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

% Judgment reserved on: 08.09.2025
Judgment delivered on: 16.09.2025

+ **W.P.(C) 7847/2025 & CM APPL No.34549/2025**

+ **W.P.(C) 7868/2025 & CM APPL No.34761/2025**

FINOLEX J-POWER SYSTEMS LTD

.....Petitioner

versus

DELHI TRANSCO LIMITED & ANR.

.....Respondents

Advocates who appeared in this case:

For the Petitioner : Mr. Sandeep Sethi, Senior Advocate with Mr. Anshul Chowdhary, Mr. Rounak Naik, Mr. Abhishek Arora, Mr. Nakul Dahiya, Ms. Saloni Dahiya, Mr. Kanav Vir Singh and Mr. Aman Pal, Advocates.

For the Respondents : Ms. Anubha Dhulia, Mr. Vinayak Menon, Advocates and Mr. Avadhesh Dwivedi, A.M. (Legal), DTL for R-1.
Dr. Abhinav Rao, Advocate for R-2.
Mr. Narendra M. Sharma, Mr. Aryan Sharma, Ms. Shubhangi Tiwari and Mr. Sahan Sathiya Narayanan, Advocates for R-3.

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 are filed under Article 226 of the Constitution of India,



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1950, seeking quashing of rejection of petitioner's bids in Tender nos.T24R220415 [in W.P.(C) 7847/2025] and T24R220414 [in W.P.(C) 7868/2025] being illegal, arbitrary, irrational and violative of Articles 14 and 19(1)(g) of the Constitution of India. The petitions further pray for a direction to respondents to re-evaluate the petitioner's bid in Tender nos.T24R220415 and T24R220414 strictly in accordance with law, tender conditions, and principles of natural justice, after granting the petitioner an opportunity to be heard. The petitions further seek restraining the respondents from finalising, executing or awarding the contract under Tender nos.T24R220415 and T24R220414 until the petitioner's bids are re-evaluated and a reasoned decision is passed. The petitions also seek a declaration that the respondents have acted in violation of their constitutional obligations of fairness, transparency and equal treatment under Article 14 of the Constitution and as also in breach of the doctrine of legitimate expectation.

2. Shorn of unnecessary details, brief facts germane to the present petitions are hereunder:-

- a) The petitioner claims to be a joint venture company, having its registered office at Mumbai and is engaged in the design, manufacture, supply and execution of Extra High Voltage (EHV) cable systems across India and globally in turnkey execution of 220kV underground XLPE cable systems, including jointing, termination, and bay works.
- b) The petitioner claims that SV Power Links Pvt. Ltd. (hereafter referred to as "SVPL"), the petitioner's Erector Partner was awarded a Work Order by Megha Engineering and Infrastructure Ltd. (hereafter referred



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to as “MEIL”), for execution of a 220kV underground XLPE cable system by the respondent no.2/Telangana Transmission Corporation (hereafter referred to as “TG TRANSCO”). The TG TRANSCO issued a Commissioning Certificate dated 02.05.2022 certifying successful Energisation and Integration of the 220kV underground XLPE cable system executed by SVPL. TG TRANSCO issued a Performance Certificate dated 10.02.2023 confirming satisfactory functioning of the completed system. MEIL issued a Work Completion Certificate dated 28.10.2024 in favour of SVPL acknowledging full execution of all scope items by SVPL in accordance with technical specifications. As also, the TG TRANSCO issued a Work Completion-cum-Performance Certificate dated 05.02.2025 (hereinafter referred to as “*experience certificate dated 05.02.2025*”) to SVPL, further confirming execution of all works to satisfaction.

- c) The petitioner submits that the respondent no.1/Delhi Transco Limited (hereafter referred to as “DTL”) floated three (3) tenders i.e., (i) Tender no.T24P080372 on 06.11.2024 for 220kV underground XLPE cables from IP substation to GIS Rajghat Substation (hereinafter referred to as “*First Tender*”); (ii) Tender no.T24R220414 for similar works from Dev Nagar to Subzimandi Substation (hereinafter referred to as “*Second Tender*”) and (iii) Tender no.T24R220415 for similar works from Naraina to Ridge Valley Substation (hereinafter referred to as “*Third Tender*”).
- d) It is the case of the petitioner that TG TRANSCO issued a experience



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certificate dated 05.02.2025 to SVPL, further confirming execution of all works to satisfaction.

