



2025:KER:72979

1

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE RAJA VIJAYARAGHAVAN V

&

THE HONOURABLE MR.JUSTICE K. V. JAYAKUMAR

MONDAY, THE 29TH DAY OF SEPTEMBER 2025 / 7TH ASWINA, 1947

WP(C) NO. 33870 OF 2025

PETITIONER:

ABDUL MAJEED C.K

AGED 48 YEARS

S/O.MUHAMMED KOYA, CHAYICHAM KANDIYIL, POOVATTUPARAMBA,
PERUVAYAL, KOZHIKODE PROPRIETOR, KRECENT NEAR DAMRO
FURNITURE, K.S PURAM P.O, KARUNAGAPALLY, KOLLAM,
PIN - 690544

BY ADVS.

SRI.S.SUJIN

SMT.T.N.GIRIJA

SMT.NITA.N.S.

SMT.RENU B RAJ.

SHRI.N.BHARAT

SHRI.ARJUN BABU C.S.

SMT.THRESSY THOMAS

SRI.H.VISHNUDAS

SMT.POOJA SURENDRAN

RESPONDENTS:

- 1 TRAVANCORE DEVASWOM BOARD
REPRESENTED BY ITS SECRETARY DEVASWOM BOARD BUILDING,
NANTHANCODE, TRIVANDRUM, PIN - 695003
- 2 DEVASWOM COMMISSIONER
TRAVANCORE DEVASWOM BOARD DEVASWOM BOARD BUILDING,



2025:KER:72979

2

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

NANTHANCODE, TRIVANDRUM, PIN - 695003

- 3 EXECUTIVE OFFICER
SABARIMALA DEVASWOM TRAVANCORE DEVASWOM BOARD
PATHANAMTHITTA, PIN - 689652
- 4 NAVARATHNA OIL REFINERIES PVT. LTD.,
THEJAS ARCADE, NO.9/1, 5TH FLOOR, 1ST MAIN ROAD,
A BLOCK, SUBRAMANYANAGAR, OPPOSITE ST.THERESA HOSPITAL,
DR.RAJ KUMAR ROAD, BENGALURU, REPRESENTED BY ITS
MANAGING DIRECTOR, PIN-560 010.
(THE NAME OF THE 4TH RESPONDENT IS CORRECTED AS
'NAMRATHA OIL REFINERIES PVT. LTD., THEJAS ARCADE,
NO.9/1, 5TH FLOOR, 1ST MAIN ROAD, A BLOCK,
SUBRAMANYANAGAR, OPPOSITE ST.THERESA HOSPITAL, DR.RAJ
KUMAR ROAD, BENGALURU - 560 010, REPRESENTED BY ITS
MANAGING DIRECTOR" AS PER THE ORDER DATED 15.09.2025 IN
IA NO.1/2025 IN WP(C) NO.33870/2025.)

BY ADV SHRI.G.BIJU,SC,TRAVANCORE DEVASWOM BOARD

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR FINAL
HEARING ON 29.09.2025, ALONG WITH WP(C).33867/2025,
33971/2025, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:



2025:KER:72979

3

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE RAJA VIJAYARAGHAVAN V

&

THE HONOURABLE MR.JUSTICE K. V. JAYAKUMAR

MONDAY, THE 29TH DAY OF SEPTEMBER 2025 / 7TH ASWINA, 1947

WP(C) NO. 33867 OF 2025

PETITIONER:

NAVAS POKKITTATH MEETHAL

AGED 50 YEARS

S/O CHERIYAMMED, RESIDING AT KUNHIPPURAYIL HOUSE,
KARANDODE, KAYAKODI P.O., KOZHIKODE , PROPRIETOR,
KUTTIADI EXPORTS, HAVING OFFICE AT 12/457-B, KARANDODE,
KAYAKODI P.O., KOZHIKODE., PIN - 673508

BY ADVS.

SRI.K.SHAJ

SMT.BEENA N.KARTHA

SRI.ARUN CHAND

SHRI.BHARAT VIJAY P.

SHRI.KEVIN JAMES

SMT.MINU VITTORRIA PAULSON

SMT.GOPIKA GOPAL

SMT.ARCHANA P.P.

SHRI.REN SHIBU

SMT.SHEHROON PATEL A.K.

SHRI.ISSAC MELVIN B.O.

SMT.RICHA ANNA GEORGE

RESPONDENTS:

- 1 TRAVANCORE DEVASWOM BOARD
REPRESENTED BY ITS SECRETARY, OFFICE OF THE TRAVANCORE
DEVASWOM BOARD, NANTHANCOD, THIRUVANANTHAPURAM



2025:KER:72979

4

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

DISTRICT, PIN - 695034

- 2 THE DEVASWOM COMMISSIONER
OFFICE OF THE TRAVANCORE DEVASWOM BOARD, NANTHANCODE,
THIRUVANANTHAPURAM DISTRICT, PIN - 695034
 - 3 THE EXECUTIVE OFFICER
SABARIMALA DEVASWOM, TRAVANCORE DEVASWOM BOARD,
PAMPA THRIVENI P. O., PATHANAMTHITTA, PIN - 689652
 - 4 KERALA STATE IT MISSION E-GOVERNMENT PROCUREMENT
PMU AND HELPDESK
SAANKETHIKA, NEAR EPF OFFICE, VRINDAVAN GARDENS,
PATTOM, TRIVANDRUM, PIN - 695004
 - 5 NAMRATHA OIL REFINERIES PVT. LTD.
REPRESENTED BY ITS MANAGING DIRECTOR, TEJAS ARCADE,
NO.9/1, 5TH FLOOR, 1ST MAIN ROAD, A BLOCK,
SUBRAMANYANAGAR, OPP. ST. THERESA HOSPITAL, DR.
RAJKUMAR ROAD, BENGALURU. (EMAIL: MAIL@NAMRATHA.IN),
PIN - 560010
- ADDL.R6 C. SURESHKUMAR,
AGED 61 YEARS, S/O CHELAPPAN PILLAI, MANIKANTA VILASAM,
PIRAYIL, PEYAD P. O., VILAPPIL, THIRUVANANTHAPURAM
DISTRICT - 695 573 (EMAIL: pampasuresh@gmail.com)
(ADDL.R6 IMPEADED AS PER ORDER DATED 19-09-2025 IN IA
1/2025 IN WPC 33867/2025)

BY ADVS.

