



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.12106 OF 2024  
WITH  
INTERIM APPLICATION NO.8956 OF 2025  
IN  
WRIT PETITION NO.12106 OF 2024**

M/s. Patil Roadlines and Ors.

***...Petitioners***

**V/s.**

Bharat Petroleum Corporation  
Limited (BPCL), Manmad  
Installation through its Chief  
Manager and Anr.

***...Respondents***

**WITH  
INTERIM APPLICATION (STAMP) NO.21562 OF 2025  
IN  
WRIT PETITION NO.12106 OF 2024**

M/s. Patil Transport and Ors.

***...Applicants***

**In the matter between :**

M/s. Patil Roadlines and Ors.

***...Petitioners***

**V/s.**

Bharat Petroleum Corporation  
Limited (BPCL), Manmad  
Installation through its Chief  
Manager and Anr.

***...Respondents***

**Mr. F.T. Mirza**, Senior Advocate with Mr. Anand Deshpande and  
Ms. Amita Chaware for the Petitioners.

**Mr. Girish Godbole**, Senior Advocate with Mr. Roop Basu and  
Mr. Ahmed Padela i /b. M/s. The Law Point for Respondent No.1.

**Mr. Vinit Jain** *with Mr. A.R. Varma for Respondent No.2-Union of India.*

**Mr. Akshay Lengare** *with Mr. Aniket Sangle, Mr. Sanket Garud, Mr. Anis Shaikh i/b. Mr. Ajinkya Gaikwad for the Applicants in IAL/21562/2025.*

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**CORAM: ALOK ARADHE, CJ. &**

**SANDEEP V. MARNE, J.**

**Judgment is reserved on: 8 JULY 2025**

**Judgment is pronounced on: 15 JULY 2025**

**Judgment:** (PER: SANDEEP V. MARNE, J.)

1. Petitioners have filed the present Petition challenging the tender condition in the impugned tender notice issued by Respondent No.1-Bharat Petroleum Corporation Limited (BPCL) for award of work of road transportation of Bulk POL products by Top Loading Tank Lorries from Manmad Installation, Maharashtra to various locations within and outside the State. Petitioners have also challenged the guidelines issued by the Government of India on 18 August 1994 providing for reservation to Scheduled Castes (SC) and Scheduled Tribes (ST) categories in road transport contract by the public sector oil marketing companies.

2. Petitioners are engaged in the business of transport of petrol and petroleum products. BPCL is a public sector

undertaking engaged in the business *inter alia* of marketing and selling petroleum products. Petitioners are the existing contractors with BPCL and were successful bidders in the previous tender process and are already providing transportation services of Bulk POL products by Top Loading Tank Lorries from Manmad installations, Maharashtra to various locations within and outside the State. The contract was awarded to them on 1 February 2018 and is in force, initially till 31 January 2023, which has subsequently been extended upto 31 March 2025.

3. On 9 August 2024 BPCL issued tender notice for road transportation of Bulk POL products (MS/HSD/Branded Fuels, etc.) by Top Loading Tank Lorries from BPCL, Manmad Installation Maharashtra to various locations (Depots, Retail Outlets/ direct customers, etc.) within and outside the State. The contract period indicated in the tender notice is for five years. Petitioners have challenged some of the tender conditions in the impugned tender notice, which seek to provide concession in respect of the security deposit as well as non-requirement of the actual ownership of the lorries by bidders belonging to SC and ST categories. Additionally, 15% reservation is provided for SC category and 7.5% reservation is provided for bidders belonging to ST category in the impugned tender, which condition is also challenged by the Petitioners. Petitioners have also challenged Clause 10(C) of the tender document providing for reservation to Micro and Small Enterprises (**MSE**). According to Petitioners, provision of such reservation eats up larger pie of the lorries

leaving open not even 50% of the lorries to bidders not belonging to any reserved category. Accordingly, the present Petition is filed challenging the impugned tender notice.

