



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD
DATED THIS THE 8TH DAY OF DECEMBER, 2025
BEFORE
THE HON'BLE MR. JUSTICE M.NAGAPRASANNA
WRIT PETITION NO. 107763 OF 2025 (GM-TEN)

R

BETWEEN:

RACHAPPA S. MANNAGI
S/O. SHIVARURDRAPPA,
AGE: 88 YEARS, OCC: BUSINESS,
AT H.NO. 511, NEGALUR ROAD,
GUTTAL HAVERI.

...PETITIONER

(BY SRI. SACHIN C. ANGADI, ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
DEPARTMENT OF FOOD,
CIVIL SUPPLIES AND CONSUMER
AFFAIRS DEPARTMENT, KARNATAKA
2ND FLOOR, VIKAS SOUDHA
DR. B.R.AMBEDKAR VEEDHI,
BENGALURU 560001.
R/BY ITS PRINCIPLE SECRETORY.
2. KARNATAKA STATE FOOD AND CIVIL SUPPLIES
CORPORATION LIMITED
R/BY GENERAL MANAGER
HEAD OFFICE NO.16/I,
MILLER TANK BED AREA
VASANTNAGAR, BENGALURU 560052.

...RESPONDENTS

(BY SRI.T.HANUMAREDDY, AGA)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO THAT THE PETITIONER HAS PREFERRED THIS WRIT PETITION SEEKING AN ORDER OR DIRECTION IN THE NATURE OF CERTIORARI OR ANY OTHER APPROPRIATE WRIT, ORDER, OR DIRECTION, AND IS PLEASD TO PRAY FOR QUASHING THE CORRIGENDUM TENDER NOTIFICATION BEARING NO. KFCSC/PROC/MSP/H AND T/01/2025-26/1261 DATED 10/10/2025, SPECIFICALLY CLAUSE 4(C), ISSUED BY THE 2ND RESPONDENT, WHICH IS PRODUCED AS ANNEXURE-B TO THIS WRIT PETITION IN SO FAR PETITIONER AND ETC.,





THIS WRIT PETITION, COMING ON FOR ORDERS, THIS DAY,
ORDER WAS MADE THEREIN AS UNDER:

ORAL ORDER

(PER: THE HON'BLE MR. JUSTICE M.NAGAPRASANNA)

The petitioner is before this Court seeking the following
prayers:

- (A) That the petitioner has preferred this writ petition seeking an order or direction in the nature of Certiorari or any other appropriate writ, order, or direction, and is pleased to pray for quashing the corrigendum tender notification bearing No. KFCSC/PROC/MSP/H&T/01/2025-26/1261 dated 10/10/2025, specifically clause 4(C), issued by the 2nd respondent, which is produced as **Annexure-B** to this writ petition in so far petitioner.
- (B) The petitioner has further preferred this writ petition seeking an order or direction in the nature of Mandamus or any other appropriate writ, order, or direction, directing the respondents to modify the corrigendum tender notification bearing No.KFCSC/PROC/MSP/H & T/01/2025-26/1261 No. dated 10/10/2025, specifically Clause 4(C), issued by the 2nd respondent, which is produced as Annexure-B, and to permit the petitioner, being a vehicle owner whose vehicle is more than 15 years old but possesses a valid Fitness Certificate, to participate on par with hired vehicles of the same age. in so for petitioner.
- (C) The petitioner also prays that this Hon'ble Court may be pleased to pass such other orders as it may deem fit and proper in the interest of justice and equity.

2. Heard Sri.Sachin C. Angadi, learned counsel
appearing for the petitioner, Sri.T.Hanumareddy, learned AGA



appearing for the respondents and have perused the material on record.

3. The respondent No.2-Karntaka State Food and Civil Supplies Corporation Limited [hereinafter referred to as 'Corporation' for short], is the tender inviting authority. The Corporation issues a notice inviting tender on 20.09.2025 seeking proposals for handing work to a transport contractor for handling and transportation of paddy from procurement centres to rice mills and coarse grains from procurement centres to state storage points under the minimum support price operations for the Kharif/Rabi Marketing Season 2025-26.

