against the validity of the said certificate, and relying upon the pending writ proceedings. It contends that it shall be affected by the outcome of these proceedings.

Issue arising for consideration

18. The factual submission of NICS I that it has accepted CMMI certifications from non-ISACA partners for all bidders (including Respondent no. 2) is not disputed by the Petitioner. Thus, there is no challenge to the tender process on the issue of lack of transparency or fairness.

19. In the facts noted above, the sole issue arising for consideration is thus, whether the decision of NICS I to accept the CMMI Maturity Level 5 certificate(s) issued by UKCert, submitted by Respondent No. 2 (L1) and Pinnacle (L4), is in violation of the eligibility condition prescribed in Corrigendum No. VI and, therefore, an illegality, which would merit interference in the tender process at this advance stage where LoE has already been awarded and the contract is scheduled to commence on 01.04.2026.

20. The substratum of the submission of the Petitioner is that CMMI Maturity Level 5 certificate can *only* be issued by ISACA and its authorized partners. The Petitioner contends that CMMI Institute, USA which developed this industry standard is presently owned by ISACA and UKCert



is not an authorized partner of ISACA and, therefore, it cannot issue a valid CMMI Level 5 certification. Therefore, the certificate submitted by Respondent No. 2 in this bidding process is invalid.

21. NICS I has relied upon the authoritative judgments of the Supreme Court on the legal principle that in exercise of its jurisdiction under Article 226 of the Constitution, the Court shall recognize that the tendering authority is the best person to understand and interpret its requirements, and Courts must defer to such interpretation unless it is shown to be malafide or perverse or illegal. For reference, it would be apposite to take note of the judgment of Supreme Court in **Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.**³, wherein paragraph 15 reads as under: -

“15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.”

[Emphasis Supplied]

It would also be relevant to refer to judgment of Supreme Court in **Agmatel India Pvt. Ltd. v. ResourSYS Telecom**⁴ wherein paragraph 26 reads as under: -

“26. The abovementioned statements of law make it amply clear that the author of the tender document is taken to be the best person to understand and appreciate its requirements; and if its interpretation is manifestly in consonance with the language of the tender document or subserving the purchase of the tender, the Court would prefer to

³ (2016) 16 SCC 818

⁴ (2022) 5 SCC 362



keep restraint. Further to that, the technical evaluation or comparison by the Court is impermissible; and even if the interpretation given to the tender document by the person inviting offers is not as such acceptable to the constitutional court, that, by itself, would not be a reason for interfering with the interpretation given.”

[Emphasis Supplied]

We may also refer to judgment of Supreme Court in **Central Coalfields Limited & Anr. v. SLL-SML (Joint Venture Consortium) & Ors.**⁵ wherein paragraph nos. 47 and 48 reads 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 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

⁵ (2016) 8 SCC 622



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.

[Emphasis Supplied]

22. The condition of CMMI certification under the subject tender in Corrigendum No. VI does not mandate that the certification should be from any specific or exclusive entity i.e., ISACA or its approved partners. Having heard the learned counsel appearing on behalf of NICS I and having perused the minutes of meeting dated 11.03.2026, it is clear that the tendering authority i.e., NICS I did not have in its contemplation that the certificate should originate only from ISACA or its approved partners. Infact, the experts which constitute the TEC of NICS I have consciously accepted the certificates issued by UKCert for Respondent No. 2 (L1) and Pinnacle (L4) as valid. This shows that the experts/TEC on behalf of NICS I believed that CMMI Maturity Level 5 certification can be issued by entities other than ISACA or its approved partners.

In fact, perusal of the e-mails addressed by NICS I to ISACA and UKCert show that NICS I has become aware about the proprietary claims of ISACA only after receiving the representation of the Petitioner in January, 2026.

23. It is admitted that CMMI is a process level improvement training and appraisal program, which has become an Industry standard for projects which are especially related to software. The Petitioner contends that this program was initially developed by CMMI Institute for the United States (US) Government's Defence Program and is proprietary to the said institute. The Petitioner contends that issuance of CMMI level 3, 4 or 5 certification is



a right exclusive to ISACA and its partners; for this it has placed on record the declarations made by CMMI Institute and ISACA on its websites cautioning general public against seeking certifications from non-ISACA partners. Petitioner contends that UKCert is admittedly not an authorized partner of ISACA nor recognized by CMMI Institute and, therefore, lacks the authority to issue any valid CMMI certification.

Conversely, NICS, the tendering authority and Respondent No. 2 as well as Pinnacle (L4) have disputed that ISACA or CMMI Institute or their approved partners are the only entities which can issue CMMI level 5 certification.

Thus, the assertion of the Petitioner that ISACA and its authorized partners have exclusive right to issue CMMI certification, is a disputed question of fact.

