



2026:DHC:3361-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Judgment reserved on: 16.04.2026

Judgment pronounced on: 23.04.2026

Judgment uploaded on: 23.04.2026

+ W.P.(C) 12270/2024, CM APPL. 51012/2024, CM APPL. 51013/2024 and CM APPL. 40438/2025

PAHARPUR COOLING TOWERS LIMITEDPetitioner

Through: Mr. Sandeep Sethi, Sr. Adv.
with Mr. Divyakant Lahoti, Mr.
Kartik Lahoti, Ms. Vindhya
Mehra, Ms. Praveena Bist, Ms.
Shubheksha Dwivedi, Ms.
Akanksha Soni, Advs.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Amit Tiwari, CGSC with
Ms. Ayushi Srivastava, Mr.
Ayush Tanwar, Mr. Arpan
Narwal, Mr. Kushagra Malik,
Mr. Ujjwal Tyagi, Advs. for R-
1.

Mr. Paramjeet Benipal, Mr.
Shaurya Dahiya, Advs. for R-2
with ASG Raghuvendra and his
team.

Mr. Saurabh Kirpal Sr. Adv.
with Mr. Sajid Mohammad, Mr.
Sanjeev Kumar Singh, Mr.
Rohit Kumar Singh, Mrs. P.R
Mala, Mr. Bhishm Pratap
Singh, Mr. Ankur Kashyap, Mr.
Devansh Shekhar, Mr. Paras
Sharma, Advs. for R-4.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MR. JUSTICE AMIT MAHAJAN



J U D G M E N T

ANIL KSHETARPAL, J.:

1. Through the present Petition, the Petitioner prays for issuance of a writ in the nature of certiorari for quashing the Techno-Commercial Evaluation Summary dated 06.08.2024 and the Bid Evaluation Summary dated 08.08.2024, whereby Respondent No.4 has been declared technically qualified and the L1 bidder in respect of Tender No. 203168C/T/CT/PACKAGE-1 floated by Respondent No.2. The Petitioner further seeks directions to declare Respondent No.4 ineligible for participation in the tender process, a restraint against award of the contract in its favour, and a consequential direction to award the subject tender to the Petitioner.

2. The issue which arises for consideration in the present Petition is whether the decision of Respondent No.2 in declaring Respondent No.4 as technically qualified and the L1 bidder, is liable to be interfered with, on the ground that Respondent No.4 allegedly does not meet the eligibility criteria prescribed under the tender document, particularly in view of the change in its shareholding and the asserted lack of access to the technical know-how and experience of the erstwhile Hamon Group, and, if so, the effect of the admitted position that a substantial portion of the work under the contract, stated to be approximately 80%, has already been executed.

FACTUAL MATRIX:

3. In order to appreciate the controversy involved in the present Petition, the relevant facts, in brief, are required to be noticed.



4. Respondent No.2 issued a Notice Inviting Tender dated 09.01.2024 for execution of the “EPCC Package for Cooling Tower Works (Phase-I and Phase-II) along with associated facilities for Poly Butadiene Rubber Plant Project” at its Panipat Refinery and Petrochemical Complex. The bidding process was undertaken through an open tender on a single-stage two-bid system, comprising a techno-commercial (unpriced) bid and a financial bid. Respondent No.3 was engaged as the technical consultant for the purposes of evaluation of bids submitted in response to the said tender.

5. The Petitioner claims to be a company engaged in the field of design, engineering and construction of cooling towers and asserts that it possesses extensive experience in execution of projects in the power, refinery and industrial sectors, having executed a large number of projects for public sector undertakings as well as private entities.

6. Respondent No.1 is the Union of India through the Ministry of Petroleum and Natural Gas. Respondent No.2, Indian Oil Corporation Limited [hereinafter referred to as ‘IOCL’], is the owner of the project in question and the authority which invited and evaluated the bids. Respondent No. 3 was engaged by Respondent No.2 as a technical consultant for the purposes of evaluation of bids. Respondent No.4 is one of the bidders in the subject tender and has been declared technically qualified and the L1 bidder.

7. The subject matter of the tender pertains to execution of cooling tower works. It is not in dispute that cooling towers constitute an important component in industrial processes and require specialised



design and engineering. The Petitioner has emphasised that such works involve technical expertise and experience; however, the extent and manner in which such requirements are to be assessed are governed by the terms and conditions of the tender.