SHRI.G.BIJU, SC, TRAVANCORE DEVASWOM BOARD
SRI.JACOB P.ALEX, FOR R5
SRI.SHIBU JOSEPH, FOR ADDL. R6
SHRI.MANU SANKAR P.
SHRI.AMAL AMIR ALI

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR FINAL
HEARING ON 29.09.2025, ALONG WITH WP(C).33870/2025 AND
CONNECTED CASES, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:



2025:KER:72979

5

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE RAJA VIJAYARAGHAVAN V

&

THE HONOURABLE MR.JUSTICE K. V. JAYAKUMAR

MONDAY, THE 29TH DAY OF SEPTEMBER 2025 / 7TH ASWINA, 1947

WP(C) NO. 33971 OF 2025

PETITIONER:

SAAGAR ENTERPRISES,
NEAR OSLO CINEMA, OFFICE NO. 117, PLOT NO.141/142,
GOLDEN ARCADE, OSLO ROAD, SECTOR 8, GANDHIDHAM,
KACHCHH, GUJARAT, REPRESENTED BY ITS POWER OF ATTORNEY
HOLDER, NIDHIN DHANAPALAN - S/O.V.P. DHANAPALAN,
RESIDING AT ANAKKUZHICKAL, VARANAM P.O, CHERTHALA,
ALEPPEY, KERALA, PIN - 370201

BY ADVS.

SMT.BINISHA BABY

SMT.SARITHA K.S.

SHRI.ARAVIND RAJAGOPALAN MENON

SHRI.ANIL D. NAIR (SR.)

RESPONDENTS:

- 1 THE EXECUTIVE OFFICER,
TRAVANCORE DEVASWOM BOARD, SABARIMALA, PATHANAMTHITTA,
KERALA., PIN - 689713
- 2 TRAVANCORE DEVASWOM BOARD
REPRESENTED BY ITS SECRETARY, DEVASWOM HEADQUARTERS,
NANDANCODE, THIRUVANANTHAPURAM,, PIN - 695003



2025:KER:72979

6

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

3 DEVASWOM COMMISSIONER,
TRAVANCORE DEVASWOM BOARD, NANTHANCOD, ,
THIRUVANANTHAPURAM, , PIN - 695003

4 STATE OF KERALA,
REPRESENTED BY THE SPECIAL SECRETARY TO GOVERNMENT,
REVENUE (DEVASWOM) DEPARTMENT, GOVERNMENT SECRETARIAT,
THIRUVANANTHAPURAM, PIN -, PIN - 695001

ADDL R5 MR SURENDRAN NAIR,
ANUSURYA, NOORNAD, MAVELIKKARA-690504
[ADDL R5 IMPEADED AS PER ORDER DATED 26-09-2025
IN IA 01/2025 IN WPC 33971/2025]

BY ADV SRI.G.BIJU, SC FOR TDB
ADV SRI. RASHEED C. NOORANAD, FOR ADDL R5

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR FINAL
HEARING ON 29.09.2025, ALONG WITH WP(C).33870/2025 AND
CONNECTED CASES, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:



2025:KER:72979

7

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

J U D G M E N T

[WP(C) Nos.33870/2025, 33867/2025, 33971/2025]

Raja Vijayaraghavan V, J.

These Writ Petitions are filed challenging Tender No. ROC-13/2025/SAB (Kuthaka) dated 13.08.2025 and the tender conditions and schedule, insofar as they relate to Item Nos. 1, 3 and 85, issued by the Travancore Devaswom Board.

2. As the Makaravilakku-Mandaravillaku season is fast approaching, we ordered notice by special messenger to secure the appearance of the party respondents. They have appeared through counsel and with the consent of the counsel appearing for the parties, these petitions are taken up and disposed of by a common judgment.

3. For the sake of ease and clarity parties and exhibits shall be referred to as described in W.P.(C) No. 33867 of 2025 unless otherwise stated.

4. Item No. 1 of the aforesaid tender concerns the collection of coconuts offered by pilgrims and devotees during the period from 11.11.2025 to 31.10.2026 at Pathinettampadi, Saramkuthy, Sabaree Peedam, Karimala, Malanada, and Malikappuram. Item No. 3 relates to flowers, and Item No. 85 relates to the collection of coconuts during the same period at the Pamba Ganapathi Temple and other nearby temples.

5. As per the records, Ext. P1 tender was advertised as an e-tender



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

in regional newspapers on 18.08.2025, as is evident from Ext. P2, produced in the said Writ Petition. The public announcement in the newspapers specified that bidding would commence at 10:00 a.m. on 18.08.2025 and close at 11:00 a.m. on 27.08.2025. The scrutiny of the technical bids was scheduled to begin at 11:00 a.m. on 28.08.2025, and the price bids of successful bidders were to be opened at 10:00 a.m. on 30.08.2025.

6. In W.P.(C) No. 33870 of 2025, the petitioner states that he was preparing to submit his e-tender but could not do so before 11:00 a.m. on 27.08.2025. Later, he learned that the last date for submission of the tender had been extended by one day, until 6:00 p.m. on 28.08.2025. He contends that, unlike prior practice, this extension was not publicly announced in the newspapers but was communicated only to those already participating in the tender process, thereby preventing prospective bidders like himself from submitting bids.

7. In W.P.(C) No. 33867 of 2025, the petitioner is the proprietor of a concern by name "Kuttiyadi Exports". He states that he had quoted a sum of Rs.9,35,35,311/- for Item No. 1 and Rs.2,61,11,111/- for Item No. 85, as shown in the bid-submission confirmation (Ext.P3). He asserts that the e-tender portal closed at 11:00 a.m. on 27.08.2025, with his final bid submitted at 10:16 a.m. that day. According to the petitioner, he intended to be present at the office of the 1st respondent at 10:00 a.m. on 30.08.2025 when the bids were to be opened. He states that on 30.08.2025, upon checking his e-mail, the petitioner noticed a message from "e-tender-nic@nic.in" sent at 7:08 p.m. on 27.08.2025 to the email of his proprietorship concern, informing



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

him that the bid-submission deadline had been extended to 6:00 p.m. on 28.08.2025 and that the scrutiny of technical bids was rescheduled to 9:00 a.m. on 29.08.2025. The petitioners contend that, as evidenced by the published corrigendum (Ext. P6) on the e-tender website maintained by the 4th respondent, the corrigendum was uploaded only after the original deadline of 11:00 a.m. on 27.08.2025 had expired.