- e) In the interregnum, DTL sought certain clarifications from the petitioner in respect of all the three tenders, viz, First Tender, Second Tender and Third Tender regarding the experience certificate dated 05.02.2025.
- f) *Vide* the meetings dated 19.03.2025 and 20.03.2025 the Technical Evaluation Committee (hereafter referred to as “*the TEC*”) of DTL declared the petitioner technically qualified in the First Tender. On 21.03.2025, TG TRANSCO issued a formal reaffirmation letter to DTL, re-confirming the issuance and validity of all the earlier certificates including experience certificate dated 05.02.2025.
- g) On 04.04.2025 the TEC of DTL disqualified the petitioner and held its bid as non-responsive in respect of the Third Tender. Similarly, the TEC disqualified the petitioner and held its bid as non-responsive in respect of Second Tender on 08.04.2025. It is claimed that the petitioner addressed representations to DTL *vide* letters dated 15.04.2025 & 25.04.2025 highlighting procedural irregularities. It is stated that no response has been received till date.
- h) Aggrieved by the aforesaid, petitioner filed a writ petition bearing W.P.(C) No.7121/2025, challenging the disqualification of petitioner’s bid in Second and Third Tenders. *Vide* order dated 23.05.2025, this Court had directed DTL to provide a well reasoned letter clarifying the rejection of the petitioner. Only thereafter, DTL *vide* order dated



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26.05.2025 had given a rejection letter thereby stating the detailed reasons of the petitioner's disqualification.

i) Aggrieved thereof, the petitioner preferred the present writ petition challenging the disqualification of its bid in the Second and Third Tenders.

3. Mr. Sandeep Sethi, learned senior counsel appearing for the petitioner stoutly contended that though on the strength of the work experience certificate dated 05.02.2025 issued by TG TRANSCO, the bid of the petitioner was found viable and was declared responsive in the First Tender, yet, it is inexplicable as to how and why in the Second and Third Tenders, the bid of the petitioner has been held to be non-responsive inspite of the fact that the same experience certificate dated 05.02.2025 was also furnished alongwith its bid.

4. Learned senior counsel forcefully contended that not only was the petitioner's bid *qua* the First Tender held responsive on the basis of the experience certificate 05.02.2025, even DTL sought clarification from TG TRANSCO which affirmed the said certificate *vide* the affirming letter dated 21.03.2025. He submits, though without admitting, that the annulment of the First Tender may have been the prerogative of the DTL, yet, there is no plausible reason as to why the DTL would declare the petitioner's bid as non-responsive in respect of Second and Third Tenders specially when the very same experience certificate dated 05.02.2025 affirmed on 21.03.2025, was furnished alongwith its bid in the other two tenders.

5. In order to buttress the aforesaid submission, learned senior counsel



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invited attention to the experience certificate dated 05.02.2025 and read out the portions reflecting that the Erector Partner, namely, SVPL had executed the work of laying, jointing/terminating, testing and commissioning for MEIL. Learned senior counsel further referred to the invoices raised by SVPL upon MEIL, particularly to serial no.4, which indicated the extent of jointing of cable work executed by SVPL and serial no.5, to indicate the amount of Termination Charges raised by SVPL upon MEIL. From the aforesaid documents, learned senior counsel forcefully contended that it cannot be doubted that SVPL had in fact executed cable jointing and termination work for and on behalf of MEIL. If that is so, he contended that DTL could not have declared its bid as non-responsive, particularly on the basis of a revised work experience certificate dated 02.04.2025 issued by TG TRANSCO.

6. Mr. Sethi stoutly contended that there was no occasion for either DTL to seek or TG TRANSCO to generate the revised work experience certificate dated 02.04.2025, respectively. He stated that in any case the entire exercise was done behind the back of the petitioner and shrouded in mystery and without as much as issuing notice, thereby violating the principles of natural justice. He contended that in such circumstances the least that the DTL could have done was to provide an opportunity to the petitioner to clarify if it had any doubt. His contention is that once DTL itself got a reaffirmation from TG TRANSCO on 21.03.2025 of the authenticity, veracity and genuineness of the experience certificate dated 05.02.2025, there was no occasion for DTL to doubt the same.