8. Pursuant to the Notice Inviting Tender dated 09.01.2024, bids were invited within the stipulated time, which came to be extended by way of corrigenda. The bidders were required to submit a techno-commercial (unpriced) bid as well as a financial bid. The evaluation process contemplated determination of technical eligibility at the first stage, followed by opening and evaluation of financial bids of technically qualified bidders.

9. The tender document, *inter alia*, prescribed eligibility criteria under Clause 12.5 relating to commercial experience, which reads as under:

“12.5 COMMERCIAL EXPERIENCE CRITERIA

For experience, the bidder, as a main or as a subcontractor should have executed/completed at least one or two or three contract(s) involving similar nature work with minimum value(s) as indicated below during the last 12 (Twelve) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered): One “similar” successfully completed contract valuing not less than the amount equal to INR 72,00,00,000.00

OR

Two “similar” successfully completed contracts each valuing not less than the amount equal to INR 57,60,00,000.00

OR

Three “similar” successfully completed contracts each valuing not less than the amount equal to INR 43,20,00,000.00 Date of Mechanical Completion will be considered as completion date and that should fall within the qualifying period.

The above values of completed contract(s) shall be exclusive of GST/ Service Tax.



“Similar” nature of job is as defined at Sr. no.12.5.2

Definition of SIMILAR NATURE OF WORK:

Similar work in Sl. No. 12.5.1 shall mean the work involving “Design/Detailed Engineering, Procurement, Construction, Pre-commissioning and Commissioning/ Commissioning Assistance” for at least one Cooling Tower Works in a Refinery/ Petrochemical/ On shore Oil or Gas processing facilities/ Offshore Oil or Gas processing facilities/ LNG facilities/ Fertiliser Sector/ Metallurgy Sector (Ferrous)/ Power Sector (Except Solar and Wind) / Chemical Industry.

BOO/BOOT/OBE (Open Book estimate/ Cost Plus) contracts shall also be acceptable provided, the Engineering, Procurement, Construction and Pre-commissioning and Commissioning/ Commissioning Assistance portion of the contract is completed.

In case bidder has executed contract(s) comprising of multiple process units/multiple facilities/installations (including associated offsite facilities/utilities) under single contract, the value corresponding to the completed facilities shall be considered to meet the criteria given in under this clause, provided that the same is mentioned in the work-order/Completion Certificate/ certified by Client.

In case bidder has executed contract(s) meeting similar nature of work as defined above but such contracts also include scope of operation/maintenance/operation and maintenance/post warranty maintenance, the value of qualifying work corresponding to only similar nature of work out of the total value of contract shall be considered for the purpose of qualification under Cl. 12.5. Value of work pertaining to operation/maintenance/operation and maintenance/post warranty maintenance shall NOT be considered for the purpose of qualification under above clause.

For the reference works, in case the Bidder has used services of Engineering Sub-Contractor(s) for Design/ Detailed Engineering, the same shall be considered acceptable and Bidder has to declare details of such arrangement along with the bid (documentary evidence to be provided).”

The said clause required that the bidder, either as a main contractor or as a subcontractor, must have executed or completed one or more contracts of “similar nature” of specified value within the prescribed period. The expression “similar nature of work” was defined to include works involving design, engineering, procurement,



construction and commissioning of cooling tower systems in specified industrial sectors. The clause primarily required demonstration of past execution of similar works of specified value within the prescribed period. It does not, in express terms, stipulate any requirement regarding ownership of intellectual property, access to proprietary technology, or continued association with any particular group or entity.

10. The Petitioner as well as Respondent No.4 participated in the tender process. The Petitioner has alleged that Respondent No.4, despite being ineligible, was permitted to participate and was subsequently declared technically qualified by Respondent No.2 on 06.08.2024. It is further the case of the Petitioner that Respondent No.4 was thereafter declared the L1 bidder on 08.08.2024.

CONTENTIONS OF THE PARTIES:

11. Contentions of the Petitioner:

11.1. Learned senior counsel for the Petitioner assailed the impugned decision primarily on the ground that Respondent No.4 does not possess the requisite technical capability and experience, in its present form, to satisfy the eligibility criteria prescribed under the tender document, and yet came to be declared technically qualified and the L1 bidder by Respondent No.2. It is contended that Respondent No.4 has undergone a fundamental change in its corporate structure and technical capabilities, and therefore cannot legitimately rely upon its past experience to meet the eligibility requirements. On this basis, it is urged that the decision-making process is vitiated by arbitrariness and



is contrary to the terms of the Notice Inviting Tender.

