



2026:AHC-LKO:12192-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 1486 of 2026

M/S Vivek Construction And Suppliers Thru. Proprietor
Shri Vivek Kumar Singh And Another

.....Petitioner(s)

Versus

State Of U.P. Thru. Thru. Addl. Chief Secy. Urban
Development Deptt. Lko. And 5 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Anshuman Singh, Vipul Singh
Counsel for Respondent(s)	:	C.S.C., Shailendra Singh Chauhan

Court No. - 1

HON'BLE RAJAN ROY, J.

HON'BLE ABDHESH KUMAR CHAUDHARY, J.

1. Heard learned counsel appearing for the petitioner, Shri Shailendra Singh Chauhan, learned counsel, who has put in appearance on behalf of Nagar Nigam by way of filing his 'vakalatnama', which is taken on record and the learned State Counsel.

2. By means of this writ petition, the petitioner has prayed for the following main relief (s) :-

"(i) Issue a writ, order or direction in the nature of certiorari thereby quashing the e-Tender Notice dated 31.01.2026 issued by the opposite party no.4 as contained in Annexure no.1 to this writ petition.

(ii) Issue a writ, order or direction in the nature of certiorari thereby quashing the order passed by the opp. party no.2 thereby cancelling the auction process initiated in pursuant to the e-Tender Notice dated 16.10.2025 for awarding the contract of the Underground Parking at Aminabad Jhande Wala Park on the application dated 24.12.2025 moved by the opp. party no.6 as contained in Annexure no.7 to this writ petition, after summoning the original order and record from the opposite parties.

(iii) Issue a writ, order or direction in the nature of mandamus commanding and directing the opp. parties to forthwith complete the process in pursuant to the e-Tender Notice dated 16.10.2025 and award the contract for the Underground Parking at Aminabad Jhande Wala Park to the petitioner being the highest bidder within such time bound period as may be deemed fit, just and proper by this Hon'ble Court."

3. The contention of the petitioner's counsel is that he had

participated in a Tender process initiated by the Nagar Nigam, Lucknow, wherein the opposite party no.6 was the highest bidder and as against the reserved price of Rs. 92,40,000/- he had submitted a financial bid of Rs. 12,65,00,000/- which was accepted. However, subsequently he wrote to the Nagar Nigam, Lucknow that it had made the aforesaid bid erroneously due to typographical error. Consequent to it, instead of accepting the next higher bid which was of the petitioner, the tender process itself has been cancelled and a fresh tender process has been initiated.

4. We see absolutely no reason to interfere in the matter in the circumstances noted herein-above.

5. The Nagar Nigam, Lucknow was well within its right to notify the Tender process afresh when the highest bidder declined to act upon the bid which was accepted.

6. As regards, the grievance of the petitioner with regard to the earnest money already deposited by him in respect to the earlier tender which has been cancelled, he can either seek a refund from the Nagar Nigam, Lucknow if otherwise permissible or get it adjusted in the fresh tender process if he participates in it, as per law.

7. The petitioner can always participate in the fresh tender process, as per law. Moreover, merely because in the fresh tender process, the reserved price has been increased to Rs. 1,30,00,000/- will by itself will not give a right to the petitioner to file this petition.

8. Petition is, accordingly, **disposed of**.

February 17, 2026
Praveen

(Abdhesh Kumar Chaudhary,J.) (Rajan Roy,J.)