7. *Per contra*, Ms. Anubha Singh, learned counsel for the DTL



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vehemently opposed the submissions addressed on behalf of the petitioner. She submitted that the DTL had accepted the experience certificate dated 05.02.2025 submitted by the petitioner, only after receiving the letter dated 21.03.2025 from TG TRANSCO affirming the issuance of the aforesaid experience certificate. The letter dated 21.03.2025 of TG TRANSCO is contended to be in response to the query dated 18.03.2025 raised by DTL *qua* the aforesaid experience certificate. She fairly submitted that it was in pursuance thereto that DTL had declared petitioner as technically qualified *qua* the First Tender. However, on account of receipt of a revised experience certificate dated 02.04.2025, DTL had corresponded *via* e-mail dated 04.04.2025 with TG TRANSCO for clarification as to which of the two experience certificates is the valid one. It is submitted that *vide* the reply e-mail dated 07.04.2025, the TG TRANSCO confirmed that the revised experience certificate dated 02.04.2025 is valid and the correct certificate. Learned counsel also submitted that the DTL yet again *vide* the e-mail letter dated 21.04.2025 sought confirmation of the revised work experience certificate dated 02.04.2025 once again from TG TRANSCO. It is further submitted that *vide* the e-mail dated 29.04.2025, TG TRANSCO yet again confirmed the revised work experience certificate dated 02.04.2025.

8. Learned counsel for the DTL also submitted that it was on the basis of revision of the experience certificate and reconfirmation of the same by TG TRANSCO, that DTL was constrained to declare petitioner's bid as "*non-responsive*". She also vehemently opposed the submission of the petitioner that the entire action was taken behind the back of the petitioner and without



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issuing a show-cause notice or giving petitioner an opportunity to clarify. On the contrary, she contended that the representations dated 09.04.2025, 11.04.2025, 15.04.2025 and 24.04.2025 were in fact considered by DTL before proceeding with the opening of the Financial Bid on 15.04.2025 instead of the original date of 11.04.2025 in deference to the order dated 23.05.2025 passed by this Court in W.P.(C) No.7121/2025 filed earlier by the same petitioner. Her contention is that the DTL had fairly considered the issue raised by the petitioner in its representations and upon the consideration that the experience certificate issuing authority i.e. TG TRANSCO having itself revisited the experience certificate dated 05.02.2025 with the revised work experience certificate 02.04.2025, the DTL was bound by such revised certificate. According to her, the said revision in the experience certificate dated 05.02.2025 is significant since the Erector Partner of the petitioner i.e. SVPL was required, under the tender conditions, to have the experience of executing the works of jointing and termination of cables which it did not have, as per the revised certificate. Predicated thereon, she contended if an essential eligibility condition prescribed by the subject tender is not met, it was logical for DTL to have declared the petitioner's bid as non-responsive. She further contends that such action cannot be termed as arbitrary, unfair or unjust and that the present writ petition be dismissed for lack of merits.

9. Mr. Abhinav Rao, learned counsel appearing for the TG TRANSCO submitted that though TG TRANSCO had indeed confirmed the experience certificate dated 05.02.2025 by its letter dated 21.03.2025 however, at the instance of MEIL *vide* letter dated 02.04.2025 and on revisiting the same, it



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was discovered that there was a typographical error in the description column of the work executed by SVPL. He submitted that it was in those circumstances that a revised work experience certificate in the name of SVPL was issued on 02.04.2025. His further contention is that upon such revision, the competent authority of the TG TRANSCO deemed it fit and appropriate to also inform about such revision of the experience certificate to DTL. It was in that context that TG TRANSCO transmitted the revised work experience certificate dated 02.04.2025 to DTL. The subsequent correspondence made between TG TRANSCO and DTL, as submitted by Ms. Singh, is reiterated by Mr. Rao.

10. We have heard the learned counsel for the parties and perused the records of the case.

11. The only question arising for determination in the present petition is as to whether the DTL was bound by the experience certificate dated 05.02.2025 or could have considered the revised work experience certificate dated 02.04.2025 to disqualify and declare the petitioner's bid as non-responsive.

12. Undoubtedly, the parties are *ad idem* that the experience certificate dated 05.02.2025 was indeed issued by TG TRANSCO to SVPL. From the records and the submissions addressed by learned counsel, it is apparent that TG TRANSCO had floated a tender in which MEIL was selected and awarded the contract to execute the project under the said tender. It appears that SVPL was further engaged by MEIL to execute certain works out of the project/contract awarded to MEIL. It is this execution of works by SVPL that formed the subject matter of the experience certificate dated 05.02.2025.