11.2. In this regard, the Petitioner has referred to the historical background of Respondent No.4. It is submitted that Respondent No. 4 was earlier part of the global Hamon Group, Belgium, and had executed projects, including the Mangalore Refinery project (2009-2013), as part of a joint venture with Shriram EPC Limited, utilising the proprietary technology, intellectual property and technical know-how of the Hamon Group. It is further contended that in or about the year 2022, the Hamon Group underwent insolvency proceedings in Belgium, pursuant to which its assets, including intellectual property, technical know-how and associated rights, came to be acquired by the John Cockerill Group. According to the Petitioner, Respondent No. 4 was not part of the entities so acquired, and consequently stood severed from the Hamon Group.

11.3. Learned senior counsel submits that, as a consequence of the aforesaid restructuring and change in shareholding, Respondent No. 4 no longer has access to the intellectual property, proprietary technology or technical expertise of the Hamon Group, which, according to the Petitioner, formed the basis of execution of the earlier projects. It is contended that Respondent No. 4 has itself admitted in its pleadings that no intellectual property or proprietary data of the Hamon Group was transferred to it. On this premise, it is urged that Respondent No. 4 is not entitled to rely upon the experience of projects executed during the period when it was associated with the Hamon Group, as such experience was, according to the Petitioner, dependent upon technology and know-how which is no longer



available to it.

11.4. It is further contended that Respondent No. 2 has, in effect, relied upon the Mangalore Refinery project of 2013 to declare Respondent No. 4 as technically qualified. According to the Petitioner, such reliance is misplaced, as the said project was neither executed under the present management nor with the current technical capabilities of Respondent No. 4. It is submitted that permitting Respondent No. 4 to rely upon such past experience would defeat the very purpose of prescribing eligibility criteria under the tender, which is to ensure that only technically competent entities are entrusted with execution of specialised works.

11.5. It is further contended that Respondent No. 2 failed to take into account material and relevant information placed before it, including communications addressed by the Petitioner as well as by the John Cockerill Hamon Group, wherein it was specifically stated that Respondent No. 4 does not possess the right to use the credentials or technological know-how of the erstwhile Hamon Group. Despite being put to notice of these facts, Respondent No. 2 proceeded to declare Respondent No. 4 as technically qualified.

11.6. It was further contended that the financial bid submitted by Respondent No. 4 is abnormally low and liable to be rejected in terms of Clause 5.6.4 of the *Manual for Procurement of Works, 2019* issued by the Department of Expenditure, Ministry of Finance, Government of India, which provides for scrutiny and possible rejection of abnormally low bids. It was submitted that Respondent No. 4's bid of



approximately Rs. 93.86 crores, as against the estimated cost of approximately Rs. 144 crores, is indicative of predatory pricing and ought to have invited closer scrutiny by Respondent No. 2. It was further contended that Respondent No. 2 has failed to deal with this aspect despite specific objections raised by the Petitioner.

11.7. It is also contended that Respondent No. 2 has sought to justify the eligibility of Respondent No. 4 by referring to material and developments subsequent to the submission of bids, which, according to the Petitioner, is impermissible and indicative of a flawed decision-making process.

11.8. In support of the aforesaid submissions, reliance has been placed upon decisions of the Supreme Court, inter alia, in *New Horizons Ltd. v. Union of India*¹, to contend that judicial review is warranted where the decision-making process is arbitrary, irrational or suffers from procedural impropriety.

12. Contentions of the Respondents:

12.1. *Per contra*, learned counsel for the Respondents have opposed the present Petition and supported the impugned decision. It was submitted that the challenge raised by the Petitioner is misconceived and is founded on an erroneous understanding of the tender conditions as well as the technical capabilities of Respondent No.4. It was contended that a substantial portion of the work under the subject contract has already been executed, and according to the Respondents, approximately 80% of the work stands completed. It was submitted

¹ (1995) 1 SCC 478



that any interference at this stage would adversely impact the project and be contrary to public interest.

(A) Submissions on behalf of the Respondent No. 2 (IOCL):

12.2. Learned counsel for Respondent No.2 submitted that the bids received pursuant to the Notice Inviting Tender were evaluated strictly in accordance with the terms and conditions of the tender document. It was contended that the evaluation was undertaken by Respondent No.2, being the owner of the project, with the assistance of Respondent No.3 as its technical consultant, and that Respondent No.4 was found to be technically and commercially qualified upon due evaluation in terms of Clauses 12.3 and 12.5 of the tender document.

