



2025:DHC:8895-DB



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

Judgment reserved on: 25.09.2025
Judgment delivered on: 08.10.2025

- + W.P.(C) 10254/2025, CM APPLs. 42626/2025, 46147/2025 & 56663/2025
 - + W.P.(C) 10255/2025, CM APPLs. 42628/2025, 46146/2025 & 56480/2025
 - + W.P.(C) 12467/2025, CM APPLs. 50778/2025, 56576/2025 & 56665/2025
 - + W.P.(C) 13785/2025, CM APPLs. 56569/2025 & 56570/2025
- SHEERAJ PROJECTS PRIVATE LIMITEDPetitioner

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIARespondent

Advocates who appeared in this case:

For the Petitioner : Mr. Balbir Singh, Sr. Advocate with Mr. Anil Kumar, Mr. Vedant Kohli and Mr. Naman Tandon, Advocates.

For the Respondents : Mr. Manish K. Bishnoi and Mr. Khubaib Shakeel, Advocates for NHAI.
Ms. Pratima N. Lakra, CGSC with Mr. Shailendra Kumar Mishra, Mr. Chandan Prajapati, Mr. Shivansh Bansal and Ms. Raunak, Advocates for UOI in W.P.(C) 10254/2025 & W.P.(C) 10255/2025.
Mr. Manish Mohan, CGSC with Mr. Jatin Teotia, Mr. Prakhar Vashisth, Mr. Varenym and Ms. Aishani Mohan, Advocates for UOI in W.P.(C) 12467/2025.
Ms. Saumya Tandon, CGSC with Mr. Gaurav Singh Sengar, Advocate for UOI in W.P.(C) 13785/2025.



CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. Present petitions have been filed under Article 226 of the Constitution of India, 1950 assailing, (i) the communication dated 10.07.2025 whereby the respondent/NHAI has annulled the bidding process and cancelled the Letter of Acceptance dated 29.03.2025 issued in favour of the petitioner; (ii) invoking of the Bid Security by NHAI *vide* letter dated 16.07.2025; and (iii) the Invitations for Bids dated 16.07.2025 issued by NHAI *vide* Contract Package No.PROJ-29016/1/2024-Bihar Division and Contract Package No.PROJ-29016/2/2024-Bihar Division, for re-tendering the same work which is the subject matter of these petitions. A prayer is also made for a direction to the NHAI to execute the contract agreement with the petitioner pursuant to Clause 36 of the Instructions to Bidders in the tender and the LoA dated 29.03.2025 on the basis of submission of Bank Guarantee issued by a foreign bank and advised by the Indian Bank.

2. The respondent/National Highways Authority of India (NHAI) issued an Invitation for Bids (hereafter referred to as "*the subject tender*") dated 10.01.2025 under the International Competitive Bidding (ICB) process, inviting technical and financial bids on an item-rate (percentage) basis through e-tendering, for the work of Strengthening & Major Maintenance of Muzaffarpur-Darbhanga-Purnea section (BR-09, BR-08, BR-07, BR-06) of NH-27 from Km.0.000 to 145.646 in the State of Bihar, at an estimated cost of Rs.307.20 crores. The petitioner participated in the subject tender and its bid was evaluated to be the lowest and substantially responsive, being 38.25% below the estimated cost. Consequent thereto, the NHAI issued the Letter of



Acceptance (hereinafter referred to as '*LoA*') dated 29.03.2025, awarding the tender to the petitioner at a contract value of Rs.189,69,78,448/-.

3. In compliance with the instructions issued by the NHAI through LoA, the petitioner *vide* letter dated 25.04.2025 submitted Bank Guarantee (hereinafter referred to as '*BG*') dated 21.04.2025 for an amount of Rs.9,48,48,922/- as Performance Security (hereinafter referred to as '*PS*') and BG dated 21.04.2025 amounting to Rs.56,06,45,452/- towards Additional Performance Security (hereinafter referred to as '*APS*') issued by Merchant International Bank Ltd., London, United Kingdom (hereinafter referred to as '*MIBL*') through the Advising Bank i.e. Indian Bank, Noida Branch.

4. After 35 days, the NHAI *vide* letter dated 29.05.2025 informed the petitioner about the rectifications/amendments stating that, (i) as per Clause 17.1 of the tender, in case the Bank Guarantee/e-Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised Bank in India is required, however, the petitioner has submitted only an advice from the Indian Bank, which may not fulfill the requirement; (ii) as per NHAI Policy Circular dated 23.01.2018, the guarantor/bank shall invariably send an advice to Canara Bank (designated bank of NHAI) through SFMS platform; and (iii) as per NHAI Policy Circular dated 16.09.2002, the BG issued by a foreign bank (branch outside India) must be supported by a counter guarantee from SBI, its subsidiaries, or any Indian nationalised bank, however, no such counter guarantee has been submitted. Some minor discrepancies in the format of BG were also informed. The petitioner was requested to comply with the same within 7 days to enable further necessary action, failing which, necessary action including annulment of LoA shall be taken by NHAI.



5. The petitioner without any further delay, *vide* letter dated 03.06.2025, replied to the NHAI explaining, *inter alia*, that as per the current Banking Protocol in India, the BG issued by a foreign bank can be advised by any of the scheduled bank in India and advising of Foreign BG by Indian Bank is confirmation in itself about the genuineness of the same. Further explanation was also given with regard to sending advice through SFMS as well as the counter BG required by NHAI, and it was requested to accept the BGs furnished by the petitioner and communicate the date of signing of the contract agreement.

6. However, *vide* impugned letter dated 10.07.2025, the NHAI annulled the subject tender and unilaterally cancelled the LoA dated 29.03.2025 issued in favour of the petitioner, without considering the reply dated 03.06.2025 or even providing an opportunity of hearing to the petitioner. Aggrieved thereof, the petitioner has filed the instant writ petition bearing W.P.(C) 10254/2025.