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13. The submission of the petitioner in respect of the experience certificate dated 05.02.2025 was based on certain documents that Mr. Sandeep Sethi, learned senior counsel had alluded to during his arguments. He had referred to pages from 909 to 913, which are claimed to be invoices dated 19.02.2022, 21.07.2022 and 25.10.2022, raised by SVPL on MEIL. Predicated thereon, he had forcefully contended that Sl.04 and 05 of the aforementioned invoices clearly indicate that SVPL had in fact, executed the works of jointing and termination for MEIL under the tender floated by TG TRANSCO. While this submission may be a plausible explanation, however, the documents placed on record by DTL as also the stand taken by TG TRANSCO would clearly demolish the case of the petitioner.

14. In order to appreciate the contentions of the respondents, it is relevant to first take into account as to why and on what account the revised work experience certificate dated 02.04.2025 was in fact issued by TG TRANSCO. It appears from the perusal of the records that MEIL by the letter dated 02.04.2025 sought clarification from TG TRANSCO in respect of the experience certificate given to SVPL. In that letter MEIL sought clarification with respect to the experience certificate dated 05.02.2025 furnished to SVPL on the basis that SVPL had executed, (1) Underground (UG) Cable Route Survey for 132kV, 220kV, and 400kV routes; (2) 220kV XLPE UG Cable Laying for the Shivarampalli Route apart from rendering services for civil works of joint bays/terminations like, excavation, concreting and labour support to the OEM. In response to the said letter dated 02.04.2025, the TG TRANSCO issued a fresh revised work certificate dated 02.04.2025 limiting



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the experience certificate of SVPL to “*laying of (double circuit) UG Cable Line for a Route Length of 5.160 Kms (5.160 Kms x 6 = 30.960 KM) of 20 kV 1 crore 1000 sq.mm Copper/XLPE/Corrugated sheathed cable for Gachibowli – Shivarampalli Line to Proposed Rayadurg GIS including all Civil Works “excluding jointing”*”. It is apparent that both, the tender issuing authority i.e. TG Transco and the contract executing agency i.e. MEIL were *ad idem* on the scope of work executed by SVPL and the examination of the correspondence exchanged between them clearly points out to the fact that SVPL did not execute the works relating to jointing or termination. Clause 1.1.2 of the Second and Third Tenders clearly indicates that the Erector Partner of the bidder ought to be in possession of an experience certificate in respect of execution of previous works relating to jointing and termination. Clause 1.1.2 of the Second and Third Tenders is extracted hereunder:-

“1.1.2 Experience for Laying, Jointing, Terminating, Testing & Commissioning:

The erectors for Laying, Jointing, Terminating, Testing & Commissioning of cable system should be:

(a) Manufacturer(s) of 220 kV or higher class XLPE insulated cable who have successfully executed a contract of underground cable laying, jointing, termination (including GIS terminations) & commissioning of at least 33% of the estimated/tendered quantity (cable length in kms) of single core, 220 kV or higher voltage class XLPE insulated cable during last seven years and the same must be in satisfactory operation for at least 2(two) years as on the originally scheduled date of bid opening.

OR

(b) The erectors who have successfully executed a contract of underground cable laying, jointing, termination (including GIS terminations) & commissioning of at least 50% of the estimated/tendered quantity (cable length in kms) of single core, 220 kV or higher voltage class XLPE insulated cable during last 07 year and the same must be in satisfactory operation for at least 2 (two) years as on the originally scheduled date of bid opening. Provided:



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i) Underground cable laying, jointing terminations are executed under the supervision of the cable manufacturer and manufacturers of jointing & termination kit respectively.

ii) Such erectors shall submit irrevocable consent letters (as per enclosed formats) from the respective manufacturers for supervision of the cable laying, jointing, termination & commissioning.”

(emphasis supplied)

In the absence whereof, the bidding entity i.e., petitioner would, *prima facie*, not be eligible as per the tender conditions.