12.3. It was further submitted that, upon receipt of complaints questioning the eligibility of Respondent No.4, Respondent No.2 undertook an enquiry, both directly and through its technical consultant, into the validity of such allegations. According to Respondent No.2, the outcome of the said exercise indicated that Respondent No.4 possessed the requisite technical expertise and capability to execute the subject works, and the decision to declare it technically qualified was taken after due consideration of all relevant material.

12.4. Learned counsel submitted that Respondent No.2, being the authority inviting the tender, is the best judge of its requirements and of the suitability of bidders. It was contended that the scope of judicial review in such matters is limited to examining the decision-making process and does not extend to re-evaluating the technical or



commercial merits of the bids.

12.5. On the financial aspect, it was submitted that Respondent No.4 emerged as the lowest bidder and that there exists a substantial difference between its bid and that of the Petitioner, resulting in significant savings to the public exchequer. It was contended that acceptance of such a bid is in public interest and cannot be faulted merely on the ground that it is lower than the estimated cost.

(B) Submissions on behalf of the Respondent No.4 (Successful Bidder):

12.6. Learned senior counsel appearing for Respondent No.4, while adopting the submissions of Respondent No.2, further contended that Respondent No.4 fully satisfies the eligibility criteria prescribed under the tender and has been rightly declared technically qualified and the L1 bidder.

12.7. It was submitted that the principal contention of the Petitioner, namely that Respondent No.4 is disentitled from relying upon its past experience on account of a change in shareholding, is misconceived. It was contended that a company is a separate and distinct legal entity, independent of its shareholders, and its experience, credentials and past performance are not extinguished merely on account of a change in ownership or shareholding.

12.8. It was further contended that Respondent No.4 has a long-standing presence in the field of cooling tower engineering and continues to possess the necessary technical expertise, infrastructure and manpower. It was submitted that Respondent No.4 has on its rolls



a substantial number of engineers and technical personnel and is engaged in execution of multiple projects, thereby demonstrating its continued operational capability.

12.9. Learned senior counsel for Respondent No.4 refuted the Petitioner's contention regarding absence of access to the intellectual property or proprietary technology of the Hamon Group. It was submitted that the design and engineering of cooling towers is an established engineering discipline and not dependent upon any exclusive proprietary technology. According to Respondent No.4, it possesses its own design tools, methodologies and technical know-how and does not require any technology of the erstwhile Hamon Group for execution of the subject work.

12.10. It was further contended that the objections raised by the Petitioner, including reliance upon communications from the John Cockerill Hamon Group, are misplaced. According to Respondent No.4, such entities are not privy to the internal arrangements of Respondent No.4 and their views cannot be determinative of its eligibility. It was also contended that such assertions are motivated and cannot override the independent assessment carried out by Respondent No.2.

12.11. It was submitted that Respondent No.4 had duly disclosed all relevant information relating to its experience, technical capability and past projects as part of its bid, and the same were evaluated by Respondent No.2. It was contended that the reliance placed on past projects, including the Mangalore Refinery project, is in accordance



with the tender conditions.

ANALYSIS & FINDINGS:

13. This Court has carefully considered the submissions advanced on behalf of the parties, perused the material placed on record, and examined the relevant provisions of the tender document. The controversy in the present Petition lies in a narrow compass and pertains to the legality and validity of the decision-making process adopted by Respondent No.2 in declaring Respondent No.4 as technically qualified and the L1 bidder.

14. At the outset, it is necessary to delineate the scope of judicial review in matters relating to award of public contracts. It is well settled that the Court, in exercise of its jurisdiction under Article 226 of the Constitution of India, does not sit as an appellate authority over decisions taken by the tendering authority. The scope of interference is confined to examining whether the decision-making process is vitiated by arbitrariness, irrationality, *mala fides* or procedural impropriety, or is in violation of the terms of the tender.

15. The law in this regard stands crystallised in a catena of decisions, including *Tata Cellular v. Union of India*, *Jagdish Mandal v. State of Orissa*, and subsequent judgments, which emphasise that the authority inviting tenders is the best judge of its requirements and the suitability of bidders. Interference is warranted only where the process adopted is found to be manifestly arbitrary or actuated by *mala fides*.



