IN THE HIGH COURT OF MADHYA PRADESH AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE VIVEK RUSIA,

ACTING CHIEF JUSTICE

&

HON'BLE SHRI JUSTICE PRADEEP MITTAL

ON THE 3rd OF AUGUST, 2026

WRIT PETITION No. 3476 of 2026

M/S RAHUL SALUJA THROUGH ITS PROPRIETOR SHRI RAHUL SALUJA

Versus

THE STATE OF MADHYA PRADESH AND OTHERS

Appearance:

Shri Siddharth Gulatee, Senior Advocate with Shri Tulika Gulatee - Advocate for petitioner.

Shri Arunodaya Singh - Advocate for respondent No.5.

Shri Vivek Ranjan Pandey - Advocate for respondent No. 2 to 4.

Shri Vivek Sharma - Deputy Advocate General for respondent/State.

WITH

WRIT PETITION No. 2155 of 2026

M/S JAI BHAWANI CONSTRUCTION AND TRANSPORT

Versus

THE STATE OF MADHYA PRADESH AND OTHERS

Appearance:

Shri Siddharth Gulatee, Senior Advocate with Ms. Tulika Gulatee - Advocate for petitioner.

Shri Sankalp Kochar - Advocate for respondent No.5.

Shri Vivek Sharma - Deputy Advocate General for respondent/State.

Shri Vivek Ranjan Pandey - Advocate for respondent No.3.

WRIT PETITION No. 3475 of 2026

M/S JAI SHRI RAM TRANSPORT THROUGH ITS PROPRITER SHRI ATUL KUMAR GUPTA
Versus
THE STATE OF MADHYA PRADESH AND OTHERS

Appearance:

Shri Siddharth Gulatee, Senior Advocate with Shri Tulika Gulatee - Advocate for petitioner.

Shri Sankalp Kochar - Advocate for respondent No.5.

Shri Vivek Ranjan Pandey - Advocate for respondent No.2 to 4.

Shri Vivek Sharma - Deputy Advocate General for respondent/State.

ORDER

Per. Pradeep Mittal J.

Writ Petition No. 3476/2026 (M/s Rahul Saluja) is being taken up to decide the common controversy raised in this batch. Along with it, two more connected petitions raising a similar controversy are also before this Court, that is, Writ Petition No. 3475/2026 (M/s Jai Shri Ram), and Writ Petition No. 2155/2026 (M/s Jai Bhawani Construction & Transport v. State of M.P. & Ors., concerning the Rewa Division under Tender Enquiry No. GEM/2025/B/6657096 for "Hammalisah Lambi Duri Parivahan Karya (Khadyann) 2025-27" and challenging the work order dated 13.01.2026).

All these writ petitions arise from the same tender process started by respondent No.2/Corporation under NIT-897 dated 03.09.2025 for "Rabi-Kharif Uparjan 2025-27 Transport/Handling Work". As the foundational facts, legal questions, and challenges regarding the technical qualification and partnership of respondent No.5 are identical, all these petitions are decided together by this common judgment.

2. Writ Petition No. 3476/2026 concerns Sector Slimnabad, District Katni, under the same tender. The petitioner is a registered transport contractor and took part in the tender. Respondent No.5-M/s Bhagya Laxmi Roadlines also took part and was declared L-1, that is, the lowest bidder, when the financial bids were opened.

3. The petitioner had objected that respondent No.5's partnership deed was fake. When his objection was not decided and the financial bid was still opened, he filed an earlier writ petition, W.P. No. 45695/2025. That petition was disposed of on 21.11.2025 on the basis of a statement given by the respondents' counsel, which this Court recorded as follows:- "***however, prior to finalizing the tender, the objections submitted by the petitioner will be taken into consideration and orders will be passed and only thereafter the tender will be finalized.***" No other direction was given.

4. To comply with this, respondent No.3 called the petitioner for a hearing on 21.01.2026. The petitioner appeared and filed a written objection (Annexure P-5). His objection was that the partners named in respondent No.5's bid, Shri Deepak Jain and Shri Kishan Kesharwani, are not shown in the Register of Firms, that the Power of Attorney given to them is invalid as

it is not signed by the real partners and that respondent No.5 hid the fact that it had also applied for tenders in other Districts.

5. After hearing the petitioner, the Screening Committee rejected his objection by a written order (Annexure R/1). The Committee found that the partnership deed dated 14.08.2023, naming Shri Deepak Jain, Shri Kishan Kesharwani, Smt. Shanti Mishra and Shri Manoj Tiwari as partners, along with the Power of Attorney, are registered documents made on proper stamp paper and notarized, that the change in partners was also reported to the Registrar of Firms in Form No.5 under Section 63(1) of the Indian Partnership Act, 1932, on the very same day, that the Committee had no way, and no power, to itself find out whether a registered and notarised document is fake, especially when the petitioner gave no proof, expert opinion, or complaint to support his claim and that the claim of hiding information was found wrong, because the declaration form (Appendix-03) already showed the other tenders applied for by respondent No.5.

