



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

**CWP NO.7983 OF 2026 (O&M)**

**Siemens Healthcare Private Limited**

**...Petitioner**

**Versus**

**Punjab Health Systems Corporation and another**

**...Respondents**

1.	The date when the judgment is reserved	17.03.2026
2.	The date when the judgment is pronounced	12.05.2026
3.	The date when the judgment is uploaded	13.05.2026
4.	Whether only operative part of the judgment is pronounced or whether the full judgment is pronounced	Full
5.	The delay, if any of the pronouncement of full judgment, and reasons thereof	Not applicable

**CORAM : HON'BLE MR. JUSTICE DEEPAK SIBAL  
HON'BLE MS. JUSTICE LAPITA BANERJI**

Present : Mr. Sarjit Bhadu, Senior Advocate with  
Mr. Akshay Mittal, Advocate,  
Mr. Aseem Chaturvedi, Advocate,  
Mr. Vipul Joshi, Advocate,  
Mr. Sagar Goswami, Advocate,  
Mr. Piyush Kumar, Advocate and  
Ms. Sanya Thakur, Advocate,  
for the petitioner.

Mr. Ankit Choudhari, Advocate,  
For respondent No.1.

Mr. Akshay Bhan, Senior Advocate and  
Mr. Rahul Sharma, Senior Advocate with  
Mr. A. S. Talwar, Advocate,  
For respondent No.2.

**LAPITA BANERJI, J.**

Challenge in the present writ petition is to a Technical Evaluation Report dated February 25, 2026 (Annexure P-1) by the Punjab Health Systems Corporation-respondent No.1 and all the consequential



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actions taken thereto by respondent No.1 resulting in award of the tender in question, to the respondent No.2 company.

2. The brief facts of the case are as follows:

i) The petitioner is a private limited company involved in providing healthcare technologies and solutions in the field of diagnostic and therapeutic procedures.

ii) The respondent No.1 issued an e-tender dated December 01, 2025 (hereinafter referred to as the “Subject Tender”) for supply and installation of a 3.0 Tesla Magnetic Resonance Imaging (MRI) Machine (hereinafter referred to as the “MRI Machine”) at the Punjab Institute of Liver Biliary Sciences, Phase-3B1, SAS Nagar, Mohali, Punjab.

iii) Annexure-VIII of the bid documents contained the technical specifications of the MRI machine in order for a bid to be technically responsive. The said specifications related to the magnet, shim system, gradient system, coils, computer system image processor, image sequencing etc.

iv) On December 02, 2025, a pre-bid meeting was held with all the prospective bidders, *inter alia*, to discuss the mandatory specifications of the Subject Tender and clarifications regarding the same.

v) Certain Clauses were amended subsequent to the issuance of the Notice Inviting Tenders (NIT). The said Clauses are as follows:

*a) Dedicated coil/coil combination for peripheral angiography of 32 or more channels with coverage of at least 80 cm, to be exclusively quoted for that application and not overlapping with other clinical applications; [Annexure VIII, Clause 5(e) and 5.a of the Bid Document, as subsequently amended]*



*b) Provision of Artificial Intelligence and Deep Learning-based image reconstruction applications such as Deep Resolve Boost or Swift Brain or AIR Recon DL or SMARTSPEED or equivalent, duly supported by original product literature; [Added by way of subsequent clarification/amendment]*

*c) Availability of single and multi-shot EPI imaging techniques; [Annexure VIII, Clause 10 of the Bid document]*

*d) Completely free-breathing dynamic liver imaging with motion correction with temporal resolution of 7 seconds per phase or better (CS GRASP VIBE/CS THRIVE/DISCO Star or equivalent); [Annexure VIII, Clause 11(kk)(1)of the Bid Document] and*

*e) The specification regarding accessories was also specified originally under Annexure VIII, Clause 17 of the Bid Documents and underwent substantial amendment/modification thereafter.”*

vi) After the pre-bid negotiations, the bids relating to the Subject Tender were submitted online by the prospective bidders within the stipulated time i.e January 28, 2026. On January 30, 2026 the technical bids were opened and bids of both the petitioner and respondent No.2 were held to be technically responsive. The petitioner identified multiple material deviations in the technical bid submitted by the respondent No.2 company, which according to the petitioner made the bid liable to be rejected.