Re: Nature of Eligibility Criteria:

16. The principal contention of the Petitioner rests on the assertion that Respondent No. 4 is not entitled to rely upon its past experience, particularly the Mangalore Refinery project (2009-2013), on account of a change in its shareholding and the alleged loss of access to the intellectual property and technical know-how of the erstwhile Hamon Group.

17. In this context, it becomes necessary to examine the eligibility criteria prescribed under the tender document. Clause 12.5, which deals with commercial experience, requires that the bidder must have executed or completed one or more contracts of “similar nature” of specified value within the prescribed period. The definition of “similar nature of work” focuses on the nature of activities performed, namely, design, engineering, procurement, construction and commissioning of cooling tower systems in specified sectors.

18. Significantly, the said clause does not stipulate that the bidder must demonstrate continued ownership of any particular intellectual property, proprietary technology, or technical collaboration. Nor does it mandate that the experience relied upon must have been gained under the same management or shareholding structure. In the absence of any such express stipulation in the tender conditions, the eligibility of a bidder is required to be assessed on the basis of the experience of the bidder as a corporate entity, and not on the basis of continuity of its shareholding or its association with a particular group.



Re: Effect of Change in Shareholding / Corporate Structure:

19. The Petitioner has emphasised that Respondent No.4 has undergone a substantial change in its shareholding and is no longer part of the Hamon Group. It has been contended that such change disentitles Respondent No.4 from relying upon past experience.

20. This contention, however, does not merit acceptance in the facts of the present case. A company, in law, is a separate and distinct juristic entity, independent of its shareholders. The experience, credentials and past performance of a company are attributes of the corporate entity itself and do not stand extinguished merely upon a change in its shareholding, unless the tender conditions expressly stipulate to the contrary.

21. No such condition is shown to exist in the present tender. The reliance placed by the Petitioner on the change in shareholding, therefore, cannot, by itself, render Respondent No. 4 ineligible.

Re: Loss of Access to Technology / Know-how:

22. The next limb of the Petitioner's argument is that Respondent No.4 no longer has access to the proprietary technology and intellectual property of the Hamon Group, which was allegedly utilised for execution of earlier projects.

23. In this regard, it is noted that Respondent No.4 has taken a categorical stand that it possesses independent technical capability, design expertise and engineering resources, and does not require reliance on any proprietary technology of the Hamon Group for



execution of cooling tower projects. Respondent No.2 has also, upon enquiry, accepted the said position. It is further relevant that Respondent No.2, in its technical assessment, has observed that the design and engineering of cooling towers is not confined to any exclusive proprietary domain, but constitutes a well-established engineering discipline.

24. In such circumstances, the question as to whether Respondent No. 4 possesses adequate technical capability is essentially a matter of technical evaluation, falling within the domain of the tendering authority. This Court, in exercise of judicial review, would not substitute its own assessment for that of the expert body, unless the conclusion arrived at is shown to be perverse or wholly untenable. No material has been placed on record to demonstrate that the assessment made by Respondent No.2 is either arbitrary or lacking in *bona fides*.

Re: Reliance on Mangalore Refinery Project:

25. The Petitioner has also contended that Respondent No.2 has relied solely upon the Mangalore Refinery project (2009-2013) to declare Respondent No.4 as technically qualified, and that such reliance is misplaced.

26. Even assuming that the said project formed a substantial basis for evaluation, the same cannot be faulted, as the tender conditions expressly permit reliance on past completed works of similar nature within the prescribed period. The tender does not require that such work must have been executed under the present management or with a particular technology. Once it is established that the project satisfies



the criteria of “similar nature of work” and falls within the qualifying period, the reliance thereon cannot be said to be contrary to the tender conditions.

Re: Consideration of Complaints / Application of Mind:

27. The record indicates that objections were raised by the Petitioner as well as communications were addressed by third parties, including the John Cockerill entity, regarding the eligibility of Respondent No.4.

28. Respondent No.2 has stated that, upon receipt of such complaints, it undertook an enquiry, both independently and through its technical consultant (Respondent No.3), and thereafter arrived at a considered decision regarding the eligibility of Respondent No.4. The mere fact that Respondent No.2 did not accept the objections raised by the Petitioner does not, by itself, establish non-application of mind. Judicial review is concerned with the decision-making process, not the correctness of the decision.

