IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.28121 of 2026

CNR No.ODHC010656212026

M/s. Bhabani Security Agencies, Bhadrak .... ***Petitioner***

Mr. Chittaranjan Pattnaik, Advocate

-Versus-

State Of Odisha & Ors. .... ***Opposite Parties***

Mr. Saswat Das, AGA

CORAM:
HON' BLE THE CHIEF JUSTICE
AND
HON'BLE MR. JUSTICE CHITTARANJAN DASH

ORDER
09.09.2026

Order No.

01. **1.** Heard learned counsel for the parties.

2. The Petitioner, who could not emerge successful in the tender process, has filed the instant Writ Petition challenging the tender awarded to Opposite Party No.6 on multiple grounds; firstly, Opposite Party No.6 did not have a valid Private Security Licence; secondly, he had not provided any document showing his capacity to provide at least 200 Security Guards as on the date of submission of the bid; and thirdly, he did not have the requisite working experience in the field of security services in Government hospitals as on the stipulated date of submission.

3. According to the Petitioner, the information downloaded from the official website, as relied upon by Opposite Party No.6, though indicates that the licence was valid till 07.06.2026, it is alleged to be based on fabricated documents. There is no corroborating evidence produced by the Petitioner on record which would substantiate such a stand. A bunch of documents was sought to be relied upon, showing that the serial number mentioned in the said document did not match with the serial number in the bunch of documents, which, according to the Petitioner, was downloaded from the official website.

4. After perusal of the bunch of documents, we do not find any authenticity in the same, nor is there any stipulation that the same had been downloaded from a website. A litigant shall not be permitted to rely upon a document at the time of hearing which does not form part of the record. There is no authenticity attached to the said documents in the absence of any affirmation, and the Court cannot proceed on the *ipse dixit* of the same and hold that the document downloaded from the official website is fabricated and/or forged.

5. Immediately, the Petitioner resiled from the said stand and submitted that the validity of the licence expired on 07.06.2026 and that Clause-2.2(IX) of the eligibility criteria mandates that a copy of an application letter for renewal of the said licence be appended to the bid document. We are not impressed with the aforesaid stand for the simple reason that Sub-clause-(IX) is operative in the event that the licence, as on the date of the bid, had not expired, and not in a situation where it expires subsequent to the submission of the bid.

6. It is no longer *res integra* that the participating bidder must fulfil all the criteria as on the date of submission of the bid, and in the event the authority finds that he meets the eligibility criteria as on the said date of submission of the bid, what would happen in the future may not be a determinant factor. It is a cardinal principle of law that the authority cannot decide the eligibility of the intending bidder on the basis of a future event, if all the criteria enshrined in this regard are fulfilled by the bidder on the last date of submission of the documents. We, thus, find no justification or tenability in such objection raised at the behest of the Petitioner.

7. As a last ground, it is contended that the requisite number of Security Guards, as required under the said eligibility criteria, has not been fulfilled by Opposite Party No.6. Certain documents are sought to be relied upon indicating that the number of Guards deployed by Opposite Party No.6 does not fulfil such criteria. The tendering authority, after evaluating the bids submitted by the intending bidders, has found the requisite documents to have been appended thereto, and in the event the Tender Evaluation Committee has satisfied its conscience, it would not be proper for the Writ Court to interfere in the absence of any corroborative evidence suggesting otherwise.

8. Clause-V of the said eligibility criteria postulates that the bidder must have at least 200 Security Guards during the Financial Year mentioned in Format-T4B and T4C as on the date of submission, and in support of the same, must also submit the work order and/or contract copies. There is no averment that the said contract order or work order has not been submitted by Opposite

Party No.6. Rather, Mr. Das, learned Additional Government Advocate (AGA), submits that the said Opposite Party No.6 fulfils all the criteria and that the Tender Evaluation Committee, after scrutinising all the documents, has rightly arrived at the decision that Opposite Party No.6 fulfils all the criteria.

9. Merely on the basis of some documents, the authenticity whereof cannot be ascertained at this stage, the Court shall not proceed to interfere otherwise on the *ipse dixit* of the submission made by the unsuccessful bidder. The Writ Court should be slow and circumspect in interfering with the tender process unless the action of the tendering authority is found to be arbitrary, whimsical, irrational, perverse, or contrary to the various clauses incorporated in the tender document.

10. The act of malice may also be examined by the Court to eradicate any sense of favouritism and/or nepotism or the awarding of a public contract to a blue-eyed person. Cherry-picking at the behest of the officials has always been frowned upon by the Writ Court, and interference is made in orders to ensure fairness, transparency, and equality in the awarding of public contracts.

11. In recent times, this Court has experienced that at the time of hearing of the Writ Petition, certain documents are filed which do not form part of the record. The Court should not rely upon such documents unless their genuinity and authenticity are duly corroborated by way of affirmation. The Court should deprecate such practice, as it is expected that when a litigant files the pleadings, they must contain all the requisite averments and the documents in support

thereof, and the Writ Court should not be used as a tool for fishing out evidence in his favour.

12. Be that as it may, we do not delve deep into such aspect, as the Bar has to introspect itself in this regard. From whatever angle we look at it, we do not find any reasonable ground warranting interference with the award of the contract to Opposite Party No.6 by the tendering authorities.

13. The Writ Petition, being sans merit, is dismissed. No order as to costs.

(Harish Tandon)
Chief Justice

(Chittaranjan Dash)
Judge

AKPradhan/Priyanka

Signature Not Verified
Digitally Signed
Signed by: PRIYANKA BARIK
Designation: JUNIOR STENOGRAPHER
Reason: Authentication
Location: HIGH COURT OF ORISSA, CUTTACK
Date: 10-Sep-2026 11:50:29