7. It is the case of the petitioner that the very next day of filing of the said writ petition, the NHAI, *vide* letter dated 16.07.2025 invoked the Bid Security amounting to Rs.3,07,00,000/- deposited by the petitioner, constraining it to file another writ petition bearing W.P.(C) 10255/2025 praying for a direction to NHAI restraining it from invoking the Bid Security as also from re-inviting the tender for the subject project.

8. However, the NHAI proceeded to issue the two Invitations for Bid dated 16.07.2025 for the subject project which are challenged by the petitioner by filing the writ petitions bearing W.P.(C) 12467/2025 and W.P.(C) 13785/2025.

CONTENTIONS OF THE PETITIONER:

9. Mr. Balbir Singh, learned senior counsel appeared for the petitioner and submitted that in the present case, the petitioner was not only held to be



qualified technically, but also had been issued the LoA on 29.03.2025 and was directed to furnish the Performance Security and Additional Performance Security. He contended that on an arbitrary and whimsical notion, the NHAI has not only cancelled the LoA *vide* impugned letter dated 10.07.2025 but also has invoked the Bid Security furnished by the petitioner. He contended that once LoA has been issued by the tender issuing authority, such action is deemed to be formation of a contract and therefore, the NHAI could not have unilaterally cancelled the LoA followed by the invocation of the Bid Security.

10. Adumbrating on the background facts arising in the present dispute, learned senior counsel submitted that the petitioner alongwith other bidders had furnished the Bid Security in terms of Clause 17 of the tender documents. Once the petitioner was found eligible, both technically as also financially, under Clause 34 of the tender, it was declared as L1. Pursuant thereto, the LoA dated 29.03.2025 was issued to the petitioner under Clause 36 of the tender document. He stated that as per Clause 36.2, once the award was notified, it would constitute formation of a contract. Having received the LoA, the petitioner under Clause 38 was to furnish the PS as also the APS for the reason that the bid of the petitioner was 38.25% lower than the estimated cost of the Project. This APS was to be furnished within 30 days of the LoA as per Clause 38.1 of the tender. He emphasized that in Clause 38.1, for the purpose of furnishing APS, there was no stipulation that in case a bidder furnished the APS from a foreign bank, it had to be necessarily confirmed by the Indian Branch of the said foreign bank or by any nationalized bank. Pursuant thereto, in accordance with the said Clause 38, the petitioner furnished APS issued by MIBL with the Indian Bank accepting the role as an 'Advisory Bank' in terms of the International Banking norms. Though the petitioner had furnished the APS issued by the MIBL with Indian Bank as the advisory bank on



25.04.2025, i.e., within 30 days of the issuance of the LoA as stipulated in Clause 38.1 of the tender, the NHAI waited for 35 days till 29.05.2025 before furnishing objections to the said APS. Though *vide* letter dated 03.06.2025, the petitioner had given sufficient explanation and reasons as to why the APS furnished by MIBL with the Indian Bank (nationalised bank) as its advisory bank would suffice the requirements of the terms of the tender, the NHAI did not issue any response thereto. He submits that it is only on 10.07.2025 that the NHAI arbitrarily, unilaterally and contrary to the terms of the tender, issued the impugned letter revoking the LoA and annulling the tender process. He submitted that not only this, the NHAI also initiated action subsequently on 16.07.2025 for invocation of the Bid Security which has been impugned by way of another writ petition.

11. Mr. Singh submitted that it is this issue regarding the cancellation/revocation of the LoA by the NHAI on the basis of purportedly having violated conditions of the tender regarding confirmation of the APS of a foreign bank by a nationalised bank, that needs determination in the present writ petition.

12. Learned senior counsel drew attention of the Court to Clause 38 of the tender to submit that so far as furnishing of PS or APS by the L1 is concerned, there is no reference to furnishing of either certification or confirmation by a nationalised bank or an Indian branch of the foreign bank, if any. He contended that it is of universal acceptance as also of the NHAI that when it invites tender of such nature allowing international competitive bidding, the bidders are also permitted to furnish PS or APS of a foreign bank subject to certain conditions which may form part of the tender conditions or the International Banking norms. According to learned senior counsel, the subject tender is one such Invitation to Bid. Thus, he submitted that there is



no bar on a bidder furnishing APS issued by a foreign bank. He contended that even the NHAI does not dispute the aforesaid right of a bidder to furnish APS of a foreign bank.

13. Learned senior counsel was at pains to explain as to how the petitioner was deprived of an opportunity to rectify the purported deficiency by referring to other sub-clauses of Clause 38 of the tender. In other words, he contended that Clauses 38.5, 38.6 & 38.7, if read cumulatively, provide an opportunity to the petitioner to furnish an APS within additional 60 days and if required, in two tranches, which may be acceptable by NHAI so as to further the intention behind issuing the LoA and not to frustrate the same. He forcefully contended that this opportunity was never afforded to the petitioner by the NHAI violating its own tender conditions. He contended that in case any such fair opportunity, that too, in accordance with the conditions of the tender had been provided to the petitioner, it was willing to and would have furnished an appropriate APS issued by a nationalised bank or even like the one required in Clause 17 of the tender.

14. Mr. Singh, learned senior counsel also referred to Clause 17 of the tender to submit that the said clause is in relation to Bid Security, which was furnished by the petitioner of a nationalised bank, which was accepted *in toto* and without a demur by the NHAI. He referred to the said Bid Security only to emphasize and reiterate the contention that the petitioner was fully capable of providing APS issued by a nationalised bank in case it was provided an opportunity as set out in Clauses 38.5, 38.6 & 38.7 of the tender conditions. Learned senior counsel emphatically contended that issuance of the impugned letter dated 10.07.2025 cancelling/revoking the LoA as well as annulling the bidding process without following the procedure prescribed in Clauses 38.5, 38.6 & 38.7 of the tender conditions, is not only arbitrary and whimsical but



also violates the right of the petitioner to be treated fairly, transparently and as per the prescribed procedure. On that count, he vehemently contended that the impugned letter dated 10.07.2025 ought to be quashed and set aside.