4. Respondent No.1 -BPCL has appeared in the Petition and filed affidavit-in-reply *inter alia* contending that the provision for reservation in the tender is made in accordance with guidelines of Government of India vide circular dated 18 August 1994. Petitioners have accordingly amended the Petition by challenging the guidelines dated 18 August 1994.

5. We have heard Mr. Mirza, the learned senior advocate appearing for the Petitioners, who would submit that the provisions made by Respondent No.1-BPCL for reservation in the matter of allotment of contract to SC/ST bidders is constitutionally invalid. That provision for such reservation violates fundamental right of the Petitioners to do business under Article 19(1)(g) of the Constitution of India. That the reservation is sought to be justified merely on the basis of guidelines, which cannot partake character of law. That right of doing business by competing in respect of the entire tender cannot be taken away by issuance of mere guidelines. That Respondent No.1-BPCL has not been able to connect the provision for reservation to any specific source of power. That provision for reservation can only be made under Article 15 or 16 of the Constitution of India in the matter of public employment and the same is impermissible while awarding contracts during

the course of business of a public sector undertaking. It is also submitted that the provision for reservation to SC/ ST categories as well as MSEs virtually leaves less than 50% of the lorries for allotment to the Petitioners thereby grossly affecting their right of doing business. He would submit that the unfilled quota during the previous tender process has been carried forward by the BPCL in the current tender process, which actually results in total percentage of reservation exceeding 50%. In support, Mr. Mirza has relied upon following judgments :-

- (i) ***C.K. Achuthan V/s. State of Kerala and Others***<sup>1</sup>
- (ii) ***M/s. Erusian Equipment & Chemicals Ltd. V/s. State of West Bengal and Anr.***<sup>2</sup>
- (iii) ***Bijoe Emmanuel and Others V/s. State of Kerala and others***<sup>3</sup>
- (iv) ***Reliance Energy Ltd and Another V/s. Maharashtra State Road Development Corpn. Ltd. and Others***<sup>4</sup>
- (v) ***Ramana Dayaram Shetty V/s. International Airport Authority of India and Others.***<sup>5</sup>
- (vi) ***Rashbihari Panda Etc V/s. State of Orissa***<sup>6</sup>

6. Petition is opposed by Mr. Godbole, the learned senior advocate appearing for Respondent No.1-BPCL. He would submit that Petition filed by the Petitioners is not maintainable

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<sup>1</sup> 1958 SCC Online SC 86

<sup>2</sup> (1975) 1 SCC 70

<sup>3</sup> (1986) 3 SCC 615

<sup>4</sup> (2007) 8 SCC 1

<sup>5</sup> (1979) 3 SCC 489

<sup>6</sup> (1969) 1 SCC 414

as they have participated in the tender process and therefore *estopped* from challenging the tender conditions. He would rely upon judgment of Rajasthan High Court in ***M/s. Santosh Kumar Banthia and Anr. V/s. Bharat Petroleum Corporation Limited(BPCL) and Ors.***<sup>7</sup> in support of his contention of *estoppel*. Without prejudice to the preliminary objection of maintainability, he would submit that reservation/concession granted by BPCL to bidders belonging to SC/ ST categories is in respect of three areas viz., (i) reservation of quota, (ii) concession in the quantum of bank guarantee and (iii) waiver of condition of ownership of lorry and replacing the same by a mere booking slip. He would submit that no fundamental right of Petitioners is taken away on account of grant of concession to members of SC/ST categories by a public sector undertaking. That the impugned decision of BPCL is not arbitrary or irrational and that the same is taken towards affirmative action. That Petitioners had also participated in the previous tender process in 2018 with similar conditions in the tender notice. That therefore they cannot seek to challenge the same tender conditions now. He would rely upon the guidelines dated 18 August 1994 in support of his contention that the system of providing reservation to SC/ ST categories has been in vogue for the last 30 long years and Petitioners, who claim themselves to be well settled players in the field for several years cannot now be allowed to suddenly challenge the condition of reservation. That the guidelines dated 18 August 1994 apply to