Re: Abnormally Low Bid

29. In order to examine the Petitioner’s contention regarding the abnormally low financial bid submitted by the Respondent No.4, and the submission that the same was liable to be rejected in terms of Clause 5.6.4 of the *Manual for Procurement of Works, 2019*, it becomes necessary to consider the scope and applicability of the said Procurement Manual. The Manual, issued by the Department of Expenditure, lays down a guiding framework for public procurement



and, *inter alia*, contemplates that in cases of abnormally low bids, the procuring entity may seek appropriate clarifications from the bidder to satisfy itself as to the workability of the bid and the bidder's capacity to perform the contract. However, the said framework does not mandate automatic rejection of a bid merely on the ground that it is lower than the estimated cost, and its application must be seen in the context of the specific terms of the tender and the discretion vested in the procuring authority. In the present case, no provision of the tender document has been brought to the notice of this Court which requires outright rejection of a bid solely on account of it being lower than the estimated value.

30. The mere fact that a bid is substantially lower than the estimated cost does not *ipso facto* render it liable to rejection. What is required to be examined is whether the bid is so unworkable or unrealistic as to give rise to a legitimate doubt regarding the bidder's ability to execute the contract. Such an assessment lies primarily within the domain of the procuring entity. In the present case, Respondent No. 2 has accepted the bid of Respondent No. 4 upon evaluation, and no material has been placed before this Court to demonstrate either that the bid is incapable of execution or that Respondent No. 2 failed to undertake any scrutiny in this regard. In the absence of any such material, the decision cannot be said to be arbitrary merely on account of the price differential.

Re: Subsequent Developments

31. The Petitioner has also objected to reliance on subsequent



contracts or developments. While it is correct that eligibility must be assessed as on the date of submission of bids, reference to subsequent material, if any, only for the limited purpose of corroborating the existing technical capability of the bidder, does not, in the facts of the present case, vitiate the decision-making process.

32. It is also relevant to note that the Petitioner has not placed any material on record to demonstrate that Respondent No. 2 failed to undertake any scrutiny whatsoever of the financial bid or that the bid was accepted mechanically without application of mind. In matters relating to financial evaluation, a certain degree of latitude is required to be accorded to the procuring entity, particularly where the decision is informed by commercial considerations, including cost efficiency and public interest.

Re: Advanced Stage of Project:

33. It has also been brought to the notice of this Court, and not disputed before us, that a substantial portion of the work, stated to be approximately 80%, has already been completed.

34. While this factor is not determinative of the legality of the initial decision, it is nonetheless relevant while considering the nature of relief that may be granted, particularly in matters involving public projects and large-scale infrastructure works. At this advanced stage, interference with the tender process or the contract awarded pursuant thereto would not only be wholly impracticable but would also be contrary to public interest, as it may lead to serious disruption of an ongoing project of significant public importance.



Re: Reliance on New Horizons Ltd. v. Union of India:

35. The Petitioner has placed reliance on the decision of the Supreme Court in *New Horizons Ltd.* (supra) to contend that the experience and technical capability of a bidder must be assessed with reference to the entities whose expertise is actually available to it, and that a mere change in corporate structure or composition may have a bearing on such assessment.

36. This Court is of the view that the reliance on the said judgment is misplaced in the facts of the present case. In *New Horizons* (supra), the Supreme Court was concerned with a situation where the tendering authority had taken into account the combined experience of constituent entities forming a joint venture/consortium while evaluating the eligibility of a bidder. The said judgment emphasises a purposive approach to assessing technical capability so as to advance competition and not restrict it unduly.

37. In the present case, however, the issue is not of aggregation of experience of multiple entities, but of the entitlement of a corporate entity to rely upon its own past experience, notwithstanding a change in its shareholding. As noticed hereinabove, the tender conditions do not impose any restriction on such reliance, nor do they mandate continuity of ownership or access to any particular proprietary technology. In such circumstances, the principle laid down in *New Horizons* (supra) does not advance the case of the Petitioner.



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CONCLUSION:

38. In view of the aforesaid discussion, this Court is of the considered opinion that the Petitioner has not been able to demonstrate that the decision-making process adopted by Respondent No. 2 suffers from arbitrariness, *mala fides*, or violation of the tender conditions so as to warrant interference under Article 226 of the Constitution of India.

39. The challenge laid by the Petitioner to the Techno-Commercial Evaluation Summary dated 06.08.2024 and the Bid Evaluation Summary dated 08.08.2024 is, accordingly, rejected.

40. In view of the aforesaid, no case for interference is made out. The present Petition is, accordingly, dismissed. The pending applications stand closed.

ANIL KSHETARPAL, J.

AMIT MAHAJAN, J.

APRIL 23, 2026

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