8. In W.P.(C) No. 33971 of 2025, the petitioner contends that they had submitted a tender on 23.08.2025, as is evident from Ext.P2 bid submission confirmation. According to the petitioner, he was served with an intimation dated 29.08.2025, informing that the date of closure of the tender had been extended. A copy of the e-mail intimation, which is dated 29.08.2025 has been produced as Ext.P3. He would further contend that on further examination, it has come to the notice of the petitioner that the tenders were not yet opened/closed even as on 11.09.2025, as is evident from Ext.P4. The petitioner contends that the conduct of the respondents in changing the terms of the tender conditions unilaterally is illegal and suspected.

9. The petitioners allege that this belated and non-transparent extension is illegal and deprived them and other prospective bidders of the opportunity to revise their bids. They assert that respondents took advantage of the unlawful extension to submit their bids and were consequently declared successful. They also contend that they were prevented from revising their bids until the closure of the portal. In one of the Writ Petitions, it is contended that an earlier tender issued by the respondents was cancelled without assigning any reasons.



2025:KER:72979

10

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

10. It is on these assertions that W.P.(C) No. 33867 of 2025 is filed seeking the following relief:

- A) To issue a writ of mandamus or any other appropriate writ, direction or order to set aside the successful bid of the 5th respondent for Item Nos. 1 and 85 of Exhibit P1 tender and to re-tender Item Nos. 1 and 85 in the Exhibit P1 tender to provide an equal opportunity for all bidders to give their final bid at the advertised closing of the bid without letting the closing time being changed retrospectively;

11. In W.P.(C) No. 33870 of 2025, the reliefs sought for are as under:

- i, To issue a writ of certiorari or any other appropriate writ order or direction to quash Exts P1, P2 and P3;
- ii. To issue a Writ of Mandamus or any other appropriate writ or order or direction directing the 2nd respondent to publish fresh notification inviting Tenders for the auction of coconuts in the Sabarimala-Pamba;

12. W.P.(C) No.33971 of 2025 is filed seeking the following reliefs:

- i. Call for the records leading to the issuance of Ext.P1 and quash the same by issuing a writ of certiorari;
- ii. Pending hearing and final disposal of the Writ Petition, this Hon'ble Court be pleased to grant stay of all further proceedings pursuant to Ext.P1;

13. Separate counter affidavits have been filed by the Travancore Devasom Board (TDB). The contentions in the counter affidavit are more or less identical. It is stated that insofar as the petitioner in W.P.(C) No. 33867 of 2025 is concerned, the petitioner is not even a participant in the tender



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

proceedings. It is stated that as per the tender notification, 233 Kuthaka items were notified for auction. The tender notification was published in all Kerala editions of three Malayalam dailies, viz., Mathrubhoomi, Malayala Manorama and Deshabhimani and all Tamil Nadu editions of the Tamil daily, 'Dina Thanthi'. The detailed notification containing tender conditions and tender schedules were published in the official website of the TDB and the e-tender web portal of the Government of Kerala. It is stated that an inadvertent error had occurred in Ext.P1 detailed tender notification published on the web site of the Board and the web portal of the Government wherein the closing date was wrongly given as 11.00 p.m. on 27.08.2025. After the closure of the web portal, numerous complaints were received prompting the Board to re-open the portal to enable the bidders to submit their bids till 6:00 p.m. on 28.08.2025. According to the 1st respondent, the closing time was extended with a good intention of giving a fair opportunity to all and not to deprive opportunity to those who had mistakenly noted that the closing time was 11:00 p.m. on 27.08.2025. It is stated that a corrigendum was published in the web portal, regarding the change in closing date and technical bid opening date as 9:00 a.m. on 29.08.2025. The change was also announced in the official website of the TDB. Auto-generated e-mail was sent to the e-mails of all persons who have submitted their bids, immediately on uploading the corrigendum in the webportal. As per the general conditions in the tender-notification, all bidders were required to submit their ID proof, including Aadhaar and contact details, to communicate with the bidders. Ext.R1(a), copy of the corrigendum uploaded in Kerala Tenders, was placed on record.



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

14. Insofar as the petitioner in W.P.(C) No. 33867 of 2025 is concerned, the fact of change was communicated to the petitioner in his e-mail ID, and he cannot be heard to contend otherwise. It is contended that the successful bidder, insofar as item No. 1 is concerned, had submitted his bid at 2:22 p.m. on 25.08.2025 and that he did not submit any fresh bid during the period of extension. It is stated that only two bids were received in respect of Kuthaka Sl. No. 1 and the successful bidder had quoted Rs.9,77,00,000/-, and "Kuttiyadi Exports" quoted Rs.7,61,11,011/-. The technical bid was opened on 29.08.2025 in terms of the corrigendum, and the financial bid was opened on 30.08.2025. The 5th respondent has remitted 50% of the kuthaka amount. Insofar, item No. 85 is concerned, four bids were received, which were all received before 11:00 a.m. on 27.08.2025. The highest bidder, Mr. Suresh Kumar, quoted Rs.3,87,77,555/-, and the Kuttiyadi Exports quoted only Rs. 3,76,35,111/-. Communication was issued to the highest bidder to remit the kuthaka amount, and accordingly, 50% of the amount was remitted.

15. Insofar as the petitioner in W.P.(C) No. 33870 of 2025 is concerned, it is contended that he cannot be considered as a person who genuinely intended to submit the bid. Insofar as the petitioner in W.P.(C) No. 33867 of 2025 is concerned, it is contended that the fact of change was communicated to the petitioner in his e-mail ID, and he cannot be heard to contend otherwise.

16. Insofar as the petitioner in W.P.(C) No. 33971 of 2025 is concerned, it is stated in the counter that three bids were received in respect of Kuthaka Sl. No. 3, submitted by "Saagar Enterprises", the petitioner. Sri. M



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

Vijayakumar and Sri. Surendran Nair submitted bids for Sl. No. 3. Sri. M. Vijayakumar uploaded his bid on 23.08.2025 at 05:18 p.m., quoting Rs. 1,51,00,001/-, as is evident from Ext.R2(d). "Saagar Enterprises" uploaded its bid documents on 23.08.2025 at 05:44 p.m., quoting Rs.1,51,10,001/-. Sri.Surendran Nair initially submitted his bid on 26.08.2025 at 11:14 p.m. and thereafter uploaded revised bid documents at 5:36 p.m. on the same day, quoting Rs. 1,57,27,777/-, as is evident from Ext.R2(e).