15. Coming back to Clause 17 of the tender which relates to Bid Security, learned senior counsel pointed out the distinction between the language employed in the said clause in the context of language employed in Clause 38 of the tender. Pointing out to Clause 17, he stated that in case a bidder furnishes a BG of a foreign bank outside India, the confirmation of the same by any nationalised bank in India is required. In other words, he contended that Clause 17 mandates the confirmation of a BG by a nationalised bank in such cases. In contradistinction thereto, he referred to Clause 38 of the tender and contended that the said condition of “*APS of a foreign bank and the confirmation of the same by any nationalised bank in India*”, is conspicuous by its absence. Notwithstanding the lack of opportunity having been provided by NHAI in terms of Clauses 38.5, 38.6 & 38.7 of the tender conditions, the petitioner did in fact furnish an APS of a foreign bank with the Indian Bank taking the role of an Advisory Bank in terms of the International Banking norms.

16. He stoutly contended that even as per the Form of Bank Guarantee (PS/APS) as available in Section VII of the tender documents (hereinafter referred to as ‘*Section VII Form*’), it is stated in para 12 that the guarantee provided thereunder would be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication no.758 (hereinafter referred to as ‘*ICC Rules*’), except that a supporting statement under Article 15(a) stands excluded. Dilating further, he argued that the petitioner furnishing the APS issued by MIBL with Indian Bank as the advisory bank would fully satisfy the conditions prescribed in para 12 of the said Section VII



Form. He urged that there being no prohibition or bar, rather, acceptability of an APS of a foreign bank subject to conditions of para 12, the acceptance and certification by Indian Bank (nationalised bank of India) as an advisory bank to MIBL in the context of the APS, no fault could be found with such action taken by the petitioner. He submitted that the NHAI ought to have gracefully accepted its own conditions prescribed in para 12 of the Section VII Form and not issue the impugned letter dated 10.07.2025 without due deliberation and application of mind. Having violated the same, the impugned action of the NHAI ought to be quashed.

17. In support of the aforesaid contention, learned senior counsel referred to the ICC Rules published under the URDG 758 to contend that the international norms do not use the words “Confirmation Bank”, rather, employ the words “Advising Party”. Referring to other Articles of the ICC Rules, he submitted that the beneficiary under the said Rules can invoke the guarantee furnished by such party in terms thereof. In other words, he stoutly contended that the apprehension of the NHAI that it would not be able to invoke the APS in case it is found invocable, where there is no confirmation by the nationalised bank of India, is totally unfounded keeping in view the ICC Rules. In that regard, he also invited attention of this Court to Article 10(a) of the ICC Rules to contend that the Advising Party (in the present case – the Indian Bank) also authenticates the guarantee so provided by the foreign bank. He contended that various Articles of the ICC Rules, if read harmoniously and conjunctively, would cumulatively allay the apprehensions and unfounded fears of NHAI. Thus, according to learned senior counsel, the APS as furnished by the petitioner fully satisfies the conditions prescribed in the tender documents itself.



18. To reiterate and reaffirm the aforesaid contentions premised on ICC Rules and its binding character, learned senior counsel drew attention of this Court to various clauses and terms of the APS to buttress that the advisory nature of the Indian Bank, in the present circumstances, is more in the nature of confirmation than in the nature of an unaffected third party. According to him, there is really no difference in the purport and import of the words “confirmation” and “advisory”, especially in view of the ambit of ICC Rules. He vehemently contended that the NHAI does not dispute the applicability of the ICC Rules.

19. In the said context, he submitted that the NHAI, in identical circumstances, permitted bidders in different tenders to furnish APS of a foreign bank and have accepted the same and permitted the bidder to execute the work. He contended that the NHAI has also admitted in its counter affidavit of certain such instances as cited by the petitioner. If that were so, he vehemently contended that denying the same opportunity to the petitioner amounts to abject discrimination which cannot be countenanced by the Constitutional Courts being violative of Article 14 of the Constitution of India. He also argued that apart from the aforesaid violation, the NHAI did not even consider the reply dated 03.06.2025 submitted by the petitioner in respect of the explanation provided by the petitioner to the NHAI’s objection to the APS. He contended that this too was in violation of the principles of natural justice.

20. Learned senior counsel additionally contended that the LoA in terms of Clause 36 of the tender is deemed to be a contract. He submitted that even before the issuance of impugned letter dated 10.07.2025, the NHAI had issued small tenders in respect of the same stretch of roads and the nature of works as was floated in the subject tender, for which the petitioner was issued the



LoA. In short, learned senior counsel contended that while a contract had already been awarded, the NHAI could not have (i) issued fresh tenders for the same works and (ii) proceeded to award the contracts in favour of third parties. This, according to him, amounted to predetermination of the NHAI to terminate or cancel the LoA issued to the petitioner even before the impugned letter dated 10.7.2025 was issued, which smacks of gross arbitrariness and *mala fides*.

21. Mr. Singh also relied upon the judgments of the Hon'ble Supreme Court in ***Subodh Kumar Singh Rathour vs. Chief Executive Officer & Ors.: 2024 SCC OnLine SC 1682*** and ***Mihan India Ltd. vs. GMR Airports Ltd. & Ors.: (2022) 19 SCC 69***, as well as of the Bombay High Court in ***SecLink Technologies Corporation vs. State of Maharashtra & Ors.: 2024 SCC OnLine Bom 3843*** wherein it was held that that once the LoA is awarded and the contract is concluded between the parties, the contours of judicial review by the Courts would be different and the Courts are duty bound to zealously protect the sanctity of a tender that has been duly conducted and concluded, by ensuring that the larger public interest of upholding binding nature of contracts is not sidelined by a capricious or arbitrary exercise of power by the State.