Broadly, the said non-compliances were as follows:

*a) Non-compliance with Coil System Requirement (Peripheral Angiography Coverage)*

*b) Introduction of Artificial Intelligence/Deep Learning Applications at a Post-Bid Stage*

*c) Failure to offer Mandatory Imaging Modes and Clinical Applications*

*d) Failure to Disclose Make/Model of Critical Accessories*

vii) All the concerns raised by the petitioner regarding non-compliance of the mandatory requirements by the respondent No.2 were



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rejected by the respondent No.1 and the impugned Technical Evaluation Report dated February 25, 2026 was made in favour of the respondent No.2.

viii) The petitioner filed a representation on February 25, 2026 alleging that the action of the respondent No.1 was arbitrary, contrary to the tender conditions and violative of the principles governing public procurement.

ix) However, respondent No.1 found both the petitioner and the respondent No.2 company to be technically responsive. The financial bids were opened and since the bid of respondent No.2 was lower, the Letter of Award (LOA) dated February 27, 2026 was issued by the respondent No.1 in favour of respondent No.2 company.

x) In the meantime, the petitioner filed an application under Section 9 of the Arbitration and Conciliation act, 1996 (hereinafter referred to as “the 1996 Act”) before the learned District Judge-cum-Commercial Court, SAS Nagar, Mohali.

xi) After considering the responses filed by respondents No.1 and 2, the Commercial Court held that since no valid arbitration agreement existed between the parties, the application under Section 9 of the 1996 Act was not maintainable.

xii) In these circumstances, the petitioner has knocked the doors of this Court by filing the present writ petition under Article 226 of the Constitution of India.

3. Mr. Bhadu, learned Senior Advocate appearing on behalf of the petitioner submits that despite the MRI machine sought to be installed by the respondent No.2 company, not complying with the specifications



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enumerated in the NIT, still arbitrarily and perversely the bid given by respondent No.2 was held to be technically responsive by the respondent No.1.

4. He has drawn attention of this Court to Clauses 5, 5(e) and 5.a of the terms and conditions of the e-tender issued by respondent No.1 for supply and installation of the MRI machine. Attention of this Court is also drawn to Annexure P-3, recording of the proceedings of the pre-bid negotiations held on December 01, 2025, to buttress the argument that certain changes in the specifications of MRI machine were made which were in violation of the Clauses in the NIT. Various queries were raised by the participating firms/companies and some of the changes suggested by them were recommended by the respondent No.1 whereas other changes recommended by them were rejected.

5. It is submitted that on a query raised by Wipro GE Healthcare, one significant addition was made to the tender terms and conditions. The said inclusion is reproduced hereinafter:

*“Artificial Intelligence and Deep Learning based Applications: AI Based Image Sequence and Deep Learning Algorithm like Deep Resolve Boost and SWIFT Brain AIR Recon DL, SMARTSPEED should be offered.”*

6. Learned Senior counsel further refers to the queries raised by the bidders in the pre-bid meeting with regard to Clause No.5 relating to RF Coils in the MRI machine. The said queries are as follows:

*“Clause No. 5*

<i>Clause No.</i>	<i>Actual Clause in tender</i>	<i>Clause in</i>	<i>Query Raised</i>
<i>RF Coils</i>	<i>Dedicated coil/coil combination for peripheral</i>	<i>coil/coil for</i>	<i>Dedicated coil/coil combination for peripheral angiography</i>