17. It is stated that the technical bid and financial bid were opened on 29.08.2025 and 30.08.2025 respectively, at Sumangali Kalyana Mandapam, Devaswom Headquarters, Thiruvananthapuram and the name of the highest bidder was openly announced at the time of opening the financial bid. A communication was then issued to the highest bidder to remit the kuthaka amount, as per the tender notification. The highest bidder remitted 50% of the kuthaka amount on 09.09.2025.

18. In the counter affidavit filed by the 5th respondent in W.P.(C) No.33867 of 2025, it is stated that the said respondent submitted the bid on 25.08.2025 at 2.22 p.m. as is borne out from Ext.R5(a). Thereafter, the said respondent did not alter/revise the bid. Later, in terms of Exts.P1 and P5, the technical bid and financial bid were opened and it was found that the said respondent was the highest bidder in respect of item No. 1. On 03.09.2025, an amount of Rs. 4,88,50,000/- was deposited towards 50% of the bid amount. Along with this, the godown rent of Rs.3,00,000/- and Security Deposit of Rs.1,50,000/- lakhs was also deposited. Thereafter, on 08.09.2025, necessary stamp paper was purchased and an agreement was submitted along with all



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

required documents. Immediately thereafter, necessary arrangements were also made to carry out the work. It is stated that the petitioner has admitted that he has received personal information through e-mail pertaining to the extension of time and corrigendum on 27.08.2025 at 7.08 p.m. and in that view of the matter, it cannot be said that the petitioner has suffered any prejudice by the factum of extension of time. Moreover, there were only two bidders for item No. 1 in Ext.P1. In that view of the matter, there is no ground of prejudice or public interest involved. It is further stated that no interference is warranted in the tender process as the petitioner has not been able to plead and prove that there has been arbitrariness, irrationality, or mala fides. It is further contended that publication through the web site of the 1st and 4th respondents are the most authoritative source of publication and the petitioner having been informed, he cannot claim that any right has been affected.

19. We have heard the submissions advanced by Sri. N.N Sugunapalam, the learned Senior Counsel appearing for the petitioner in W.P.(C) No. 33870 of 2025, as instructed by Sri. Sujin. Sri. K. Shaj, the learned counsel appearing for the petitioner in W.P.(C) No. 33867 of 2025, Sri. Anil D Nair, the learned counsel appearing for the petitioner in W.P.(C) No. 33971 of 2025, as instructed by Adv. Binisha Baby. For and on behalf of the respondents, we have heard Sri. G. Biju, the learned Standing Counsel appearing for the Travancore Devaswom Board, Sri. Jacob P Alex, the learned counsel appearing for the 5th respondent in W.P.(C) No. 33867 of 2025, Sri. Shibu Joseph, the learned counsel appearing for the 6th respondent in W.P.(C) No. 33867 of 2025, and Sri. Rasheed C. Nooranad, the learned



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

counsel appearing for the additional 5th respondent in W.P.(C) No. 33971 of 2025.

20. Sri. N. N. Sugunapalan, the learned Senior Counsel appearing for the petitioner, would refer to the judgments in **Vidarbha Irrigation Development Corporation and Others v. Anoj Kumar Agarwala and Others¹** and in **M/s. Poddar Steel Corporation. V. Ganesh Engineering Works and Others²** and it was argued that the requirements in a tender notice can be classified into two categories - those which lay down the essential conditions of eligibility and the others which are merely ancillary or subsidiary with the main object to be achieved by the condition. In the first case, the authority issuing the tender may be required to enforce them rigidly. In the other cases, it must be open to the authority to deviate from and not to insist upon the strict literal compliance of the condition in appropriate cases. It is urged that fixation of the last date of receipt of bids is an essential condition and the power of general relaxation can only be applied where it is possible for all the parties to comply with all such conditions fully. In the case on hand, the extension was made only through the web portal and not by advertisement in the newspaper as was done originally and e-mails were sent only to the persons who had participated in the bid. It is submitted that if the petitioner was made aware of the extension, he would have submitted his bid and the said opportunity was denied to him.

21. Sri. K.Shaj, the learned counsel submitted that, had the petitioner received information about such extension, he most certainly would have

¹ [2020 (17) SCC 577]

² (1991) 3 SCC 273]



2025:KER:72979

16

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

revised his bid, which opportunity was denied to him. It is submitted that the petitioner did not receive the email which was sent in the address of his proprietorship on time as he was waiting for the bid to be opened, which was only on 30.8.2025. There was no reason for him to check his mail prior to the same.

22. Sri. Anil D. Nair also supported the submissions advanced by the learned counsel. He would point out that the mail that was sent to him was received only at 2.26 pm on 29.8.2025 much after the last date of submission of the bid as per the corrigendum. This has resulted in serious prejudice, contends the learned counsel.

23. Sri. Jacob P. Alex, the learned counsel appearing for the 5th respondent in W.P.(C) No. 33867 of 2025, has relied on the judgments laid down by the Apex Court in **State of M.P. v. U.P. State Bridge Corpn. Ltd.**³, **B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd.**⁴, **Jagdish Mandal v. State of Orissa**⁵, **Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd. & Anr.**⁶, **Tata Motors Ltd. v. Brihan Mumbai Electric Supply & Transport Undertaking & Ors.**⁷, and **Prakash Asphaltings and Toll Highways (India) Limited v. Mandeepa Enterprises and Ors.**⁸. Essentially, the contention advanced by the learned counsel is that in view of

³ [(2022) 16 SCC 633]

⁴ [(2006) 11 SCC 548]

⁵ [(2007) 14 SCC 517]

⁶ [(2016) 16 SCC 818]

⁷ [(2023) 19 SCC 1]

⁸ [MANU/SC/1264/2025]



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

the law laid down by the Apex Court in **Tata Cellular v. Union of India**⁹, and the precedents above, the modern trend points to judicial restraint in administrative action. It is not for this Court to sit as a Court of Appeal. According to the learned counsel, the terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. The learned counsel would further submit that if the decision relating to award of contract is bona fide and is in public interest, the courts will not, in general, exercise power of judicial review, and interfere even if a procedural aberration or error in assessment or prejudice to a tenderer is made out. The learned counsel submits that the queries that have to be put by this Court before venturing to interfere are; (i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone; (ii) Whether the process adopted or decision made is so arbitrary and irrational that the court can say: ‘the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached’; (iii) Whether public interest is affected. The learned counsel points out that nowhere in the Writ Petition has it been contended that the action of the respondents is mala fide. He would point out that the records reveal that the successful bidders had submitted their bids even prior to the issuance of the corrigendum, and in that view of the matter, the petitioners cannot be said to have been prejudiced. The learned counsel would refer to **Jagdish Mandal** (supra) and submits that the attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains

⁹ [(1994) 6 SCC 651]



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

out of molehills of some technical/procedural violation or some prejudice to self, may not persuade the courts to interfere by exercising powers of judicial review.