15. Learned senior counsel for the petitioner was at pains to convince this Court as to how and under what circumstances SVPL was issued the experience certificate dated 05.02.2025 and that there was no occasion for either DTL to seek or for that matter TG TRANSCO to furnish a revised work experience certificate dated 02.04.2025 at all. The said argument does not appeal or commend to us. This is for the reason that the petitioner is a stranger to the tender floated by TG TRANSCO and has no locus to doubt the credibility or the genuineness of the revised work experience certificate dated 02.04.2025 since the work executed and noted under the said revised certificate has also been admitted by SVPL in its letter dated 24.04.2025. It would be apposite to extract the letter dated 24.04.2025 of SVPL which is extracted hereunder:

Date: 24 .04 .2025

“To,
AGM (T) (CBP)/AGM (T) Contract,
Delhi Transco Limited
Shakti Sadan, Kotla Road,
New Delhi-110002 (India)
Subject: Regarding the Erector Performance Certificate.
Reference:



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1. *Work Completion-Cum-Performance (L.tr No. SE/400kV/ Const/ Metro /Hyd/ADET/AET1/F.Raidurg/D.No.05/25 dtd 02.04.2025) issued by Transmission Corporation of Telangana Limited for 400kV, 220kV, 132kV Network to 400kV Raidurg Project.*

2. *(Tender No. T24P080372), (Tender No. T24R220401), (Tender No. T24R220414), (Tender No. T24R220415).*

Dear Sir,

With reference to the above-mentioned Work Completion-Cum-Performance certificate dated 02.04.2025, we wish to clarify that the supervision of cable laying, as well as the actual jointing and termination work related to the 220kV XLPE cable, was carried out by the manufacturer of the 220kV XLPE cable.

Accordingly, we hereby confirm that the certification issued by the Superintending Engineer regarding the execution of the aforementioned work by M/s SV Power links Private limited is accurate.

Please note that the scope of work undertaken by M/s SV Power Links Private limited was limited to the cable laying, installation of scaffolding, and the erection of temporary structures such as tents required to facilitate the jointing and termination activities.

We kindly request you to consider the above clarification.

This is for your kind information please.

For M/s SV Power Links private Limited

sd/-

S.Praveen Kumar

(Managing Director)”

16. Keeping in view the fact that the tendering authority i.e. TG TRANSCO, the contracting agency i.e. MEIL as well as the executing agency i.e. SVPL are *ad idem* that the scope of work executed by SVPL did not include jointing or termination, we are unable to appreciate the arguments addressed on behalf of the petitioner. As such, the aforesaid submission is unmerited.

17. To the contention of the petitioner that the action of DTL in declaring



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petitioner's bid as non-responsive for Second and Third Tenders on the basis of revised work experience certificate dated 02.04.2025 without issuing a show-cause notice or an opportunity to the petitioner is in violation of principles of natural justice, we are of the view that the same pales into insignificance inasmuch as the DTL had taken into consideration the representation dated 09.04.2025 submitted by the petitioner and post consideration had passed the order dated 26.05.2025. It is pertinent to note that the financial bids which were to be opened on 11.04.2025 as per the schedule, were infact deferred till 15.04.2025 only for the purpose of considering the representation of the petitioner. In that view of the matter, we do not find any merit in the said submission too. It is also noted that the petitioner has not even challenged the order dated 26.05.2025.

18. According to the aforesaid analysis of the factual matrix obtaining in the present writ petition, it is clear that the experience certificate dated 05.02.2025 was indeed issued by TG TRANSCO and also confirmed by the said respondent *vide* letter dated 21.03.2025 communicated to DTL, yet, on the insistence of MEIL, the tendering authority i.e., TG TRANSCO, re-visited the said certificate and upon finding as a fact that SVPL had not executed jointing and termination works, issued the revised work experience certificate dated 02.04.2025. Even if this Court were to give due credence to all the submissions addressed on behalf of the petitioner, this indelible fact would by itself render the petitioner ineligible as per the tender conditions. Thus, there is no error muchless, any arbitrariness or unfairness in the DTL declaring the bid of the petitioner as '*non-responsive*'. As stated above, the petitioner who is



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neither the tendering authority (TG TRANSCO) nor the contracting agency (MEIL) or even the executing agency (SVPL), cannot dislodge the fact to which it is a stranger.

19. Thus, in view of the above, we find the writ petitions unmerited and the same are dismissed alongwith pending applications without any order as to costs.

TUSHAR RAO GEDELA, J

DEVENDER KUMAR UPADHYAY, CJ

SEPTEMBER 16, 2025/rl/yrj