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<sup>7</sup> S.B. Civil Writ Petition No.7511 of 2024 decided on 10 May 2024.

all public sector oil companies. That majority of shareholding in BPCL is by Central Government and therefore the guidelines formulated by the Central Government are binding on BPCL. He would further submit that except Petitioner No.19, all other Petitioners have already been awarded work and therefore the present Petition challenging tender conditions need not be entertained. That Petitioner No.19 has been technically disqualified, on account of which work is not allotted to it. In support of his contentions, he would rely upon following judgments:

- (i) ***N.G. Projects Limited V/s. Vinod Kumar Jain and Others***<sup>8</sup>
- (ii) ***Sanjay Kumar V/s. Union of India and others***<sup>9</sup>
- (iii) ***Sunil Kumar @ Suhsil Kumar V/s. Staff Selection Commission Haryana & Others***<sup>10</sup>
- (iv) ***Shrikant Dhondiram Katake V/s. Union of India and Others***<sup>11</sup>

7. We have also heard Mr. Jain, the learned counsel appearing for Respondent No.2-Union of India.

8. Mr. Lengare, the learned counsel would appear on behalf of the Applicant in Interim Application (stamp) No.21562 of 2025, which is filed seeking intervention in the Petition. He would submit that the Intervenors have been allotted work by

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<sup>8</sup> (2022) 6 SCC 127

<sup>9</sup> 2020 SCC OnLine Cal 3297

<sup>10</sup> 2006 SCC OnLine P &H 1835

<sup>11</sup> 2006(1) Mh.L.J. 171

Respondent No.1-BPCL and any order that would be passed in the present Petition would affect the interests of the Intervenors.

9. Rival contentions of the parties now fall for our consideration.

10. Petitioners are essentially aggrieved by conditions in the tender document providing for concession and reservation to bidders belonging to SC/ST categories as well as MSEs. The tender notice is issued for awarding contract for road transportation of bulk POL products by Top Loading Tank Lorries from BPCL, Manmad installations to various locations. The eligibility criteria for general category bidders is possession of minimum 5 Tank Lorries (TL), out of which 3 must be owned. For MSE bidders, relaxation is provided where they can possess only 3 TLs, out of which only 2 need to be owned. For bidders belonging to SC/ST categories, further relaxation is granted where the bidders can possess only two TLs, out of which one must be owned. For the general category bidders, it is compulsory to submit booking slip of new Chassis alongwith affidavit for offer of TL against Chassis booking slip as per format, which essentially means that general category must purchase at least 3 TLs for becoming eligible in the tender process. However, SC/ST bidders could merely submit booking slips without actually owning the TLs. The next concession given to SC/ST bidders is in respect of relaxation in security deposit in the form of bank guarantee. For general category bidders, it is



compulsory to submit bank guarantee of Rs.8 lakhs, which is reduced to only Rs.50,000/- for SC/ST bidders. The third grievance of the Petitioners in respect of reservation provided for SC/ST bidders is that as per Clause 10(A) of the tender document, reservation of 15% of total requirement is made for SC bidders and reservation of 7.5% of total requirement is made to ST bidders. The tender condition has carried forward previous tender's unfilled quota for SC of 20 TLs and ST of 15 TLs. Accordingly, the total tender requirement of 257 TLs is subdivided into 59 TLs for SC category (representing to 22.96%) and 35 TLs for ST (representing to 13.62%). Petitioners are aggrieved by reservation of 59 TLs for SC and 35 TLs for ST category.