24. From the precedents made available before this Court, it is settled that the contours of a power of this Court in exercising judicial review in matters concerning the grant of contracts by the Government and its instrumentalities are, by and large, well-defined and well-settled. It is trite that judicial review is directed not against the decision itself but against the decision-making process. If the process demonstrates that the decision was reached after considering all relevant factors and excluding all irrelevant ones, the Court will ordinarily refrain from interference. Conversely, even where the process reveals either a failure to consider a relevant factor or the consideration of an irrelevant one, interference is warranted only if the decision is shown to be mala fide or contrary to public interest. The terms and conditions of an invitation to tender are not open to judicial scrutiny unless they are themselves arbitrary, tainted with mala fides, or constitute a colourable exercise of power.

25. Ordinarily, therefore, in the realm of commercial contracts, when the selection of a tender is assailed on the ground of deviation from the terms and conditions of the Notice Inviting Tender (NIT), the Court must first determine whether any such deviation has, in fact, occurred. If a deviation is established, the Court must further examine whether it pertains to a term or condition that is mandatory in nature, incapable of relaxation, and not relaxed in the larger public interest. To put it differently, while the sanctity of the



tender process generally forbids departure from the stipulations contained in the notice inviting tender, the Court is duty-bound to satisfy itself that any deviation was either permissible, or demonstrably justified in the public interest, and that it has not resulted in a miscarriage of justice. The State and its instrumentalities are bound to adhere scrupulously to the norms and procedures set out in the tender notice and must not depart therefrom except where explicitly permitted. Normally, therefore, each tender must be evaluated strictly on the basis of the conditions specified in the NIT, and no departure can be sustained unless expressly sanctioned therein.

26. In **State of M.P. v. U.P. State Bridge Corpn. Ltd.** (supra), while reiterating the parameters of judicial review in such matters and taking note of the law laid down in **Tata Cellular v. Union of India** (supra), the Apex Court had observed as under:

"21. We have heard all the learned counsel for the parties. The parameters of judicial review in matters such as the present have been well stated in many decisions of this Court, beginning with the celebrated *Tata Cellular v. Union of India* [*Tata Cellular v. Union of India*, (1994) 6 SCC 651], in which a three-Judge Bench of this Court laid down the following principles: (SCC pp. 687-88, para 94)

"94. The principles deducible from the above are:

- (1) The modern trend points to judicial restraint in administrative action.
- (2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.
- (3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.



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

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

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

22. Likewise, in Jagdish Mandal v. State of Orissa [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517], this Court held : (SCC pp. 531-32, para 22)

“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

- (i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;
or

Whether the process adopted or decision made is so arbitrary and irrational that the court can say: 'the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached';

- (ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action."

23. In *Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium)*, (2016) 8 SCC 622, this Court held as follows : (SCC p. 638, paras 47-48)

"47. The result of this discussion is that the issue of the acceptance or rejection of a bid or a bidder should be looked at not only from the point of view of the unsuccessful party but also from the point of view of the employer. As held in *Ramana Dayaram Shetty* [*Ramana Dayaram Shetty v. International Airport Authority of India*, (1979) 3 SCC 489] the terms of NIT cannot be ignored as being redundant or superfluous. They must be given a meaning and necessary significance. As pointed out in *Tata Cellular* [*Tata Cellular v. Union of India*, (1994) 6 SCC 651] there must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision-making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour someone or a decision 'that no responsible authority acting reasonably and in accordance with relevant law could have reached' as held in *Jagdish Mandal* [*Jagdish Mandal v. State of Orissa*, (2007) 14 SCC 517] followed in *Michigan Rubbe* [*Michigan Rubber (India) Ltd. v. State*



of Karnataka, (2012) 8 SCC 216] .

48. Therefore, whether a term of NIT is essential or not is a decision taken by the employer which should be respected. Even if the term is essential, the employer has the inherent authority to deviate from it provided the deviation is made applicable to all bidders and potential bidders as held in Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] . However, if the term is held by the employer to be ancillary or subsidiary, even that decision should be respected. The lawfulness of that decision can be questioned on very limited grounds, as mentioned in the various decisions discussed above, but the soundness of the decision cannot be questioned, otherwise this Court would be taking over the function of the tender issuing authority, which it cannot.”

24. Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd. [(2016) 16 SCC 818], puts the proposition extremely well when it states (SCC P.825, paras 14-15)

“14. We must reiterate the words of caution that this Court has stated right from the time when Ramana Dayaram Shetty v. International Airport Authority of India [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] was decided almost 40 years ago, namely, that the words used in the tender documents cannot be ignored or treated as redundant or superfluous — they must be given meaning and their necessary significance. In this context, the use of the word “metro” in Clause 4.2(a) of Section III of the bid documents and its connotation in ordinary parlance cannot be overlooked.

15. We may add 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. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.”

25. This view of the law has been subsequently reiterated and followed in Montecarlo Ltd. v. NTPC [(2016) 15 SCC 272] (See para 25 at p. 287) and Caretel Infotech Ltd. v. Hindustan Petroleum Corpn. Ltd.



[(2019) 14 SCC 81] (See paras 38-39 at pp. 92-93)

27. The Apex Court opined that, judging by the above parameters, the Court must defer to the understanding of the clauses in tender documents by the author thereof unless, pithily put, there is perversity in the author's construction of the documents or mala fides.

28. The very same position was reiterated in **B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd.** (supra), wherein, in paragraph Nos. 66 and 67, it was observed as under:

"66. We are also not shutting our eyes towards the new principles of judicial review which are being developed; but the law as it stands now having regard to the principles laid down in the aforementioned decisions may be summarised as under:

(i) if there are essential conditions, the same must be adhered to;

(ii) if there is no power of general relaxation, ordinarily the same shall not be exercised and the principle of strict compliance would be applied where it is possible for all the parties to comply with all such conditions fully;

(iii) if, however, a deviation is made in relation to all the parties in regard to any of such conditions, ordinarily again a power of relaxation may be held to be existing;

(iv) the parties who have taken the benefit of such relaxation should not ordinarily be allowed to take a different stand in relation to compliance with another part of tender contract, particularly when he was also not in a position to comply with all the conditions of tender fully, unless the court otherwise finds relaxation of a condition which being essential in nature could not be relaxed and thus the same was wholly illegal and without jurisdiction;

(v) when a decision is taken by the appropriate authority upon due consideration of the tender document submitted by all the tenderers on their own merits and if it is ultimately found that



successful bidders had in fact substantially complied with the purport and object for which essential conditions were laid down, the same may not ordinarily be interfered with;

(vi) the contractors cannot form a cartel. If despite the same, their bids are considered and they are given an offer to match with the rates quoted by the lowest tenderer, public interest would be given priority;

(vii) where a decision has been taken purely on public interest, the court ordinarily should exercise judicial restraint.