6. After this, respondent No.2 issued Letter No. LRT Rabi-Kharif/Transport/2025-26/153 dated 23.01.2026 approving respondent No.5's rates for Sector Slimnabad, and respondent No.4 issued Letter No.1379 dated 24.01.2026 asking respondent No.5 to sign the agreement and deposit security. These two letters are challenged in this petition.

7. Learned counsel for the petitioner argues that these letters are illegal because they go against the promise made to this Court in W.P. No. 45695/2025, that "passing an order" means a clear, written and communicated decision, and simply calling for a hearing and then quietly

issuing a work order is not fair to the Court, that under Clauses 5.1, 6.6 and 9 of the NIT, valid registration and a proper Power of Attorney are compulsory conditions that cannot be given up, relying on N.G. Projects Limited v. Vinod Kumar Jain, (2022) 6 SCC 127, and this Court's decision in Dilip Kumar Jaiswal v. MPSCSC (W.P. No. 1318/2022), that the same relief given in W.P. No. 2155/2026, which also concerns respondent No.5, in the Rewa Division, should be given here too, and that the impugned action goes against Articles 14 and 19(1)(g) of the Constitution.

8. Learned counsel for respondent No.5 objects to the petition itself, relying on Tata Motors Ltd. v. BEST, 2023 LiveLaw (SC) 467, to say that this Court should not normally replace the tender authority's own judgment on technical matters, more so when the petitioner did not use the remedy given under Clause 25.13 of the NIT. It is also submitted that the change of partners was reported to the Registrar of Firms on 14.08.2023 itself, the same day the partnership deed and Power of Attorney were signed (Annexures R5/1 and R5/2), and that the charge of forgery is only an allegation, without any proof behind it.

9. Learned counsel for the State and the Corporation, respondent Nos.1 to 4, supports the impugned letters. It is submitted that the order dated 21.11.2025 was fully complied with, as the Screening Committee heard the petitioner and passed a reasoned order dealing with each objection, that the interim order dated 20.01.2026 passed in Writ Petition No. 2155/2026 related to the Rewa Division and to different facts, and was for that reason found by the Committee itself to be not applicable here, that in any case Writ

Petition No. 2155/2026 is itself one of the connected petitions finally decided by this very common judgment and no separate or surviving order therefore remains available to found a claim of parity, and that respondent No.5, having been found L-1 in three separate tenders on the same documents, should not be removed on mere allegations, more so since transporting foodgrain is time bound and touches public interest.

10. Two questions arise for decision:- *(i) whether the direction given in the order dated 21.11.2025 in W.P. No. 45695/2025 was followed; and (ii) whether this Court, using its writ powers under Article 226 of the Constitution, can go into the question of forgery of the partnership deed and Power of Attorney of respondent No.5, and whether the impugned action calls for interference on this or any other ground, including the plea of parity.*

11. On the first question, the order dated 21.11.2025 only asked that the petitioner's objections be "taken into consideration" and that "orders will be passed" before the tender was finalised. It did not say that this order first had to be sent to the petitioner before the tender could be finalised, nor did it say how the order had to be recorded. What mattered was that the objections be genuinely looked into, not merely a formality. The record, especially Annexure R/1, shows that the Screening Committee gave the petitioner a hearing on 21.01.2026 and then passed a reasoned order dealing with each of his three objections one by one. Once such reasons are recorded and kept on the file of the Corporation, the requirement of "passing of orders" is met. We therefore hold that the direction given on 21.11.2025 was properly followed, and there is no breach of the promise made to this Court.

12. On the second question, the petitioner's real grievance is that the partnership deed and Power of Attorney of respondent No.5 are fake.