22. Mr. Singh finally submitted that since the LoA amounts to a concluded contract, the petitioner can be permitted even today to furnish APS to the satisfaction of the NHAI. On the basis of the aforesaid arguments, learned senior counsel submitted that while quashing and setting aside the impugned letter dated 10.07.2025, the invocation of Bid Security may also be quashed and set aside and additionally, the petitioner be permitted to furnish a fresh APS to the satisfaction of NHAI so as to enable them to execute the contract.

**CONTENTIONS OF THE RESPONDENT:**

23. Mr. Bishnoi, learned counsel appeared for the NHAI and vehemently refuted the contentions advanced on behalf of the petitioner. Learned counsel forcefully contended that as the MIBL is not a Scheduled Bank as per the RBI Circular, there is a necessity to have an Indian bank to act as a “Confirming Bank” to secure the interests of the NHAI. He stated that it is imperative to understand that the liability under a BG is between the beneficiary and the bank issuing the guarantee. He contended that in case the NHAI may have to invoke the APS, the advising bank i.e. Indian Bank, would not be able to assist the NHAI in immediately encashing the said APS. According to him, the entire purpose of seeking APS shall be frustrated. He submitted that this condition would be unacceptable to any tender issuing authority including the NHAI. He urged that the advising bank, for obvious reasons, will not be able to tender the kind of guarantee that the NHAI expects. Predicated on the above, he stoutly contended that this Court may not interfere with the action taken by the NHAI.

24. In support of the aforesaid submission, Mr. Bishnoi drew attention to Section VII Form of the tender, which relates to furnishing of PS or APS. Pointing out particularly to para 13 of the said Form, learned counsel emphasized that the mandate of the said paragraph clearly informed the bidders that there needs to be a bank with a branch in India which can confirm the guarantee so issued. He submitted that the language so employed made it apparent that in case of the guarantee being invoked, the Indian branch would accept such invocation and would forthwith remit the payment of amounts so demanded. According to Mr. Bishnoi, para 12 of the Section VII Form though relates to applicability of ICC Rules, yet, the provisions thereunder have to be read in consonance and conformity with para 13 of the Section VII Form. He



submitted that in the present case, the bank of which the petitioner furnished the APS i.e. MIBL admittedly does not have any branch in India. He also argued that the petitioner also does not dispute that the Indian Bank has not given any confirmation or a counter guarantee in respect of the APS issued by MIBL but only an advice. In such circumstances, he vociferously contended that the said APS falls foul of not only para 13 but even para 12 of the Section VII Form. While referring to para 14 of the said Form, he submitted that the Guarantor Bank was mandated to confirm that it is available on the Structural Finance Messaging System (hereafter referred to as 'SFMS') and shall invariably send an advice of the said APS to the designated Bank of the NHAI i.e. Canara Bank. He stated that in the reply dated 03.06.2025, particularly in para 2, the petitioner admitted that the Canara Bank is not accepting the foreign BG though its confirmation has been received in SFMS Code MT799. According to him, this too is an admission of the petitioner that the APS furnished by it is not in conformity or in consonance with the mandate in para 13 and 14 of the Section VII Form.

25. Dilating further, learned counsel also referred to the APS placed on record at page 304 of the writ petition and while reading through all the clauses, he submitted that the Indian Bank plays the role of only an "Advising Bank" and not the "Confirmation Bank". In other words, he contended that the APS clearly does not conform to the mandate of the Section VII Form. Thus, the objection raised by NHAI on such APS and the cancellation of LoA *vide* letter dated 10.07.2025, even after having given extension of time of 7 days to make good the deficiency in furnishing APS, cannot be found fault with. He pertinently pointed out to the letter dated 29.05.2025 issued by the NHAI raising clear objections to the APS furnished by petitioner. He contended that in para 2 of the said letter, it was made clear that the APS



submitted by the petitioner is issued by a foreign bank and therefore, confirmation of the same by any nationalized bank in India is required. The petitioner was also cautioned that it has submitted only an advice from the Indian Bank which may not fulfill the mandated requirement. He stated that while referring to NHAI's policy of the year 2002, it was made clear that a BG issued by a foreign bank which does not have a branch in India must be supported by a counter guarantee from SBI, its subsidiaries or any Indian nationalized banks. While referring to Annexure-I appended to the letter dated 29.05.2025, Mr. Bishnoi submitted that the intention of NHAI in respect of mandatory requirement of confirmation by a nationalized bank was also made clear by directing the petitioner to provide the complete address of the Delhi branch of MIBL. Clearly, in the reply dated 03.06.2025, the aforesaid objections were not answered satisfactorily nor did the petitioner furnish a fresh APS in consonance with and conformity of para 13 of Section VII Form as also the objections and directions in the letter dated 29.05.2025. He contended that despite having provided an opportunity of 7 days to the petitioner to cure/rectify the deficiencies pointed out, the petitioner except for giving an evasive response *vide* letter dated 03.06.2025, failed to furnish a fresh APS as desired by NHAI.

26. Learned counsel refuted the submissions of the petitioner in respect of Clause 38 of the tender by submitting that 60 days' period envisaged by the said clause is also over now within which time, if the petitioner so desired, it could have furnished a fresh APS as per the requirement of the NHAI. He stoutly contended that having failed to do so, the reliance on Clause 38 of the tender by the petitioner is of no consequence. He further contended that even the letter dated 03.06.2025 issued by the petitioner is bereft of any reference to provisions of Clause 38 or even an offer to make good the deficiencies



found. In that view of the matter, he categorically contended that the petitioner cannot now be permitted to cover its failures by referring to Clause 38 of the tender. According to him, the offer of furnishing a fresh APS even today or as on the date of filing of the writ petitions is without any substance and should be rejected.