	<i>angiography of 32 or more channel with coverage of 80 cm or more. Dedicated coil if available with vendor should be quoted. If not available, original product datasheet and an undertaking from OEM should be submitted</i>	<i>of 32 or more channel with coverage of 80 cm or more. Dedicated coil if available with vendor should be quoted. If not available, a coil combination with at least 80 cm coverage should be offered. This/ These coils will be exclusively for PA and will not be considered for any other application like body/ cardiac imaging.”</i>
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7. It is primarily contended that despite the coil system of the MRI machine intended to be supplied by the respondent No.2 not complying with the specifications stipulated in the NIT and the letter of clarification with regard to Artificial Intelligence and Deep Based Learning Applications being submitted by the respondent No.2, after opening of the technical bid, still arbitrarily and illegally the LOA was issued in favour of the respondent No.2. The said illegal action on the part of respondent No.1 clearly showed bias in favour of respondent No.2 and the LOA should be set-aside along with Technical Bid Evaluation Report dated February 25, 2025.

8. Learned senior advocate relied on the decision of Apex Court dated October 31, 2025 in “*Kimberley Club Pvt. Ltd. v. Krishi Utpadan Mandi Parishad and others*” to submit that in tender matters, even though the Court exercising judicial review does not sit in appeal over a decision of the tendering authority but in cases where a decision is *dehors* the terms of the NIT or is patently arbitrary, the court should exercise powers of judicial review and set-aside the decision.



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9. Next he relied upon the judgment of Apex Court in “*Vidarbha Irrigation Development Corporation v. M/s Anoj Kumar Garwala*” dated January 23, 2019 to submit that the words used in the tender documents cannot be ignored or treated as redundant or superfluous. The tendering authority would have no power to condone an essential tender condition which was required to be strictly complied with. Any violation of an essential term of the NIT would amount to perversity in the understanding or appreciation of the terms of the tender conditions, which should not be permitted by the constitutional Court.

10. Next reliance is placed upon the case of “*Tata Cellular v. Union of India*” reported in (1994) 6 SCC 651 by Mr. Bhadu. He submits that in a case of judicial review, the Court is not concerned with reviewing of the decision on its merits but it only reviews the decision making process.

11. Issue notice of motion to the respondents.

12. Mr. Ankit Choudhari, Advocate accepts notice on behalf of respondent No.1 and Mr. A. S. Talwar, Advocate accepts notice on behalf of respondent No.2.

13. Mr. Choudhari, learned counsel appearing for respondent No.1 submits that there was no infirmity in accepting the bid of respondent No.2-firm as all the mandatory requirements of the NIT were complied with by respondent No.2.

14. Mr. Bhan, learned Senior counsel appearing on behalf of respondent No.2 submits that the MRI machine to be installed by respondent No.2 not only met all the specifications stipulated in the NIT by



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respondent No.1 but also was priced way lower than the MRI machine that the petitioner proposed to supply. He specifically placed reliance on page 689 of the paper-book in respect of coils which were to be installed in the machine in question. The relevant extract of the technical bid submitted by respondent No.2 is set-out hereinafter:

“xxx

***Expansion to dS Whole Body 3.0T-***

*In combination with the dS Torso 3.0T coil solution this expansion provides an integrated coil solution for whole body and peripheral vascular related imaging. It includes an additional FlexCoverage Anterior coil. Combined with FlexCoverage Posterior, Head/Neck and Base it enables 200 cm coverage, with a maximum of 108 channels.*

*The flexible lightweight easy-to-position FlexCoverage Anterior coil is designed to conform both in right-left and foot-head directions for almost any patient. This enables large coverage and comfortable strap-free operation.*

*Coverage: 200 cm\**

*Maximum no. of channels: 108*

*Main applications: Whole body, Peripheral-vascular, Torso, Chest, Pelvis, Heart*

*Coil type: Integrated*

*Lightweight coil(s)*

*Direct Digital Sampling in the coil where the MR signal is at its purest, without loss in the RF chain, enabling:*

*Enhanced SNR*

*dS-SENSE enhanced parallel imaging performance*

*dS-SENSE capable in AP, LR and FH directions*

*Only 3 FlexConnect coil connections and cables for fast and easy setup.*

xxx”

Relying on the aforesaid Clause, he submits that there was no material deviation to the tender conditions, in the machine proposed to be installed by respondent No.2.