Respondent No. 5 submitted the technical bid on 22.09.2025. Respondent No. 5 declared four partners in the partnership firm, namely, Deepak Jain, Kishan Kesharwani, Shanti Mishra, and Manoj Kumar Tiwari. The technical bid was opened on 11.06.2025 at 12:50 P.M. In the copy of the Registrar of Firms, several partners were mentioned in the year 2020-21, namely, Virendra Kumar, Mahendra Kumar, Anand Kumar, Santi Mishra, Manoj Tiwari, Vijay Laxmi, Virendra Singh Chandel, Dheeraj Babu, Vikas Kumar, Surya Pratap, Rajkumar Chorasiya, Niraj Kumar, Sandhya, Sadhana, and Ajay Kumar. The change of partners was made by deed dated 14.08.2023, which was notified in the Gazette publication on 20 March 2026. The above partners were also declared before the GST Department on 04.11.2023. Before 14.08.2023, seven partners were in the firm, namely: (1) Virendra Kumar Chaurasiya S/o Shri Makhanlal Chaurasiya, (2) Shri Mahendra Kumar Chaurasiya S/o. Shri Makhanlal Chaurasiya, (3) Shri Anand Kumar Chaturvedi S/o. Shri Ram Kailash Chaturvedi, (4) Shrimati Shanti Mishra W/o Shri Shree Kant Mishra, (5) Shri Manoj Kumar Tiwari S/o Shri Santosh Kumar Tiwari, (6) Shri Suryapratap Singh S/o Shri Chhotelal Singh, and (7) Shri Ajay Kumar Mishra S/o Shri Ramashankar Mishra. Out of them, five partners existed, namely: (1) Virendra Kumar Chaurasiya S/o Shri Makhanlal Chaurasiya, (2) Shri Mahendra Kumar Chaurasiya S/o Shri Makhanlal Chaurasiya, (3) Shri Anand Kumar Chaturvedi S/o Shri Ram Kailash Chaturvedi, (4) Shri Suryapratap Singh S/o

Shri Chhotelal Singh, and (5) Shri Ajay Kumar Mishra S/o Shri Ramashankar Mishra, and two partners were entered, namely: (1) Shrimati Shanti Mishra W/o Shri Shree Kant Mishra and (2) Shri Manoj Kumar Tiwari S/o. Shri Santosh Kumar Tiwari. After changing the partners in the year 2023, the following partners existed in the firm, namely: (1) Shri Deepak Jain S/o Shri Tejraj Jain, aged 53 years, Address - H 22, Kakda Abhinav Homes, Ayodhya Bypass Road, Bhopal (M.P.), (2) Shri Kishan Kesharwani S/o Shri Vikash Kesharwani, aged 23 years, Address - Ward No. 9, Near Post Office Chakghat, Distt. Rewa (M.P.), (3) Shrimati Shanti Mishra W/o Shri Shree Kant Mishra, and (4) Shri Manoj Kumar Tiwari S/o Shri Santosh Kumar Tiwari. The petitioner has declared the above partners in the technical bid. Therefore, the objection raised by the writ appellant is baseless that the petitioner does not follow the NIT Conditions 4.3, 4.4, and 4.6 regarding the declaration of the names of the partners.

These documents are not fake on their face, nothing is wrong with them just by looking at them. It is not disputed that they are on proper stamp paper, notarised, and that the change of partners was also reported to the Registrar of Firms on the same day, in compliance with Section 63(1) of the Indian Partnership Act, 1932, which casts a mandatory duty on a firm to intimate any change in its constitution to the Registrar. This provision requires only intimation, and not any prior approval or third party consent, a change in the partners of a firm, effected under Sections 31 and 32 of the said Act and duly reported under Section 63(1), is, in law, an internal matter of the firm's own constitution. The NIT governing the present tender does not anywhere prohibit or penalise a change in the constitution of a bidding firm; Clauses 5.1, 6.6 and 9 only require that the firm hold a valid registration under the Partnership Act and that the Power of Attorney be signed by the partners registered at the relevant time. Once it is not disputed that Form No.5 was filed and the Power of Attorney was executed by the newly constituted partners on the very date of the deed, no violation of these clauses is made out merely because the constitution of respondent No.5 had earlier changed. Further, a Power of Attorney that is notarised carries a presumption of due execution under Section 85 of the Indian Evidence Act, 1872, now Section 84 of the BharatiyaSakshyaAdhiniyam, 2023. A registered document carries a similar presumption of genuineness. This presumption is rebuttable, but the burden to rebut it lies on the party challenging the document, that is, the petitioner, and not on respondent No.5 to affirmatively prove genuineness. To discharge that burden, a party must ordinarily place before the Court some material capable of raising a real doubt, such as an opinion of a handwriting expert, a finding of the Registrar of Firms on inquiry, or a finding of a civil or criminal court, mere suspicion, without more, does not suffice. The Supreme Court has recently reiterated this position in **Vandana Jain v. State of Uttar Pradesh, 2026 INSC 192,** holding that the mere absence or unavailability of a document, or a bare allegation of forgery, does not by itself establish that a document is false, something more, capable of satisfying the definition of a false document, is required. In the present case, before the Screening Committee as well as before this Court, the petitioner has placed nothing beyond his own doubt, he has produced no expert opinion, no complaint before the Registrar of Firms, and no finding of any competent forum casting doubt on the documents relied upon by respondent No.5. Learned counsel for the petitioner sought to rely upon the recent decision in **M/s A.P. Electrical Equipment Corporation v. Tahsildar, 2025 INSC 274**, to urge that the mere existence of a disputed question of fact does not oust the jurisdiction of this Court under Article 226. That principle is well settled, but it applies where the material already on record is sufficient for the writ court to record a finding one way or the other, and a party merely raises the plea of disputed facts to avoid scrutiny of that material. The present case stands on a different footing what is alleged here is forgery of a notarised and registered instrument, a matter that inherently requires expert examination, comparison of signatures, or an inquiry by the Registrar of Firms, none of which this Court, exercising summary writ jurisdiction, is equipped to undertake. Whether a document is forged is a question of fact that needs evidence and, at times, expert opinion, and cannot be decided in a writ petition under Article 226, which is a quick and summary remedy, the two lines of authority are accordingly not in conflict, and applying the correct one to the facts here, we hold that this Court cannot go into the disputed question of forgery in this petition. If the petitioner wishes to pursue this grievance, he has more than one remedy open to him, he may approach the Registrar of Firms under Section 63(1) of the Partnership Act to inquire into the intimated change, he may institute a civil suit for a declaration that the deed and the Power of Attorney are void, he may lodge a criminal complaint in respect of the alleged forgery, or he may invoke the grievance mechanism under Clause 25.13 of the NIT itself, extracted later in this judgment. This Court cannot substitute any of these remedies by itself returning a finding of forgery on the material before it.