27. So far as the contention of the petitioner with regard to cancellation of LoA and annulment of the tender process is concerned, Mr. Bishnoi contended that keeping in view the crucial and urgent nature of the project, i.e., repair and maintenance of the crucial portions of the National Highways which were badly affected due to heavy rains, it cannot brook any delay, inasmuch as the safety of the vehicles as also the passengers is paramount and thus, the NHAI had no choice but to take the impugned action. In order to buttress the importance and the urgent nature of the project, he submitted that on account of failure of the petitioner, the NHAI was constrained to issue small tenders bearing Tender No.278/RO-PATNA/NHAI/2025-26 dated 13.06.2025, No.279/RO-PATNA/ NHAI/2025-26 dated 13.06.2025 and No.280/RO-PATNA/NHAI/2025-26 dated 14.06.2025 for stretches of the road which were part of the present tender for the purposes of filling up of potholes, temporary carpeting of extremely short stretches and other similar short term repair works only. He submitted that the NHAI has incurred extra cost and time in floating these smaller tenders on account of the default of the petitioner. That apart, it was purely on account of failure of the petitioner to adhere to the instructions and furnish a fresh APS that the NHAI had to not only cancel the LoA and annul the tender process, it was also compelled to notify fresh tenders for the same project which are yet to be finalized.

28. To the argument of the petitioner of the BGs issued by foreign banks as furnished by certain other bidders in similar circumstances and having been



accepted by the NHAI is concerned, Mr. Bishnoi argued that the said decisions were taken in the peculiar facts of the case and in the overall interest of the project. He contended that merely because the BG of another bidder was accepted would not, *ipso facto*, confer a right upon the petitioner to seek parity. He stoutly contended that these are infrastructural projects in which the NHAI has to take a firm stand, keeping in view the paramount nature of the project alone. He also submitted that having failed to furnish the requisite APS despite clear directions and extension of time, the petitioner cannot now seek parity on grounds which are not available to it. Thus, according to the learned counsel, this argument too merits rejection.

29. To buttress his arguments, Mr. Bishnoi relied upon the judgment of the Hon'ble Supreme Court in ***N.G. Projects Ltd. vs. Vinod Kumar Jain & Ors.:*** (2022) 6 SCC 127, to submit that construction of roads is an essential part of development of infrastructure in any State and specifically in cases related to such nature of tender, there are inherent limitations in exercise of the power of judicial review by the Courts. Reliance was also placed on ***Central Coalfields Ltd. vs. SLL-SML (Joint Venture Consortium):*** (2016) 8 SCC 622 wherein it was held that it is not for the Court to substitute its opinion in respect of acceptance of BG, specifically when a particular format of BG is prescribed. Mr. Bishnoi also relied upon the judgement in ***Afcons Infrastructure Ltd. vs. Nagpur Metro Rail Corporation Ltd.:*** (2016) 16 SCC 818 wherein the Hon'ble Supreme Court held that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents and unless the threshold of *mala fides*, intention to favour someone or arbitrariness, irrationality or perversity is met, the Constitutional Courts must not interfere with the decision of the administrative authority.



30. On the aforesaid submissions, learned counsel for NHAI contended that the present petition lacks merits and ought to be dismissed.

ANALYSIS & CONCLUSION:

31. At the outset, it is relevant to note that this Court *vide* order dated 19.08.2025 had passed a direction that in the meantime, any process which may be undertaken pursuant to two fresh tenders issued on 16.07.2025 in respect of the same stretch of road, shall be subject to further orders which may be passed in the present writ petitions. Subsequently, the arguments were heard and the judgement was reserved by this Court on 25.09.2025 with a further direction to NHAI to not finalize the fresh tenders until the pronouncement of the judgement.

32. Having heard Mr. Balbir Singh, learned senior counsel for the petitioner and Mr. Bishnoi, learned counsel for the NHAI and scrutinizing the records of the case minutely, our observations are recorded in the succeeding paragraphs.

33. Though both parties had argued extensively and taken us minutely through various clauses of the tender as also the Articles of the ICC Rules, the controversy actually lies in a narrow compass. In that, (i) what is the purport and import of the words “confirmation bank” and “advising Bank/Party” as used in the tender document and ICC Rules respectively; (ii) whether ICC Rules formulated as per URDG 758 are applicable to the bidders under the subject tender; (iii) whether the petitioner under Clause 38 of the tender was entitled to extension of time for making good the deficiency in furnishing of the APS, if yes, whether NHAI provided the same; and (iv) whether NHAI was justified in cancelling/revoking the LoA and annulling the tender process and simultaneously, invoking the Bid Security?



34. Before we proceed further, it would be imperative to understand that in the present case, the petitioner had furnished APS issued by a foreign bank, i.e., MIBL which admittedly does not have any branch in India. The furnishing of the APS was necessitated due to the petitioner's bid being lower by 38.25% than the estimated cost of the Project. With that knowledge in the background, to understand and answer point no (i), it would be worthwhile to reproduce Clauses 17.1 and Clause 38.1 of the tender. The same read thus:

Clause 17.1

“17. Bid Security

17.1 The Bidder shall furnish as part of its BID, a BID Security in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) in the form set forth in Section VII, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the form set forth in Section VII issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Employer and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The Bank Guarantee (including e-Bank Guarantee) shall be transmitted through SFMS Gateway to NHAI's Bank. In case the Bank Guarantee / e-Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee / e-Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.”