15. Mr. Bhan relies on the decision in “***Hope Plantations Limited v. Taluk Land Board, Peermade and another***” reported in (1999) 5 SCC



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590, to contend that by applying the principle of *res judicata* the petitioner should be estopped from raising the same issues again and again. He submits that the rule of *res judicata* prevents the parties to a judicial determination from raising the same question over and over again even though such determination may be wrong. Once the application under Section 9 of the 1996 Act has been rejected, the petitioner should not be allowed to raise the same issue especially when the order passed in application filed under Section 9 of the 1996 Act has not been challenged by the petitioner.

16. Next, he relies on the case of “*Jagdish Mandal v. State of Orissa and others*” reported in (2007) 14 SCC 517 to submit that judicial review of an administrative action is intended to only prevent the arbitrariness, irrationality, unreasonableness, bias and mala fides. When the decision to award a contract is *bona fide* and in public interest, the Court should not interfere even if there is a procedural aberration or error in assessment is made out. The power of judicial review should not be invoked to protect private interest at the cost of public interest.

17. He also relies on the judgment of Apex Court in “*Hindustan Petroleum Corporation Limited v. The Union of India and others*” dated February 26, 2026 to submit that in matters relating to contracts/tenders, writ Courts should remain circumspect and slow in passing the interim orders which may have the effect of seriously impeding the execution of the tender.

18. This Court has heard learned counsel for the parties and perused the material on record.



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19. It is trite law that this Court cannot sit in appeal over the administrative decision taken by the respondent No.1 authority. It is not in dispute that the petitioner attended pre-bid meeting whereby certain conditions regarding the specifications of the MRI machine were clarified and added by way of corrigendum prior to the opening of the technical bid. The petitioner company admittedly participated in the said meeting and accepted the said clarifications/additions. Thereafter, the technical bids of various tenderers were opened and bids of both the petitioner and respondent No.2 company were held to be technically responsive.

20. After accepting the clarifications/additions made by respondent No.1, pursuant to the pre-bid meeting, the petitioner cannot now be allowed to challenge the said specifications by alleging that the same could not be permitted as they were at variance with terms of the original NIT, once the technical bid of respondent No.2 has been found to be responsive.

21. A beneficial reference may be made to a judgment of the Supreme Court "***Raunaq International Limited v. I.V.R Construction Limited***" reported in (1999) 1 SCC 492 to appreciate when the Courts in judicial review should interfere with an executive decision where the State or instrumentalities of the State enter into a contract with a private party. The relevant extract of the said judgment is reproduced hereinafter:

“xxx

9. *The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision, considerations which are of paramount importance are commercial considerations. These would be:*

(1) *the price at which the other side is willing to do the work;*



*(2) whether the goods or services offered are of the requisite specifications;*

*(3) whether the person tendering has the ability to deliver the goods or services as per specifications. When large works contracts involving engagement of substantial manpower or requiring specific skills are to be offered, the financial ability of the tenderer to fulfil the requirements of the job is also important;*

*(4) the ability of the tenderer to deliver goods or services or to do the work of the requisite standard and quality;*

*(5) past experience of the tenderer, and whether he has successfully completed similar work earlier;*

*(6) time which will be taken to deliver the goods or services; and often*

*(7) the ability of the tenderer to take follow-up action, rectify defects or to give post-contract services.*

*Even when the State or a public body enters into a commercial transaction, considerations which would prevail in its decision to award the contract to a given party would be the same. However, because the State or a public body or an agency of the State enters into such a contract, there could be, in a given case, an element of public law or public interest involved even in such a commercial transaction.*