24. This Court notes that the Petitioner has not placed on record any document which would show that CMMI Institute or ISACA or its approved partners have legally recognized exclusive rights for issuing CMMI level 3, 4 or 5 certifications, which precludes non-ISACA partner entities such as UKCert from issuing CMMI level 5 certification. The Petitioner has also not placed on record any order of any statutory authority or a judicial authority recognizing the exclusive rights of ISACA, CMMI Institute and its partners for issuing the CMMI certification.

25. If this Court was to accept the submissions of the Petitioner, it would be *implicit* that this Court is accepting that ISACA and CMMI Institute have statutory or proprietary rights for issuing this certification and therefore have exclusive rights. However, this Court in its writ jurisdiction is not competent to make such a determination on the basis of the limited information placed



before it. This Court in exercise of its writ jurisdiction cannot solely on the basis of the declarations made by CMMI Institute on its website or e-mails placed before us conclusively decide that ISACA and its approved partners have exclusive proprietary rights to issue the CMMI Level 5 certification and UKCert does not have the competence to issue this certification, as such a determination of the proprietary rights would require adjudication after hearing both ISACA and UKCert.

26. Therefore, the submission of the Petitioner that the certificate issued by UKCert with respect to Respondent No. 2 is false, is without any basis as also UKCert has confirmed the validity of this certificate to NICS I by its reply e-mail dated 14.02.2026.

27. Perusal of the minutes of NICS I dated 11.03.2026 placed on record similarly demonstrate that NICS I is unaware about the exclusivity claims of ISACA or CMMI Institute and it was not in its (tendering authority) contemplation that the bidder must obtain the CMMI certification from ISACA or its approved partner.

In these facts, the decision of NICS I on the basis of the recommendation of the TEC to accept the certification issued by UKCert as a valid certification cannot be said to be in violation of the tender eligibility condition prescribed in Corrigendum No. VI. There is no document placed before the Court to show that CMMI Level 5 certification issued by UKCert have been found to be sub-par. There is no material on record to show that UKCert is estopped in law from issuing such a certification or that UKCert has been enjoined by any competent Court from issuing such a certification. In these facts, this Court is unable to conclude that the decision of NICS I to technically qualify Respondent no. 2 is illegal.



28. Pertinently, Respondent No. 2 has placed before this Court with its written submission a tender issued on 27.11.2025 by Uttar Pradesh Power Corporation Ltd. where at clause 6, the tendering authority has specified that the CMMI certificate should be issued by an authorized partner of CMMI Institute. However, in the subject RFE admittedly there is no such prescription and as noted above this was also not the intent of NICSI.

29. Thus, in the absence of any reference in the RFE mandating certification from a specific agency, the submission of a CMMI certificate issued by a third-party certifying body, such as UKCert, as accepted by NICSI/TEC cannot be ipso facto treated as illegal. The Supreme Court in **Kimberley Club Pvt. Ltd. v. Krishi Utpadan Mandi Parishad & Ors.**⁶ held that if the tender condition does not specify the identity of the issuing authority, a bidder cannot be disqualified if it submits a certificate otherwise issued by a competent entity. The relevant paragraph of the said judgment is reproduced as under:

“15. Given the situation, it was incumbent on 1st respondent-Mandi Parishad to indicate in the tender conditions that the ‘haisiyat praman patra’ was to be obtained from a District Magistrate as per the procedure laid down in such government notification. Having failed to do so, the 1st respondent-Mandi Parishad could not have rejected the certificate submitted by appellant on the ground that it was not issued by a District Magistrate. That apart, appellant’s certificate has been issued by an experienced valuer registered with the Income Tax Department who is otherwise competent to issue such certificate.”

[Emphasis supplied]

The submission of the Petitioner that certification must exclusively be from a particular authority (such as ISACA or CMMI Institute) would amount to reading into the tender conditions a requirement, which was not in

⁶ 2025 SCC OnLine SC 2323



the contemplation of the tendering authority i.e., NICS I and, therefore, this submission cannot be accepted. Also, as noted above, even the Petitioner until January, 2026 did not believe that the certificate issued by UKCert was invalid.

30. As noted in the earlier part of the judgment, it is trite law that the tendering authority is the best judge of its requirements, as well as the interpretation and application of tender conditions. In the present case, NICS I, acting through a duly constituted committee of technical experts (TEC), has evaluated the bids and found Respondent No. 2 as well as Pinnacle to be compliant with the eligibility criteria, including the CMMI certification requirement. NICS I, even after perusing the representation of the Petitioner and the e-mail of ISACA dated 12.02.2026 has taken a conscious decision of accepting the CMMI certification issued by UKCert. It is thus evident that NICS I has decided to accept the services of Respondent No. 2 with complete awareness about the proprietary claims of ISACA.