Clause 38.1

“38 Performance Security

38.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the Selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Section - VII, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the form set forth in Section - VII (the “Performance Security”) for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the



Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Section - VII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or an irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the same form given at Section - VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

(i) (A) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 25% of the Estimated Project Cost/cost put to tender, the Additional Performance Security shall be calculated @50% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document)-15% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. (B) If the Bid Price offered by the Selected Bidder is lower than 25% of the Strengthening & Major Maintenance of Muzaffarpur-Darbhanga Purnea section (BR-09, BR-08, BR-07, BR-06) of NH-27 from Km. 0.000 to 145.646 in the State of Bihar on item rate (percentage) basis I-31 Estimated Project Cost, the Additional Performance Security shall be calculated @ 5% of the Estimated Project Cost plus 100% of the difference in the (i) Estimated Project Cost -25% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.

(ii) Deleted.

(iii) This Additional Performance Security shall be treated as part of the Performance Security.

The Selected Bidder shall ensure that the Performance Security and/or Additional Performance Security shall be submitted by the Selected Bidder only and the same shall not be issued on behalf of the Selected Bidder from facility sanctioned to a third party (i.e. third party Performance Security and/or Additional Performance Security shall not be accepted by the Authority)".

(emphasis supplied)

35. Clause 17.1 clearly refers to the words *"In case the Bank Guarantee/e-Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required"*. In the present case, the petitioner had infact furnished Bid Security, as envisaged by Clause 17.1, of a Scheduled Bank as defined under section 2(e) of the Reserve Bank of India Act, 1994 which is an admitted fact. Therefore, there arises no controversy or dispute regarding the Bid Security. The only dispute is in respect of



furnishing of the APS issued by a foreign bank, which has no branch in India. Thus, provisions of Clause 38 of the tender hold the field.

36. As can be discerned, Clause 38 is applicable post the bidder being awarded the LoA and is in respect of furnishing the PS or APS. Since in the present case, the bid of the petitioner was 38.25% lower than the estimated project cost, NHAI deemed it necessary to direct the petitioner to furnish APS. Pursuant thereto, the petitioner furnished APS issued by MIBL with the Indian Bank, Noida branch as the Advisory Bank/Advising Party. This was not palatable to NHAI as it expected the Indian Bank to be the “Confirming Bank”. Where from does NHAI import this process of an Indian bank to be the “confirming bank/party”, into Clause 38 of the tender, is largely unknown. Briefly, in the NHAI’s letter dated 29.05.2025, it was sought to be linked to Clause 17.1, however, that is unpersuasive. The reason is not far to see. In contradistinction to Clause 17.1 requiring confirmation of the BG (furnished as Bid Security) by an Indian bank in case it is issued by a foreign bank, Clause 38.1 is conspicuous by the absence of the words “confirmation” by an Indian bank. Yet, simultaneously requires a bidder to furnish APS from a Bank in the Form set forth in Section VII of the tender document. There is no prescription in Clause 38.1 as set out in Clause 17.1 of the tender as to what would be the condition for accepting APS issued by a foreign bank. However, the procedure for such APS is laid down in Section VII Form. In this context, para 12 of the Section VII Form would gather significance and the same reads thus:

“12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.”

37. Manifestly, para 12 of the Section VII Form clearly makes ICC Publication No.758 applicable except the supporting statement under Article



15(a). In other words, the ICC Rules as referred to and relied upon by the petitioner are indeed applicable to the facts as presented. It is neither the case of NHAI that the ICC Rules are not applicable nor can it be countenanced in view of the clear mandate in para 12 of the Section VII Form. What was sought to be canvassed on behalf of the NHAI was that para nos.13 and 14 of Section VII Form would be applicable and are mandatory to be followed by all bidders. To test the rationale of such submission, it is appropriate to extract para nos.13 and 14 hereunder:

“13. This guarantee shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

(emphasis supplied)

38. A plain reading of both, para nos.13 and 14 of the Section VII Form cumulatively and conjunctively appear to support the contentions referred above of the NHAI, yet, do not appeal to reason. This is for the reason that in case the requirement specified in para 13 is held to be mandatory in all cases, then the stipulation in para 12 of Section VII Form would be rendered otiose or nugatory. It is settled that exclusion cannot be inferred readily, unless expressly provided for. All covenants have to be read harmoniously unless ambiguous or repugnant to the document or the provisions of the principal



document. There is no such inference which can be gathered from a simple reading of Section VII Form nor has there been any such argument urged. Moreover, it is apparent that para 12 of the said Form is for the bidders who may furnish APS issued by a foreign bank with or without Indian branch and it is for that reason that the ICC Rules have been made applicable in such fact situations. It is an admitted case that the subject tender is an international tender, supporting the insertion of para 12 in the Section VII Form. If para 12 is eschewed from the said Form, the participation of international bidders/entities would be highly restricted, which does not seem to be the intention. Thus, we are of the firm opinion that para 12 will apply on all fours to the subject tender and to the petitioner. Point (i) is resolved accordingly.

39. Significantly, the ICC Rules provide for a complete code respecting the international banking conventions in regard to the guarantees that may be offered by foreign entities while participating in international tenders. Article 2 defines '*Advising Party*' as the party that advises the guarantee at the request of the guarantor. '*Counter guarantee*' is defined as any signed undertaking, however named or described, that is given by the counter-guarantor to another party to procure the issue by that other party of a guarantee or another counter-guarantee, and that provides for payment upon the presentation of a complying demand under the counter-guarantee issued in favour of that party. Article 5 provides for the independence of guarantee and counter guarantee in clauses (a) and (b) respectively. Clause (a) of Article 5 provides that a guarantee is, by its nature, independent of the underlying relationship and the application, and the guarantor is in no way concerned with or bound by such relationship. A reference in the guarantee to the underlying relationship for the purpose of identifying it does not change the independent nature of the guarantee. The undertaking of a guarantor to pay



under the guarantee is not subject to claims or defences arising from any relationship other than a relationship between the guarantor and the beneficiary. Clause (b) provides that a counter-guarantee is by its nature independent of the guarantee, the underlying relationship, the application and any other counter-guarantee to which it relates, and the counter-guarantor is in no way concerned with or bound by such relationship. A reference in the counter-guarantee to the underlying relationship for the purpose of identifying it does not change the independent nature of the counter-guarantee. The undertaking of a counter-guarantor to pay under the counter-guarantee is not subject to claims or defences arising from any relationship other than a relationship between the counter-guarantor and the guarantor or other counter-guarantor to whom the counter-guarantee is issued.