*10. What are these elements of public interest ? (1) Public money would be expended for the purposes of the contract. (2) The goods or services which are being commissioned could be for a public purpose, such as, construction of roads, public buildings, power plants or other public utilities. (3) The public would be directly interested in the timely fulfilment of the contract so that the services become available to the public expeditiously. (4) The public would also be interested in the quality of the work undertaken or goods supplied by the tenderer. Poor quality of work or goods can lead to tremendous public hardship and substantial financial outlay either in correcting mistakes or in rectifying defects or even at times in redoing the entire work-thus involving larger outlays of public money and delaying the availability of services, facilities or goods, e.g. a delay in commissioning a power project, as in the present case, could lead to power shortages, retardation of industrial development, hardship to the general public and substantial cost escalation.*



*11. When a writ petition is filed in the High Court challenging the award of a contract by a public authority or the State, the court must be satisfied that there is some element of public interest involved in entertaining such a petition. If, for example, the dispute is purely between two tenderers, the court must be very careful to see if there is any element of public interest involved in the litigation. A mere difference in the prices offered by the two tenderers may or may not be decisive in deciding whether any public interest is involved in intervening in such a commercial transaction. It is important to bear in mind that by court intervention, the proposed project may be considerably delayed thus escalating the cost far more than any saving which the court would ultimately effect in public money by deciding dispute in favour of one tenderer or the other tenderer. Therefore, unless the Court is satisfied that there is a substantial amount of public interest, or the transaction is entered into mala fide, the court should not intervene under Article 226 in disputes between two rival tenderers.*

*[Emphasis Supplied]*

xxx”

22. In “***Air India Limited v. Cochin International Airport Limited***” reported in (2000) 2 SCC 617, the Apex Court has summarised the scope of interference in judicial review that had been enunciated in several earlier cases. The relevant extract of the same is reproduced hereinafter:

“xxx

*7..... The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is*



*not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process the court must exercise its discretionary power under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should intervene."*

*[Emphasis Supplied]*

23. In ***Jagdish Mandal's*** case (*supra*) cited by Mr. Bhan, it has been unambiguously held that 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 should be resisted. The relevant extract of the judgment is reproduced hereinafter:

“xxx

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. Attempt 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:*

(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.*

*xxx"*

24. There is no dispute with the proposition of law laid down in ***Hope Plantation's*** case (*supra*) relied upon by Mr. Bhan, with regard to a party being estopped by the principles of *res judicata* when the proceedings have attained finality. In other words, the parties cannot litigate on the same cause of action/same issue again and again. However, in this case application under Section 9 of the 1996 Act was dismissed by the Additional District Judge-cum-Commercial Court, SAS Nagar, Mohali, on the ground of maintainability and not on merits. Therefore, the same is distinguishable on the facts of the present case.

25. There is also no dispute with the proposition of law laid down in ***Hindustan Petroleum's*** case (*supra*) that the Courts should be



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circumspect in granting interim order to stall the tender proceedings. It is not in dispute that the financial bid of the respondent No.2 was less than that of the petitioner's and therefore, no mala fide/bias can be alleged on that ground. Upon evaluation of the technical bid along with the subsequent clarifications, the respondent No.1 formed an opinion that the MRI machine to be supplied and installed by respondent No.2 met the required specifications and therefore, the Letter of Award was issued on February 27, 2026 in favour of respondent No.2.

26. *Apropos* of the aforesaid discussion, this Court finds no arbitrariness, illegality, mala fide intention, perversity or abuse of power or procedural impropriety either in the Technical Evaluation Report dated February 25, 2026 and grant of LOA dated February 27, 2026 in favour of the respondent No.2.

27. The dispute in *Kimberley Club's* case (*supra*) cited by Mr. Bhadu arose from a tender floated by the Mandi Parishad to let out a banquet hall/terrace lawn to the highest bidder for 10 years. The Notice Inviting Tender prescribed a two-stage bidding process comprising of a technical bid and a financial bid. One of the conditions contained in Clause 18 of the NIT stated that the bidder must submit a "*Haisiyat Praman Patra/Valuation Certificate*" of minimum Rs.10 crores with the technical bid. The issue which fell for consideration was whether the appellant while submitting the Valuation Certificate issued by a professional architect-cum-private valuer attached to the Income Tax Department had complied with Clause 18 of the NIT.