67. Law operating in the field is no longer *res integra*. The application of law, however, would depend upon the facts and circumstances of each case. It is not in dispute before us that there are only a few concerns in India who can handle such a large quantity of coal. Transportation of coal from various collieries to the thermal power stations is essential. For the said purpose, apart from transportation job, the contractor is required to see that coal of appropriate grade is supplied. The appellant herein is in business for the last 52 years. It had been taking part in contracts involving similar jobs in various parts of India. It had all along been quoting a low rate. According to it, despite the same it has been generating profits."

29. Bearing in mind the principles of law laid down above, we shall now proceed to examine whether there has been any deviation from the terms and conditions of the NIT in respect of item Nos. 1, 3 and 85.

30. From the stand taken by the respondents in their counter, it is evident that, under the tender notification, 233 Kuthaka items were notified for auction. The notification was published in all Kerala editions of three leading Malayalam dailies, Mathrubhoomi, Malayala Manorama, and Deshabhimani, and in all Tamil Nadu editions of the Tamil daily, Dina Thanthi. The detailed notification, setting out the tender conditions and schedules, was also published on the official website of the TDB and on the Government of Kerala's e-tender web portal. This aspect is not in dispute.



2025:KER:72979

25

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

31. It emerges, however, that a significant discrepancy arose concerning the last date and time for submission of bids.

32. As per the newspaper publication, bidding was to commence at 10:00 a.m. on 18.08.2025 and close at 11:00 a.m. on 27.08.2025. The scrutiny of technical bids was scheduled for 11:00 a.m. on 28.08.2025, and the price bids of the successful bidders were to be opened at 10:00 a.m. on 30.08.2025. It is undisputed that the portal was in fact closed at 11:00 a.m. on 27.08.2025. The contention of the respondents is that an inadvertent error had occurred in Ext.P1. The detailed tender notification, published on the Board's website and the Government's web portal, wherein the closing time was mistakenly shown as 11:00 p.m. on 27.08.2025. They claim to have received numerous telephone complaints about this discrepancy. However, no contemporaneous record or documentary proof of such complaints has been produced before this Court.

33. In this backdrop, certain surrounding events raise a legitimate apprehension that the sanctity of the tender process may have been compromised. It is pleaded by the petitioners that they, having relied upon the newspaper advertisement, were waiting for the technical-bid opening scheduled only for 30.08.2025. They contend that they had no reason to revisit the e-tender portal after the portal's closure at 11:00 a.m. on 27.08.2025.

34. What followed is more troubling. The respondents unilaterally reopened the portal at 7:08 p.m. on 27.08.2025, as is borne out from Ext.P6 produced in W.P.(C) No. 33867 of 2025, permitting submission of bids until 6:00 p.m. on 28.08.2025. A corrigendum was uploaded only on the e-tender



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

portal, revising the closing date and shifting the technical-bid opening to 9:00 a.m. on 29.08.2025. Admittedly, no public notice of this corrigendum was published in the newspapers, unlike the original tender notice. The petitioner in W.P.(C) No. 33870 of 2025 asserts that, had there been a public advertisement of the extension, he could have submitted his bid. The petitioner in W.P.(C) No. 33867 of 2025 similarly contends that the corrigendum was communicated to him only after the extended period had lapsed, leaving him unaware of the change. The petitioner in W.P.(C) No. 33971 of 2025 has also raised identical contentions.

35. There is merit in the contention advanced by the petitioners that the reopening of the portal, without equal publicity, effectively allowed only those privy to the corrigendum, or those who happened to check the portal after closure, to submit or revise bids. This sequence of events, coupled with the absence of any recorded complaints necessitating such reopening, reasonably supports the contention that had there been a public announcement of the extension, the petitioners would have had an opportunity to raise their bids. The contention that this action has prevented an open, level playing field cannot be brushed aside.

36. Furthermore, the timing of the corrigendum is significant. The reopening at 7:08 p.m. on 27.08.2025, after the official closure, followed by a rescheduled technical-bid opening on 29.08.2025, left barely a day between the new bid deadline and scrutiny. Those relying on the original schedule were effectively excluded. These facts lend weight to the petitioners' argument that the action was calculated to aid certain favoured bidders and cannot be



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

brushed aside as a mere administrative lapse.

37. It is settled law that, as a general proposition, it cannot be held that an authority inviting tenders is bound to give effect to every term mentioned in the notice in meticulous detail and is not entitled to waive even a technical irregularity of little or no significance. The requirements in a tender notice can be classified into two categories: those which lay down the essential conditions of eligibility and those which are merely ancillary or subsidiary to the main object to be achieved by the condition. In the first case, the authority issuing the tender may be required to enforce them rigidly. In the other cases, it must be open to the authority to deviate from and not to insist upon strict literal compliance in appropriate circumstances.

38. We are of the considered view that the last date of submission of bids is an essential condition which cannot be tinkered with. The respondents contend that the date in the detailed tender document was erroneous, while the date in the newspaper advertisement was correct. If that be so, when the corrigendum was issued, it ought to have been published with the same prominence as the original notice, both in the newspapers and also on the web portal. Failure to do so undermines the transparency of the tender process. Issuing the corrigendum solely on the e-tender portal, and that too after the original deadline had expired, ensured that only those who happened to revisit the portal after the initial closure or those people who were privy to the extension could benefit from the same. Prospective bidders who relied on the official newspaper advertisement and saw that the deadline had passed were effectively and wrongly excluded. It is difficult to believe that the TDB was in



the dark with regard to the discrepancy in the date and time and this had come to the knowledge only after the closure of the bid at 11 am on 27.08.2025.

39. The Hon'ble Supreme Court has repeatedly held that public authorities must scrupulously adhere to norms of fairness and equal treatment in tender matters.