11. BPCL has relied upon Guidelines issued by Government of India dated 18 August 1994, which read thus:-

- (i) The percentage of reservation will be 15% (fifteen percent) and 7-1/2% (seven and a half percent) for Scheduled Castes and Scheduled Tribes respectively, on an all India basis.
- (ii) The members of SC/ST desirous of operating the transport trucks will have to participate in the tenders floated by the Oil Industry.
- (iii) The SC/ST members should fulfill all tender conditions and will not be eligible for any price preference in relaxation of standards.
- (iv) If adequate number of SC/ST candidates are not available in any particular year the unfilled quota, may be allotted to the unreserved categories in that year. However, the unfilled quota may be carried forward to the next tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the

previous tender may be dereserved and allotted to general categories.

Since BPCL relied upon Guidelines dated 18 August 1994 for justifying their action of reservation and concessions to reserved category bidders, Petitioners have challenged the said Guidelines by amending the Petition.

12. In our view, there are multiple reasons why Petitioner's challenge to the Guidelines must be repelled, which are:

**Firstly**, the impugned guidelines are issued on 18 August 1994 and Petitioners never bothered to challenge the same. In Paragraph 3 of the Petition, it is averred that '*Petitioners are engaged in the said transport business from past decades...*'. Many of the Petitioners have thus done business with the Government Oil Marketing Companies after introduction of the impugned Guidelines. Since 1994, the reservation is provided for by BPCL in atleast 6/7 tender processes and many of the Petitioners have participated in the same without any demur. Despite being engaged in the transportation business and doing business with BPCL for a considerable period of time, Petitioners never thought of challenging the Guidelines dated 18 August 1994, which have been repeatedly implemented by Respondent No.1 - BPCL in various tender processes.

**Secondly**, similar reservation was also provided in the tender process implemented in the year 2018, in which Petitioners participated without any demur, secured work orders and are still working on extensions. Thus even as of today, there are contractors belonging to SC/ST categories, who are performing the work after securing the TLs through reservations. Petitioners never questioned award of work to them.

**Thirdly**, there is gross delay in challenging the impugned Guidelines which are issued in and implemented since 1994. It is not that the Petitioners learnt about the impugned Guidelines for the first time now. they have suffered the same for last several years without any demur and have acquiesced in the same.

Therefore, the challenge mounted to the Guidelines dated 18 August 1994 deserves outright rejection.

13. Another reason, which calls for outright dismissal of the Petition is participation in the tender process by the Petitioners. During pre-bid meeting Petitioners did not question prescription of reservation for SC/ST/MSE bidders. The dates on which bids were submitted by the Petitioners are not disclosed in the Petition. It has come on record that except Petitioner No.19 all the Petitioners have been awarded work by the Respondent No.1-BPCL in the impugned tender process. In our view,

therefore, challenge by the Petitioners to the impugned tender process is clearly not maintainable.

14. Coming to the merits of the challenge raised by the Petitioners, it is settled law that the court cannot sit in appeal over the wisdom of tendering authority in prescribing the tender conditions. While determining challenge to a tender process, the courts are not concerned with merits of the decision, but need to verify only whether the decision making process is just, fair and transparent meeting Wednesbury principle of reasonableness (see: ***Tata Cellular V/s. Union of India***<sup>12</sup>) it is also equally well settled that tendering authority is best judge in incorporating the tender conditions and the courts cannot substitute their opinion on interpretation of the tendering authority (see: ***Afcons Infrastructure Ltd V/s. Nagpur Metro Rail Corporation Ltd. & Anr***<sup>13</sup>.) The process of interpretation of terms and conditions is essentially left to the author of the tender document and the occasion for interference by the Court would arise only if the questioned decision fails on the salutary tests laid down and settled in consistent decisions, namely, irrationality or unreasonableness or bias or procedural impropriety. (See ***Agmatel India Private Limited V/s. Resoursys Telecom and others***<sup>14</sup>). In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its

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<sup>12</sup> 1994(6) SCC 651