40. Further, Article 10 of the ICC Rules is in respect of '*advising of guarantee or amendment*' and clauses (a) and (b) thereof in particular are relevant. Clause (a) of Article 10 provides that a guarantee may be advised to a beneficiary through an advising party. By advising a guarantee, whether directly or by utilizing the services of another party (second advising party), the advising party signifies to the beneficiary and, if applicable, to the second advising party, that it has satisfied itself as to the apparent authenticity of the guarantee and that the advice accurately reflects the terms and conditions of the guarantee as received by the advising party. Clause (b) provides that by advising a guarantee, the second advising party signifies to the beneficiary that it has satisfied itself as to the apparent authenticity of the advice it has received and that the advice accurately reflects the terms and conditions of the guarantee as received by the second advising party. Article 12 of the ICC Rules prescribes the extent of guarantor's liability under the guarantee. Article 14 prescribes the place/venue of presentation of the guarantee by the



beneficiary. Article 15 has been specifically excluded in para 12 of the Section VII Form.

41. It is apparent from a reading of the Articles and clauses of the ICC Rules that a complete mechanism to furnish and deal with the enforcement including the place of presentation of the guarantee or counter guarantee is clearly provided. In such circumstances, for the NHAI to insist that the petitioner furnish an APS with “confirmation” from an Indian bank, particularly, (i) in the absence of such prescription in Clause 38.1 of the tender and (ii) in view of the applicability of ICC Rules as per para 12 of the Section VII Form, seems extraneous to the subject tender. If NHAI sought any such proscription, then it should have deleted para 12 of the said Form. In the absence of such proscription or deletion, the insistence of NHAI in petitioner adhering to its diktat cannot be countenanced. With this, point (ii) is resolved in favour of the petitioner.

42. In regard to point (iii), the petitioner insisted that time for furnishing appropriate APS to the satisfaction ought to have been provided by NHAI in terms of Clauses 38.5 to 38.7 of the tender. To appreciate this contention, it would be apposite to extract Clauses 38.5 to 38.7 of the tender which read thus:

“38.5 For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days’ time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.

38.6 The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and



Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement.

38.7 In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.”

(emphasis supplied)

43. Harmoniously read, the aforesaid clauses appear to indicate that a bidder such as the petitioner would ordinarily be entitled to 60 days time to furnish the PS or APS, if any, failure whereof would entail deemed cancellation/withdrawal of the award coupled with encashment of Bid Security (Clause 38.5). Clause 38.6 provides that the bidder has the right to furnish 50% of the PS or APS, if any, within 30 days of the LoA and the remaining 50% to be furnished within 30 days of the signing of the agreement. Clause 38.7 further provides that in case the bidder fails to furnish PS or APS, if any, as prescribed in Clauses 38.5 and 38.6, it may seek an extension of time for a further period upto 60 days by paying damages upfront along with the request letter.

44. Undoubtedly, the NHAI did not adopt the procedure prescribed under Clauses 38.5.to 38.7 of the tender but proceeded to object to the APS furnished by the petitioner issued by a foreign bank which did not have any branch in India nor did the petitioner nominate any Indian bank which could act as the “Confirming Bank/Party”. Even if we confer the benefit of doubt to the NHAI’s action, there were multiple methodologies prescribed in the tender itself to objectively proceed further for signing the agreement before



proceeding to cancellation of LoA; annulment of previous tender and; initiating action for encashment of Bid Security. These procedures are clearly prescribed in Clauses 38.5 to 38.7 of the tender.

45. Clearly, when the parties were corresponding with each other post the objections raised by the NHAI, the NHAI nowhere referred to or provided an opportunity to the petitioner to furnish a fresh APS in the manner as prescribed. Learned counsel for the NHAI referred to the letter dated 29.05.2025 wherein 7 days were granted to the petitioner to rectify/cure the defects/objections in support of the contention that NHAI did in fact provide extension of time for furnishing satisfactory APS. In our considered opinion, this would not suffice the procedure prescribed by the tender itself under Clauses 38.5 to 38.7. It is relevant to note that in the impugned letter dated 10.07.2025 cancelling the LoA, the NHAI did not even refer to the letter dated 03.06.2025 communicated by the petitioner offering its explanation/clarification to the objections raised by NHAI. Once the petitioner had already reached the stage of having been awarded the LoA, the NHAI ought to have provided the petitioner adequate opportunity to rectify/cure the deficiency, if at all, notwithstanding the fact that ICC Rules being applicable on account of para 12 of Section VII Form, may have enured to the benefit of the petitioner. The NHAI being an instrumentality of the State under Article 12 of the Constitution of India was obligated to act fairly, transparently and in accordance with the terms of the tender. Thus, we are of the considered opinion that NHAI ought to have proceeded as per the prescribed procedure, failure whereof would enure to the benefit of the petitioner. The NHAI ought to have granted adequate time and opportunity to the petitioner to make good the APS.