13. As for interference in tender matters in general, courts are usually careful not to step into the decisions of tender authorities on technical questions, unless the decision is clearly unfair, biased, or against the law. This is settled by the Supreme Court in Tata Cellular v. Union of India, (1994) 6 SCC 651, Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517, N.G. Projects Limited v. Vinod Kumar Jain, (2022) 6 SCC 127; Tata Motors Ltd. v. BEST, 2023 LiveLaw (SC) 467, and, most recently, Prakash Asphaltings & Toll Highways (India) Ltd. v. Mandeepa Enterprises, Civil Appeal No. 11418 of 2025, decided on 12.09.2025, where the Supreme Court once again reaffirmed that tender conditions must be strictly adhered to and that judicial intervention in the tendering process must remain limited absent a clear showing of arbitrariness or mala fide. Here, the Screening Committee heard the petitioner, looked at each of his objections, and gave reasons for rejecting them. Those reasons are not unfair or without basis. Simply disagreeing with the result does not make the decision arbitrary. As for the interim or separate orders in other writ petitions like W.P. No. 2155/2026, those were passed under distinct records and cannot override the substantive merits here. Transport of foodgrain (Khadhyann) under this scheme is time sensitive, critical, and touches paramount public interest and food security, which is a further reason not to interfere at this stage.

14. Coming to the connected Writ Petition Nos. 3475/2026 and

2155/2026, the petitioners therein either did not properly file or substantiate objections before the Screening Committee or solely rely on generalized claims of parity. A direction or interim arrangement given in one case, based on separate facts and statements, cannot automatically be extended without establishing independent merit. These petitions therefore fail for the same reasons given above.

15. It may also be noted, though it is not necessary to decide the point, that Clause 25.13 of the NIT, which deals with settlement of disputes, reads as under:-

"25.13 विवादों का निराकरण – जो भी पक्ष प्रबंध संचालक के निर्णय से असंतुष्ट होगा, उसे प्रथम अपील का अधिकार प्रमुख सचिव खाद्य, म.प.शासन के समक्ष होगा। कोई भी विवाद न्यायालय में ले जाने के पूर्व प्रमुख सचिव खाद्य, म.प. शासन के समक्ष प्रथम अपील प्रस्तुत करना उभय पक्षों के लिये अनिवार्य होगा। इस निविदा अनुबंध से संबंधित किसी भी विवाद के निराकरण के लिये न्यायालयीन कार्यवाही हेतु न्याय क्षेत्र भोपाल होगा।"

16. For these reasons, we find no ground to interfere under Article 226 of the Constitution of India with the impugned work orders, letters, or the Financial Bid Results in Writ Petition No. 3476/2026 and its connected matters.

17. Accordingly, Writ Petition No. 3476/2026, Writ Petition No. 3475/2026, and Writ Petition No. 2155 of 2026 are all dismissed. The prayers for interim relief are also rejected.

18. Having regard to the fact that transport of foodgrains (Khadhyann) is a matter of utmost public urgency and vital public interest, and speculative

or unverified challenges to essential procurement tenders disrupt public distribution supply chains, exemplary costs of Rs. 50,000/- are imposed jointly/severally on the petitioners across these petitions to be paid to the respondent No.2/Corporation.

19. Certified copy, as per rules.

(VIVEK RUSIA)
ACTING CHIEF JUSTICE

(PRADEEP MITTAL)
JUDGE

Praveen