Judicial review in tender matters is limited to examining the decision-making process and does not extend to substituting the Court's view for that of expert bodies. In the facts of the present case, we are of the considered view that the Petitioner has been unable to demonstrate any illegality in the decision of the tendering authority and therefore no grounds are made out to interfere under Article 226 of the Constitution.

Delay and laches in filing this petition is fatal and any interference at this stage would be against public interest

31. It is submitted by NICS I and Respondent No. 2 that the present challenge suffers from delay and laches and is liable to be rejected on this ground alone. The Petitioner had full knowledge of the CMMI certification



submitted by Respondent No. 2 as early as 30.10.2025, when the documents forming subject matter of the technical bids of each bidder were disclosed on the portal. Despite such knowledge, the Petitioner chose not to raise any objection during the intervening period and only approached this Court after the financial bids were opened and the LoE was issued on 26.12.2025, wherein the Petitioner emerged unsuccessful. Such a belated challenge, evidently triggered by the adverse outcome of the financial bid, is contrary to settled principles governing public procurement and undermines the sanctity of tender processes, thereby affecting public interest.

32. Respondent No. 2 has also contended that the malafide of the Petitioner is evident from the facts that its sister-concern 'Valuefirst' had similarly relied upon a CMMI level 5 certificate issued by one International Standards Registration, which is not a ISACA approved partner and the said entity secured the WhatsApp service contract from NICS I for the year 2023. Petitioner has not disputed these facts and has orally submitted that Valuefirst has become a part of its group recently i.e., post the award of 2023 WhatsApp contract.

33. We are of the considered opinion that the aforesaid submission of Respondents on delay and laches has merits. The facts on record clearly evidence that Petitioner has been aware since 30.10.2025 that Respondent No. 2 has submitted a certificate issued by UKCert and it raised no objection to the technical qualification of Respondent No. 2's bid on the basis of the said certificate. Pinnacle (L4) similarly submitted a certificate from UKCert and was technically qualified. The Petitioner did not challenge the technical qualification of Respondent No. 2 and Pinnacle at any time until the financial bids were opened on 26.12.2025 in which Petitioner was declared



as L3 and thus unsuccessful. These facts show that procedure for evaluation of tender process adopted by Respondent No. 1 was transparent and fair and the process was not challenged by the Petitioner, until it was unsuccessful in the financial bid. In our considered opinion, having concluded that the bidding process was transparent and fair, no grounds are made out for interfering in the tendering process at the behest of the unsuccessful bidder.

34. The Petitioner embarked on the process of inquiry, with respect to the authority of UKCert to issue certification only in January 2026. The conduct of the Petitioner in initiating an inquiry after the award of LoE in favour of Respondent No. 2 and Respondent No. 3 on 26.12.2025, shows that the Petitioner went about an inquiry to find reasons or causes for disqualifying or ousting Respondent No. 2, however per-se there was no illegality or arbitrariness in the decision making process adopted by NICS I even as per the Petitioner, while awarding the tender process. In these facts therefore it is evident that Petitioner is merely an unsuccessful party, who is seeking out reasons to interfere in the implementation of LoE. The appropriate stage for raising such issues would have been at the pre-bid stage or atleast before the financial bids were opened on 26.12.2025. Entertaining this writ petition at this stage when the contract is to be implemented on 01.04.2026 would be against the legal principles of judicial restraint set out in the aforementioned Supreme Court judgments cautioning against interference in tender process.

35. The Petitioner is the incumbent service provider and its extended contract is expiring on 31.03.2026 and both Respondent No. 2 and Respondent No. 3 are to commence services on 01.04.2026. The service to be availed by NICS I are of public interest and no disruption of services can be countenanced as per NICS I. In these facts, any interdiction of the tender



process by the Court will be clearly against public interest and this is also an important ground to not interfere in this tender process.

36. Accordingly, the writ petition, being bereft of any merit, is dismissed. Pending applications, if any, disposed of. No order as to costs.

37. Before we conclude, we would like to note that Respondent No. 2 during arguments had drawn our attention to the guidance notes for selection of consulting agencies issued by MEITY way back in 2017 advising that certifications like CMMI should be made a part of the pre-qualification criteria selectively and only for relevant tenders. Respondent No. 2 has also drawn our attention to the tender issued by Uttar Pradesh Power Corporation Ltd. specifying that CMMI certification should be issued by CMMI authorized partner. To avoid repetition of the controversy, which has arisen in the present tender, NICS I would be well advised to take precaution in its future tenders to clarify its stance on the certificate issuing entity, if any, for CMMI certification, in the bid document itself.

**MANMEET PRITAM SINGH ARORA
(JUDGE)**

**V. KAMESWAR RAO
(JUDGE)**

APRIL 02, 2026/hp/AJ/AM