46. From the arguments made by the learned counsel for the respective parties, it appears that both are finding the other blameworthy in the delay caused on account of lack of correspondence or lack of action, which led to impugned actions of the NHAI. Though the NHAI had persisted that the project under the subject tender is of a critical nature being part of infrastructural project, yet, from the correspondence on the record, it appears that NHAI could have responded sooner than it did. The time NHAI took in issuing objections to the APS furnished by the petitioner, which was about 35 days and the silence maintained by it from 03.06.2025 when the petitioner sent its clarification to the objections, till 10.07.2025 when the impugned letter cancelling the LoA as well as the tender process was issued, speak otherwise. A perusal of the impugned letter dated 10.07.2025 brings to fore that it is bereft of any reasons and has also not referred to or taken into account the explanation offered by the petitioner *vide* letter dated 03.06.2025. The records reveal that even before the NHAI cancelled the LoA and annulled the tender *vide* impugned letter dated 10.07.2025, certain stretches of the National Highway falling within the scope of work which was awarded to the petitioner, were tendered and allotted to other parties. This action has been sought to be defended by the NHAI on the grounds of public safety and being of a paramount and critical nature which could not wait. There is nothing on record to remotely suggest as to what prevented or precluded the NHAI from acting swiftly once the petitioner had communicated its explanation *vide* letter dated 03.06.2025. We are not satisfied at all with the aforesaid flimsy reasons and find them unmerited. A bidder who has successfully been issued the LoA surely has rights which entitled it to be treated fairly and transparently and in accordance with the terms of the tender. Having said that, we refrain ourselves from passing any directions in that regard and leave it at that.



47. It should also be kept in mind that in similar circumstances, the NHAI has admitted to have accepted similar APS of some foreign entity in similar facts, which also demonstrates discrimination between similarly placed entities. Though the NHAI attempted to distinguish the act on the ground of importance and criticality of the other projects, however, we find that on that count too, the NHAI is found wanting. Here too, even according to the NHAI, the project was critical in view of public safety and prevention of major accidents due to potholes, extensive damage to the highways on account of heavy rains and maintenance of the same in rainy season. The denial of parity, rather, demonstrates palpable discrimination. Accordingly, point (iii) is resolved in favour of the petitioner.

48. Yet another controversy revolves around para 14 of the Section VII Form regarding sending of an advice by the guarantor bank to the designated bank of NHAI through SFMS. In view of the observations and analysis regarding applicability of the ICC Rules read with the provisions of Clauses 38.5 to 38.7 of the tender and keeping in mind the submission of the learned senior counsel for the petitioner that the petitioner is willing to furnish a fresh APS issued by a Scheduled Bank of India, the said controversy regarding SFMS need not detain us any further.

49. We have also perused the judgments relied upon by both the parties. We are of the opinion that the ratio laid down by the Hon'ble Supreme Court in ***Subodh Kumar Singh Rathour*** (*supra*) and ***Mihan India*** (*supra*) as well as the Bombay High Court in ***SecLink Technologies Corporation*** (*supra*) is applicable to the facts of the present case. Here too, the petitioner was awarded the LoA and the impugned action was initiated thereafter without affording proper opportunities available to it as per the tender conditions.



50. So far as the judgements relied upon by the NHAI is concerned, there cannot be any quarrel with the legal proposition laid down in *N.G. Projects (supra)* holding that construction of roads is an essential part of the development of infrastructure and therefore, the power of judicial review is highly circumscribed. However, at the same time, if a power is exercised arbitrarily and capriciously, as has been observed in the preceding paragraphs, surely the Constitutional Courts are not disempowered to exercise judicial review. In *Central Coalfields Ltd. (supra)*, it was held that Court ought not to substitute its opinion in respect of the acceptance of a Bank Guarantee, particularly if a format is prescribed. However, in the present case, it is not the format which is in dispute but para 12 of the said Format which needs to be understood, interpreted and applied to the facts arising in the present case. We have not rendered any opinion as to whether the format is appropriate or not. In *Afcons Infrastructure (supra)*, it was held that tender issuing authority is the best person to understand and appreciate its requirements and interpret its documents and unless *mala fides*, intention to favour someone or arbitrariness, irrationality or perversity is demonstrated, the Constitutional Courts must ordinarily not interfere. In view of the observations and opinion rendered by us in paragraph 38 above regarding applicability of para 12 of the Section VII Form; paragraph 44 regarding the NHAI not following the procedure prescribed in Clauses 38.5 to 38.7 of the subject tender and; paragraph 47 regarding NHAI accepting APS of foreign entities/banks in similar circumstances while at the same time denying parity to the petitioner, persuade us to interfere and thus, the ratio laid down in *Afcons Infrastructure (supra)* would not be applicable in the facts of this case.

51. As an upshot of the aforesaid observations, analysis and findings, it irrefutably leads us to conclude that the cancellation of the LoA; the



annulment of the subject tender and; encashment of Bid Security as well as issuance of fresh tenders is invalid and *non est* in law and liable to be quashed.

52. Accordingly, the impugned actions of NHAI cancelling the LoA and annulling the tender process *vide* letter dated 10.07.2025; the invocation of Bid Security *vide* letter dated 16.07.2025 and the Invitations for Bids dated 16.07.2025 issued by NHAI *vide* Contract Package No.PROJ-29016/1/2024-Bihar Division and Contract Package No.PROJ-29016/2/2024-Bihar Division are quashed and set aside.

53. However, since Mr. Singh, learned senior counsel had, on instructions, stated that the petitioner was, on the date of filing of the writ petition and even now willing to furnish APS of a Scheduled Bank to the satisfaction of the NHAI since the tender process of the fresh tender has not reached its logical conclusion, we deem it appropriate to pass suitable orders in that context.

54. The petitioner is directed to furnish the requisite APS of an Indian Bank to the satisfaction of the NHAI within 15 days from the date of this order. The NHAI shall process the same within 7 days thereafter and proceed to the next stage of tender process of signing the agreement.

55. The writ petitions are disposed of in above terms, along with pending applications, if any. No costs.

TUSHAR RAO GEDELA, J

DEVENDER KUMAR UPADHYAY, CJ

OCTOBER 08, 2025/kct/aj/rl