4. The Corporation issues a corrigendum regarding the handling of the transport on 10.10.2025. In the corrigendum comes a particular clause which becomes the bone of contention in the case at hand. The clause is that the transport vehicle-lorry must be less than 15 years old if they are owning one and should have a fitness certificate but if they are hiring one, it would not be applicable. It is this clause that leads the petitioner to this Court in the subject petition.



5. Learned counsel appearing for the petitioner submits that the clause is *per se* discriminatory as if you own a lorry which is more than 15 years old, notwithstanding the fitness certificate, you are disqualified. If you rent a lorry or hire a lorry of the same kind with the fitness certificate, it is permitted. He would submit that this discrimination in clause 4(C) must not be permitted to operate. He would seek quashment of the said clause, participation in the tender and taking the tender to its logical conclusion.

6. Learned AGA on the other hand would submit that the issue is a particular clause in tender. If the petitioner does not own a lorry which is less than 15 years old, it cannot be said that the tender is bad. The petitioner cannot choose the conditions of tender and this Court would not interfere with challenge to the particular clauses of a tender.

7. Owing to the submissions made by the respective learned counsels from time to time, this Court on 30.10.2025 had passed the following order:



"This Court on 17.10.2025 had passed the following order:

"Learned AGA accepts notice for the respondents.

Further proceedings in the tender shall remain subject to the result of the petition."

Learned counsel for the petitioner now places reliance upon the interim order granted by the Principal Bench of this Court in Writ Petition No.31552/2025 which permits identical placed petitioner to participate in the tender which reads as follows:

- "1. Respondents are directed to accept the bid of the petitioner even in respect of trucks more than 15 years of age (owned or hired).
2. Any awardal of tender shall be subject to the result of the present petition.
3. Three weeks' time is granted to file objections, which shall be filed by 2.12.2025.

Relist on 4.12.2025."

In the light of the interim order so granted to the identical placed petitioner, the petitioner also is entitled to the same order.

a. The respondents are directed to accept the bid of the petitioner even in respect of trucks more than 15 years of age (owned or hired).

b. Any awardal of tender shall be subject to the result of the present petition.

List after two weeks. Objections if any by then."

The matter is then heard. The issue in the *lis* is with regard to sustenance of a particular clause in the tender.



8. I have given my anxious consideration to the submissions made by the learned counsel for the respective parties and have perused the material on record.

9. The afore-narrated facts are not in dispute.

10. The Corporation issues a notice inviting tender-request for proposal for the following purpose:

"REQUEST FOR PROPOSAL

FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR HANDLING & TRANSPORTATION OF PADDY FROM PROCUREMENT CENTRES TO RICE MILLS AND COARSE GRAINS FROM PROCUREMENT CENTRES TO STATE STORAGE POINTS UNDER MSP OPERATIONS FOR KHARIF/RABI MARKETING SEASON 2025-26"

At the time when the tender was issued, all was well. A corrigendum comes to be issued on the next day i.e., 10.10.2025. The corrigendum is bringing in some corrections to clause 4(C) of the original tender. A particular clause in the corrigendum has become the bone of contention and the fulcrum of the subject *lis*. The corrigendum is for clause 4(C). The corrigendum reads as follows:



| Clause No. | Existing Clause | Amended Clause |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| - | --- | --- |
| 4(C) | The bidder shall not employ trucks of more than 15 years old during the execution of contract. The bidder is required to provide a certificate from the Road Transport Authority/Competent Authority. | The bidder shall not employ OWN trucks of more than 15 years old during the execution of contract. Hired trucks more than 15 years old will be allowed, provided they should possess valid Fitness certificate from the Road Transport Authority/Competent Authority." |