40. In **Meerut Development Authority v. Association Of Management Studies And Another**¹⁰, the Apex Court had occasion to explain the law relating to the nature of rights of a bidder participating in the tender process, the scope of judicial review in contractual matters and whether the decision of the Authority is vitiated by any arbitrariness and therefore hit by Article 14 of the Constitution of India. It was observed as under:

"26. A tender is an offer. It is something which invites and is communicated to notify acceptance. Broadly stated it must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available in cases where it is established that the terms of the invitation to tender were so tailor-made to suit the convenience of any particular person with a view to eliminate all others from participating in the bidding process.

27. The bidders participating in the tender process have no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner and free from hidden agenda. One cannot challenge the terms and conditions of the tender except on the above stated

¹⁰ [2009 INSC 557]



ground, the reason being the terms of the invitation to tender are in the realm of the contract. No bidder is entitled as a matter of right to insist the authority inviting tenders to enter into further negotiations unless the terms and conditions of notice so provided for such negotiations.

28. It is so well settled in law and needs no restatement at our hands that disposal of the public property by the State or its instrumentalities partakes the character of a trust. The methods to be adopted for disposal of public property must be fair and transparent providing an opportunity to all the interested persons to participate in the process.

29. The Authority has the right not to accept the highest bid and even to prefer a tender other than the highest bidder, if there exist good and sufficient reasons, such as, the highest bid not representing the market price but there cannot be any doubt that the Authority's action in accepting or refusing the bid must be free from arbitrariness or favouritism."

41. In **Tata Cellular v. Union of India**¹¹, it was observed by the Apex Court that while judicial review does not examine the merits of a decision, it will intervene where the decision-making process is "vitiated by mala fides, unreasonableness or arbitrariness."

42. The circumstances that arise in this case, namely, the belated issuance of the corrigendum, the failure to publish it in newspapers, the advantage thereby conferred or likely to be conferred on a limited set of bidders, and the effective elimination of prospective bidders through lack of public advertisement, squarely raise the spectre of arbitrariness. The price of coconuts and flowers, commodities whose market value fluctuates significantly from day to day, makes the timing of bid submissions especially

¹¹ [(1994) 6 SCC 651]



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

critical; any extension of the deadline could reasonably prompt bidders to revise their offers to reflect current market conditions. In this backdrop, the petitioners' contention that the corrigendum was issued in a manner tailor-made to suit the convenience of particular bidders, with the collateral purpose of excluding bona fide participants, cannot be lightly brushed aside. Such conduct strikes at the very heart of competitive public procurement. A foundational principle of tendering is that all interested bidders must have equal and timely access to all material information. When a tender is originally publicised through multiple channels, any corrigendum, especially one extending the submission deadline, must be disseminated with at least the same level of publicity as the original notice. Restricting publication to the web portal alone is manifestly inadequate, inherently non-transparent, and inconsistent with the settled jurisprudence that public authorities must scrupulously ensure fairness and a level playing field in the award of public contracts.

43. Further, the issuance of the corrigendum after the original deadline had already elapsed is fundamentally flawed. It alters the rules of the process after the game was, for many participants, already over. Jurisprudence is well-settled that where an amendment to a tender notice materially affects the bidding conditions after the deadline for submission, the appropriate course is to issue a fresh tender to avoid any appearance of impropriety or favouritism. While a mere extension of time may not be as drastic as changing specifications, the failure to provide adequate public notice of such extension is a serious procedural irregularity. We are of the view that the corrigendum is



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

legally sustainable only if it is issued in accordance with law and effectively communicated to all affected parties. An unfair and belated method of communication vitiates the extension itself. The process, as undertaken, was neither fair nor transparent and falls short of the standards required of a public tender. As held by the Apex Court in **Meerut** (supra), it is well settled in law and needs no restatement at our hands that disposal of the public property by the State or its instrumentalities partakes the character of a trust. The methods to be adopted for disposal of public property must be fair and transparent providing an opportunity to all the interested persons to participate in the process. The respondents, while issuing the tender and while finalising the successful bidder, were bound to follow transparent, non-discriminatory procedures consistent with Articles 14 and 19(1)(g) of the Constitution of India.

44. In view of the discussion above, we are of the considered opinion that this is a fit case wherein this Court would be well justified in interfering with the tender process. We are not satisfied that the disposal of the public property in the instant case has been fair, transparent and beyond reproach as is warranted in law.

45. Resultantly, these petitions are allowed. Ext.P1 tender insofar as it concerns Item Nos. 1, 3 and 85 therein and all further proceedings including the successful bid of the 5th respondent in W.P.(C) No.33971 of 2025, 4th respondent in W.P.(C) No. 33870 of 2025 and respondent Nos. 5 and 6 in W.P.(C) No. 33867 of 2025 will stand quashed. Interest of justice demands that the TDB re-tenders the collection of coconuts and supply of flowers in



2025:KER:72979

32

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

terms of Item Nos. 1, 3 and 85 therein with a fresh calendar of the events by following the procedure.

Before parting, we record our strong disapproval of the casual manner in which the Travancore Devaswom Board has conducted this tender. While acting as a trustee of the temple's offerings, the TDB is expected to adopt a solemn fiduciary duty to adopt procedures that secure the highest possible return for the coconut offerings. Any laxity or departure from the principles of fairness, transparency, and openness not only erodes public confidence but also undermines the very trust reposed in it as custodian of these sacred resources. We further observe that the Board is expected to act with far greater professionalism and vigilance in future and must scrupulously avoid a repetition of such lapses or similar follies.

Sd/-

**RAJA VIJAYARAGHAVAN V,
JUDGE**

Sd/-

**K.V. JAYAKUMAR,
JUDGE**



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

APPENDIX OF WP(C) 33870/2025

PETITIONER EXHIBITS

- | | |
|------------|---|
| EXHIBIT P1 | TRUE COPY OF THE TENDER NOTIFICATION DATED 18/08/2025 PUBLISHED IN MALAYALA MANORAMA DAILY |
| EXHIBIT P2 | THE GENERAL CONDITIONS CONCERNING THE E-TENDER PUBLISHED BY THE 2ND RESPONDENT ON 14/08/2025 |
| EXHIBIT P3 | TRUE COPY OF THE NOTIFICATION FROM THE WEBSITE DATED 27/08/2025 PUBLISHED BY THE 3RD RESPONDENT FOR EXTENSION NOTIFICATION OF EXT P1 TENDER |

