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

% *Date of Decision: 03.09.2026*

\# **CNR No. DLHC010381792026**

\+ W.P.(C) 11866/2026 CM APPLs. 59133/2026, 59134/2026
REVIEW PET. 397/2026

SMC INFRASTRUCTURES PRIVATE LIMITED .....Petitioner

Through: Mr. Rahul Dhawan, Mr. Vishesh Issar, Mr. Krishna Parkhani, Mr. Himanshu Chakravarty, Ms. Vaishali Singh, Mr. Vardan Sharma and Mr. Procheto Das, Advocates

versus

MUNICIPAL CORPORATION OF DELHI AND ANR .....Respondents

Through: Mr. Tushar Sannu, SC for MCD with Mr. Vaibhav Tripathi, Advocates

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

V. KAMESWAR RAO, J. (*ORAL*)

CM APPL. 59134/2026 (for exemption)

1. Exemption is allowed, subject to all just exceptions.

2. The application stands disposed of.

REVIEW PET. 397/2026

3. This is a review petition filed by the petitioner/applicant with the following prayers:

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> *"A. Allow the present Review Petition and review the Judgment and Order dated 20.08.2026 passed by this Hon'ble Com1 in Writ Petition (Civil) No. 11866 of2026;*
>
> *B. Pass any other order as this Hon'ble Court may deem fit and necessary in the interest of justice."*

4. In effect, the petitioner is seeking review of the order dated 20.08.2026 whereby this Court had dismissed the writ petition filed by the petitioner.

5. The submission of Ms. Vaishali, learned counsel for the review petitioner is primarily that this Court had in paragraph 12, 14 and 18 rightly taken the submission of the learned counsel for the respondents that three bidders were excluded on the same grounds. Hence, the petitioner has thus maintained a consistent approach which weighed with this Court to dismiss the writ petition by relying upon the judgment in the case of Central ***Coalfields Limited and Another v. SLL-SML (Joint Venture Consortium) and Others, (2016) 8 SCC 622***.

6. That apart it is her submission that the judgment in the case of ***Central Coalfields Limited (supra)*** was considered by this Court in the case of ***Roadway Solutions India Infra Limited v. Union of India & Anr., 2026: DHC: 5322-DB***, wherein, this Court in paragraph 26, in identical facts rejected the reliance placed by the respondents therein on the said judgment i.e., ***Central Coalfields Limited (supra)***.

7. She says that there is an error apparent on face of the order dated 20.08.2026, which requires review. We are unable to agree with the submission made by the learned counsel for the petitioner/review petitioner for the simple reason that while considering an application filed by the respondents seeking modification of order dated 20.08.2026; we had clearly

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directed in terms of order dated 25.08.2026 that a physical copy of the bank guarantee was required to be submitted before 03:00 PM on 07.08.2026, the said directive is required to be followed. Having failed to adhere to the said stipulation, which resulted in its exclusion, the impugned action of the respondents cannot be faulted. The relevant paragraphs of the order dated 20.08.2026 are paragraphs 17,18 and 19 which we reproduce as under:

> *"17. No doubt, in the representation submitted by the petitioner at 08.08.2026 at 03:14 PM, i.e., after expiry of 24 hours from 1500 hours of 07.08.2026, it is stated that due to unprecedented heavy downpours across the Delhi NCR on 07.08.2026 resulting in severe water logging and extreme traffic gridlocks, the representative was physically prevented from reaching the office prior to 1500 hours. However, the fact remains whether an attempt was made by the representative on 07.08.2026 before/after 1500 hours is not borne out from the affidavit. Mr. Manish Kumar Doshi does not disclose the name of the officer whom he had supposedly met at the office of the respondent no.2. No attempt was made by the Maharashtra office of the petitioner to get in touch with the concerned officer of the respondent requesting acceptance of the Bank Guarantee on 07.08.2026 immediately on the representative reaching the office of the respondent no. 2.*
>
> *18. Mr. Jain has submitted that the soft copy of the Bank Guarantee having already been uploaded along with tender at 1445 hours, the submission of the physical copy of the Bank Guarantee is not a mandatory/material requirement, and cannot be the reason to disqualify/exclude the petitioner from consideration. Though the said submission looks appealing on a first blush, the fact remains that there is a clear stipulation in the tender contemplating deposit of the physical Bank Guarantee on or before 1500 hours on 07.08.2026. Concedingly, the said stipulation has not been adhered to by the petitioner. That apart, it is the submission of Mr. Sannu that three more bidders were excluded on the same/related grounds. If that be so, this is not a case of pick and choose by the*

respondents. We fail to understand as to why no attempt was made by the petitioner to set out to deposit the physical copy of the bank guarantee at 11.00 AM, when it was received at Delhi, instead of waiting close to 03.00 PM.

19. Having failed to deposit the physical copy of the Bank Guarantee on or before the stipulated time of 1500 hours on 07.08.2026, the petitioner has not adhered to the express conditions of the NIT, resulting in its exclusion. The Supreme Court in the judgment relied upon by Mr. Sannu i.e., Central Coalfields Limited (supra) has in paragraphs 54 and 55 held as under:-

> *"54. In this context, and in the present times, it is important to note that the World Bank has ranked India extremely low in matters relating to enforcement of contracts and ease of doing business. Out of 189 countries worldwide, India is ranked 178 in the matter of enforcement of contracts and 130 in the matter of ease of doing business [<www.doingbusiness.org/rankings> (World Bank Group).]. One of the possible reasons for this extremely low ranking given to our country is the failure of all parties concerned in strictly adhering to the terms of documents such as NIT and the GTC. Insofar as the present case is concerned, NIT was floated on 5-8-2015 and one year later, we are still struggling with the issue of acceptance of a bank guarantee for a contract of about Rs 2000 crores — certainly not a small sum.*
>
> *55. On the basis of the available case law, we are of the view that since CCL had not relaxed or deviated from the requirement of furnishing a bank guarantee in the prescribed format, insofar as the present appeals are concerned every bidder was obliged to adhere to the prescribed format of the bank guarantee. Consequently, the failure of JVC to furnish the bank guarantee in the prescribed format was sufficient reason for CCL to reject its bid."*

8. We had also in the order dated 25.08.2026, considered an application filed by the respondents and we had dealt with the submission advanced by the learned counsel for the petitioner that, the same shall have bearing on the conclusion in paragraph 24, as contested by the counsel for the respondent. We had noted the contentions of the parties and come to a conclusion that the same has no bearing on the final conclusion drawn by us and thereby disposed of the application. That being the finding, there is no error apparent on the face of the order dated 20.08.2026. The review petition being without any merit is dismissed.

9. The pending applications are also dismissed as having become infructuous.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 03, 2026/*rt*

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