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28. The Apex Court was of the considered view that neither Clause 18 nor any other condition of the NIT specified that the “*Haisiyat Praman Patra*” submitted by a prospective bidder mandatorily should be issued only by a District Magistrate and not by a private authority. Therefore, the rejection of the appellant’s technical bid on the ground that the Valuation Certificate was not issued by the District Magistrate was held to be *dehors* the terms of the NIT and was quashed.

29. The facts of *Kimberley Club’s* case (*supra*) are squarely distinguishable from the facts of the present case since no term was introduced *dehors* the NIT for accepting the respondent No.2’s bid after opening of the technical bid. The corrigendum containing clarifications/additions was incorporated in the NIT prior to the opening of technical/financial bid. In the pre-bid meeting, the clarifications with regard to specifications of the MRI machine were provided to the bidders and without raising any objection to the said clarifications, the parties including the petitioner accepted the bidding process.

30. In *Vidarbha Irrigation’s* case (*supra*) a tender was called for by the appellant-corporation for completion of balance earthwork to be done in a canal. Under Clause 2.22 qua “performance security” it was stipulated that the Bank Guarantee (BG)/Fixed Deposit Receipt (FDR) should be valid upto one month after the defect liability period. Furthermore, a valid demand draft for a minimum period of three months from the date of submission of the tender along with all other documents had to “*be furnished*” by the prospective tenderers. The respondent No.2, admittedly the lowest bidder (L-1), along with the bid documents initially



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furnished a BG for only six months when admittedly the period for which BG should have been furnished was 40 months.

31. After opening of the bids, a Tender Evaluation Committee evaluated all the bidders and respondent No.2 emerged as the lowest bidder. The said Committee accepted the offer of respondent No.2 (L-1) and allowed it to make up its deficiency by adding another BG for a period of 34 months over and above the initial BG submitted by it along with the bid documents. The issue that the Apex Court sought to answer was whether it was possible for the appellant to condone the deficiency in the initial BG that was furnished admittedly for an incorrect period of six months. In such circumstances, the Apex Court held that no deviation from the essential terms of the tender could be permitted by the tendering authority.

32. In the present case the facts are completely distinguishable as the specifications of the MRI machine in question were clarified during pre-bid negotiation, incorporated by way of corrigendum. The bidders accepted the same and participated in the tendering process and after that the bids were opened by the tendering authority. Therefore, the case of *Vidarbha Irrigation (supra)* has no manner of application to the present fact scenario.

33. There is no quarrel with the principles set forth in the judgment of the Apex Court in *Tata Cellular's* case (*supra*) which are culled out and are reproduced hereinafter :-

“xxx

94. *The principles deducible from the above are:*

(1) *The modern trend points to judicial restraint in administrative action.*

(2) *The Court does not sit as a Court of appeal but merely reviews the manner in which the decision was made.*



(3) *The Court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.*

(4) *The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.*

(5) *The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.*

(6) *Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.*  
Xxx”

34. This Court fails to understand how on the facts of the case of *Tata Cellular (supra)* aids the case of the writ petitioner in the present case.

35. In the light of the aforesaid discussion, this Court is of the view that there was neither any arbitrariness nor any *mala fide* intention or bias in clarifying the parameters for the MRI machine which were suitable to the respondent No.1 that it had proposed to purchase and get installed. As long as the parameters clarified by respondent No.1-authority suited its needs/specifications, one cannot be allowed to contend that such a decision was either arbitrary or biased or based on *mala fide* intention when admittedly, the MRI machine supplied by respondent No.2-company was procured at a much lower cost compared to the MRI machine that was proposed to be supplied by the writ petitioner.



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36. Consequently, the writ petition being CWP No.7983 of 2026 is **dismissed.**

37. Connected application(s), if any, shall also stand disposed of accordingly.

**(DEEPAK SIBAL)**  
**JUDGE**

**(LAPITA BANERJI)**  
**JUDGE**

**MAY 12, 2026**  
Shalini

Whether speaking/reasoned:  
Whether reportable:

Yes/No  
Yes/No