RESPONDENT EXHIBITS

- | | |
|----------------|--|
| EXHIBIT-R1 (A) | TRUE COPY OF THE CORRIGENDUM UPLOADED IN KERALA TENDERS PERTAINING TO SL.NO.1 DATED 16.9.2025 |
| EXHIBIT-R1 (B) | TRUE COPY OF THE AUTO GENERATED EMAIL SIMULTANEOUSLY SENT BY KERALA TENDERS TO THE EXECUTIVE OFFICER, SABARIMALA DATED 27.8.2025 |
| EXHIBIT-R1 (C) | TRUE COPY OF THE BID SUBMISSION CONFIRMATION OF 4TH RESPONDENT (BID ID 2307354) DATED 29.8.2025 |



2025:KER:72979

34

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

APPENDIX OF WP(C) 33867/2025

PETITIONER EXHIBITS

- EXHIBIT P1** THE TRUE COPY OF THE TENDER CONDITIONS AND SCHEDULE IN TENDER NO.ROC 13/2025/SAB (കുത്തി) DATED 14/08/2025 PUBLISHED BY THE FIRST RESPONDENT
- EXHIBIT P2** THE TRUE COPY OF THE EXTRACT OF THE E-TENDER ADVERTISEMENT PUBLISHED IN THE REGIONAL NEWSPAPERS ON 18/08/2025.
- EXHIBIT P3** THE TRUE COPY OF THE BID SUBMISSION CONFIRMATION AND THE ATTACHED BOQ DATED 27/08/2025 AT 10:16 AM FOR ITEM NO.1 OBTAINED FROM THE E-TENDERS WEBSITE OF THE GOVERNMENT OF KERALA.
- EXHIBIT P4** THE TRUE COPY OF THE BID SUBMISSION CONFIRMATION AND THE ATTACHED BOQ DATED 27/08/2025 ON 10:16 AM FOR ITEM NO.85 OBTAINED FROM THE E-TENDERS WEBSITE OF THE GOVERNMENT OF KERALA.
- EXHIBIT P5** THE TRUE COPY OF THE EXTRACT OF THE WEBSITE OF THE 1ST RESPONDENT SHOWING THE CORRIGENDUM ON 08/09/2025.
- EXHIBIT P6** THE TRUE COPY OF THE PUBLISHED CORRIGENDUM DETAILS DATED 09/09/2025 FOR ITEM NO. 85 IN THE E-TENDER WEBSITE MAINTAINED BY THE 4TH RESPONDENT
- EXHIBIT P7** THE TRUE COPY OF THE BID SUBMISSION CONFIRMATION ALONG WITH THE BOQ DATED 26/08/2025 AT 3:34 PM FOR ITEM NO.85 OBTAINED FROM THE E-TENDERS WEBSITE OF THE GOVERNMENT OF KERALA.
- EXHIBIT P8** THE TRUE COPY OF THE BID SUBMISSION CONFIRMATION DATED 26/08/2025 AT 3:41 PM FOR ITEM NO.1 OBTAINED FROM THE E-TENDERS WEBSITE OF THE GOVERNMENT OF KERALA.
- EXHIBIT P9** THE TRUE COPY OF THE EXTRACT OF THE E-TENDER ADVERTISEMENT PUBLISHED IN THE REGIONAL NEWSPAPERS ON 30/07/2025.



2025:KER:72979

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

RESPONDENT EXHIBITS

EXHIBIT-R1 (A)	TRUE COPY OF THE CORRIGENDUM UPLOADED IN KERALA TENDERS PERTAINING TO SL.NO.1 DATED 16.9.2025
EXHIBIT-R1 (B)	TRUE COPY OF THE AUTO GENERATED EMAIL SIMULTANEOUSLY SENT BY KERALA TENDERS TO THE EXECUTIVE OFFICER, SABARIMALA DATED 27.8.2025
EXHIBIT-R1 (C)	TRUE COPY OF THE BID SUBMISSION CONFIRMATION OF 4TH RESPONDENT (BID ID 2307354) DATED 29.8.2025
EXHIBIT R5 (A)	TRUE COPY OF THE BID ACKNOWLEDGEMENT DATED 25-08-2025 GENERATED FROM THE WEBSITE OF THE 4TH RESPONDENT
EXHIBIT R5 (B)	TRUE COPY OF THE BID SUBMISSION CONFIRMATION DATED 25-08-2025 GENERATED FROM THE WEBSITE OF 4TH RESPONDENT



2025:KER:72979

36

WP(C) Nos.33870/2025,
33867/2025, 33971/2025

APPENDIX OF WP(C) 33971/2025

PETITIONER EXHIBITS

EXHIBIT P1	TRUE COPY OF THE TENDER DOCUMENT DATED 14.08.2025 ALONG WITH THE SCHEDULE
EXHIBIT P2	TRUE COPY OF THE BIDS SUBMISSION CONFIRMATION DATED 23.08.2025
EXHIBIT P3	TRUE COPY OF THE EMAIL INTIMATION PUBLISHING THE NEW CORRIGENDUM DATED 29.08.2025
EXHIBIT P4	TRUE COPY OF THE SCREENSHOT OF THE TENDERING PROCESS DOWNLOADED FROM THE E-TENDER SYSTEM OF THE GOVERNMENT OF KERALA, DATED 11.09.2025
EXHIBIT P5	TRUE COPY OF COMMUNICATION DATED 13.09.2025 ISSUED BY THE RESPONDENTS

RESPONDENT EXHIBITS

EXHIBIT R2 (A)	TRUE COPY OF THE ADVERTISEMENT OF THE TENDER NOTIFICATION VIDE R.O.C. 53/2025/SABA DATED 18.08.2025 PUBLISHED IN MALAYALA MANORAMA DAILY
EXHIBIT R2 (B)	TRUE COPY OF THE CORRIGENDUM DETAILS UPLOADED PERTAINING TO SL.NO.3 ISSUED FROM KERALA TENDERS
EXHIBIT R2 (C)	TRUE COPY OF THE AUTO GENERATED EMAIL SIMULTANEOUSLY SENT TO THE EXECUTIVE OFFICER, SABARIMALA DATED 27.8.2025
EXHIBIT R2 (D)	TRUE COPY OF THE BID SUBMISSION CONFIRMATION OF M. VIJAYAKUMAR (BID ID 2305120) DATED 29.8.2025 ISSUED BY KERALA TENDERS
EXHIBIT R2 (E)	TRUE COPY OF THE BID SUBMISSION CONFIRMATION OF SURENDRAN NAIR (BID ID 2309270) DATED 29.8.2025 ISSUED BY KERALA TENDERS