11. The tender condition earlier indicated that 'the bidder shall not employ trucks of more than 15 years old during the execution of contract. It is now changed to the bidder shall not employ 'OWN trucks'. The word 'OWN' is added of more than 15 years old during the execution of contract but hired trucks more than 15 years old will be allowed, provided they should possess valid Fitness certificate from the Road Transport Authority/Competent Authority. **A plain reading of the amended clause reveals a startling incongruity. A truck that is more than 15 years old, if owned by the bidder stands disqualified, even if it possesses a valid fitness**



certificate. The very same truck if hired by the bidder becomes eligible provided it carries such certificate. The age of the vehicle remains constant; the fitness certificate remains constant, yet eligibility oscillates solely based on ownership. Such classification is not merely illogical, it is Constitutionally impermissible. A truck is a truck; age is an age and fitness is fitness. The Constitution does not countenance such capricious distinctions. The impugned clause, therefore, suffers from the vice of arbitrariness and falls foul of Article 14 of the Constitution of India.

12. If Courts were to abdicate their Constitutional duty and decline to examine such manifestly unreasonable tender conditions, it would amount to conferring unfettered discretion upon tendering Authority to act according to whim and fancy. The Apex Court in the case of **VINISHMA TECHNOLOGIES PVT. LTD. v. STATE OF CHHATTISGARH¹**, while answering an identical challenge of a tender condition, has held as follows:

¹ 2025 SCC OnLine SC 2119



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"13. We have considered the rival submissions and have perused the record. For the facility of reference the impugned tender condition is extracted below:

"(4) Past Performance Restriction : Bidders must have supplied sports goods worth at least Rs. 6.00 crores (cumulative) to State Government agencies of Chhattisgarh in the last three financial years (2021-22, 2022-23, 2023-24 or 2022-23, 2023-24, 2024-25)."

14. The solitary question which arises for consideration in the instant appeals is whether the aforesaid impugned tender condition meets the test of reasonableness and fairness and or whether the same constitutes an arbitrary criteria which excludes the other eligible bidders from participation thereby violating, the mandate contained in Articles 14 and 19(1)(g) of the Constitution of India.

15. Before proceeding further, it is apposite to briefly advert to contours of judicial review with regard to tender conditions which are well delineated. A three Judge Bench of this Court in *Ramana Dayaram Shetty v. International Airport Authority of India*, held that discretion of the Government in granting the largesse, is not unlimited and the Government cannot give or withhold largesse in its arbitrary discretion or at its sweet will. It has further been held that Government cannot without adequate reason exclude any person from dealing with it or take away largesse arbitrarily. It also held that activities of the Government have a public element and therefore there should be fairness and equality. It is well settled in law that Government must have free hand in setting the terms of the tender and the Court cannot strike down the terms of the tender prescribed by the Authority merely because it feels some other terms in the tender would have been fairer, wiser or more logical. It is equally well settled legal proposition that in the matter of formulating conditions of tender document unless the action of tendering authority is found to be arbitrary and malicious the Court would not interfere. It is also well settled in law that a Court cannot sit over judgment on what should be the eligibility criteria in the tender notice unless the same is arbitrary, discriminatory or actuated by *mala fides*.



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16. The principle of non-discrimination is embodied in Article 14 of the Constitution of India. Article 14 has to be read in conjunction with Rights conferred by other Articles like Article 21 of the Constitution of India. Article 21 of the Constitution of India refers to Right to Life which includes 'opportunity' as well. The doctrine of level playing field is an important concept while construing Article 19(1)(g) of the Constitution of India. Article 19(1)(g) confers Fundamental Right to carry out business to a company, it is entitled to invoke the doctrine of level playing field which is however, subject to public interest. **The doctrine of level playing field provides the space within which equally placed competitors are allowed to bid so as to subserve larger public interest.**

17. In the backdrop of well settled legal principles, we advert to the fact of the case in hand. The present tender is for supply of Sports Kits to the students of Primary School, Upper Primary School and High and Higher Secondary School run by the State Government in the State of Chhattisgarh. **The eligibility criteria mentioned in the impugned tender notices must have rational nexus with the object sought to be achieved i.e., supply of good quality Sports Kits to students of the school, at the best price. The eligibility criteria in impugned notices therefore, should be framed in a manner which encourages wider participation and secures the best prize for the State, which in turn safeguards the public exchequer.**

18. This Court in *BHARAT FORGE* supra has enunciated the doctrine level playing field and has stated that the same finds expression in Article 19(1)(g) of the Constitution. The doctrine of level playing field requires that all equally placed competitors must be given an equal opportunity to participate in trade and commerce. It is designed to prevent the State from skewing the market in favour of few by erecting artificial barriers. In the instant case, the impugned tender condition has the effect of excluding bidders who though otherwise financially sound and technically competent, have no experience of supply of sports goods to the State Government agencies of Chhattisgarh in past three years. The State



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by linking the eligibility criteria with past local supplies has created an artificial barrier, against the suppliers who had no past dealing with the State of Chhattisgarh. The impugned condition curtails the fundamental rights of the bidders, who have been ineligible to participate in the tenders.

19. The object of public procurement is to secure quality goods and services for the benefit of public exchequer. The said object can be achieved by requiring the bidders to demonstrate financial capacity, technical experience, and past performance in contracts of similar nature, regardless of place of performance of the contract. To confine the eligibility to participate in the tender, within one State is not only irrational but is also disproportionate to the goal of ensuring effective delivery of Sports Kits.

20. Such a restriction, therefore, cannot be justified as reasonable within the meaning of 19(6) of the Constitution of India. The State while it enjoys the freedom to prescribe the conditions in the tender, cannot exercise that power in a manner that infringes upon constitutional guarantees, by closing the market to outsiders without just cause. The doctrine of level playing field requires that gates of competition be opened to all who are equally placed. The impugned tender condition excludes the competent and experienced suppliers, who may have executed contracts of far greater magnitude in other States or for the Central Government departments, from participating in the tender and has the impact of promoting cartelisation. The impugned condition operates as a closed door to outsiders and restricts the wider participation of bidders and restricts competition. The impugned tender condition, therefore, is violative of Article 14 and also offends Article 19(1)(g) of the Constitution of India.

21. The justification advanced by the State that Chhattisgarh being a Maoist affected area and only those with past experience of supply in the State to State Government agencies of Chhattisgarh can be relied upon, is untenable for several reasons. Firstly, the tender in question



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is not for security sensitive equipment but is for supply of Sports Kits which does not involve, any special risk or security repercussions. Secondly, only some districts of Chhattisgarh are affected by Maoist activities, and it is incorrect to treat the entire State, as uniformly affected by Naxalites, for exclusion of other eligible bidders. Thirdly, a successful bidder, who may not be conversant with the topography can engage a local supply chain to supply the Sports Kits.

22. In the light of aforesaid discussion this Court finds that impugned tender condition is arbitrary, unreasonable and is discriminatory. The same does not have any rational nexus to the object of ensuring effective supply of Sports Kits to the children in State. It offends the mandate of Article 14 and freedom of trade guaranteed by Article 19(1)(g) of the Constitution of India.”

(Emphasis supplied)

The Apex Court, unequivocally holds, that **while the State enjoys latitude in framing tender conditions, such conditions must satisfy the touchstone of fairness, reasonableness and non-discrimination. Tender stipulations that erect artificial barriers and distort the level playing field are necessarily to be struck down.**

Applying the aforesaid principles to the case at hand, I have no hesitation in holding that clause 4(C), as amended by the corrigendum dated 10.10.2025 is arbitrary, discriminatory and unsustainable.



13. For the aforesaid reasons, the following:

O R D E R

- [i] Writ Petition is **allowed**.
- [ii] Clause 4(C) of the amended clause in Corrigendum dated 10.10.2025 i.e., 'The bidder shall not employ OWN trucks of more than 15 years old during the execution of contract. Hired trucks more than 15 years old will be allowed, provided they should possess valid Fitness certificate from the Road Transport Authority/Competent Authority' stands quashed.
- [iii] The tender inviting authority shall take the tender to its logical conclusion.

Ordered accordingly.

Sd/-
(M.NAGAPRASANNA)
JUDGE

AC/CBC
CT:ANB
List No.: 1 Sl No.: 26