<sup>13</sup> 2016(16) SCC 818

<sup>14</sup> (2022) 5 SCC 362

statutory powers, interference by courts is not warranted. (See ***M/s Michigan Rubber (I) Ltd. V/s. State of Karnataka and ors.***<sup>15</sup>) The tendering authority has the necessary discretion to offer relaxation to a class of bidders and in absence of malafides, mere making of provision for relaxation would not render the act of tendering authority ipso facto arbitrary, discriminatory or irrational (see ***Raunaq International Ltd. V/s. IVR Constructions Ltd***<sup>16</sup>). The Government is the protector of financial resources of the State and thus, it has every right to cancel and call for fresh tender if it is in the nature of protecting the financial interests of the State. (see ***Conservator of Forest V/s. Suresh Mathew***<sup>17</sup>)

15. Thus, the scope of interference by constitutional courts in implementation of tender process by the tendering authority lies in an extremely narrow compass. Keeping in mind the broad contours of power of judicial review exercisable by courts in tender matters, we proceed to examine the challenge raised by the Petitioners.

16. There is no dispute to the position that Respondent No.1-BPCL is under administrative control of the Government of India, Ministry of Petroleum and Natural Gas, which also happens to be the major shareholder in BPCL. In fact, in paragraph 2 of the Petition, Petitioners themselves have averred that '*Respondent -Bharat Petroleum Corporation Limited (BPCL)*

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<sup>15</sup> (2012) 8 SCC 216

<sup>16</sup> (1999) 1 SCC 492

<sup>17</sup> 2025 SCC OnLine SC 933

*is an Indian Public sector undertaking (PSU) under the ownership of the Ministry of Petroleum and Natural Gas, Government of India.'* The Constitution of India provides for sufficient affirmative actions to be undertaken by the State for upliftment of backward classes of the society. Under Article 46 of the Constitution of India, the State is empowered to promote with special care the educational and economic interests of the weaker sections of the society, and, in particular, of the Scheduled Castes and the Scheduled Tribes. Article 46 provides thus:

**46. Promotion of educational and economic interests of Scheduled Castes, Scheduled Tribes and other weaker sections**

The State shall promote with special care the educational and economic interests of the weaker sections of the people, and, in particular, of the Scheduled Castes and the Scheduled Tribes, and shall protect them from social injustice and all forms of exploitation.

17. The impugned guidelines have been formulated by the Government of India in line with Article 46 of the Constitution of India. Keeping in mind the provisions of Article 46 of the Constitution of India, the Government of India directed all the four Government owned oil companies to provide for reservation for SC/ST contractors engaged in road transport trucks for movement of all petroleum products. The guidelines are issued keeping in mind the broad objective of upliftment of backward class citizens. The policy is aimed at ensuring larger participation and engagement of socially weaker sections in the

matter of doing business with the Government and its undertakings. The policy has reasonable nexus with the objectives that are sought to be achieved. The decision for providing reservation to socially weaker sections of the society is taken towards affirmative action aimed at upliftment of backward classes of the society.

18. Petitioners contend that the reservations can be made only in public employment under provisions of Articles 15 and 16 of the Constitution of India and that it is impermissible to provide for reservation to SC/ST category persons in the matter of contracts. The argument, in our view, is canvassed in ignorance of provisions of Article 46 of the Constitution of India where the State is under obligation to take care of economic interest of SC/ST category persons. The State has considered it appropriate not to restrict the social and economic upliftment only in the matter of public employment and to extend the same in smaller contracts floated by the PSUs.

19. The provision for reservation for select class of entrepreneurs for their social and economic upliftment towards fulfillment of constitutional objectives is an affirmative action taken by the State. Apart from social reservations, provisions are made for giving economic impetus to various classes of entrepreneurs like micro, medium and small enterprises, women entrepreneurs, etc. All these measures are aimed at promoting

commerce in select class of entrepreneurs who otherwise find it difficult to compete with open bidders on account of their socio-economic background, lack of resources, lack of opportunities, etc. Far from creating any inequality violating the provisions of Article 14 of the Constitution of India, such measures are towards affirmative action aimed at promoting the economic upliftment of select class of persons in the society. Such measures do not cause any violence to the equality clause enshrined in the Constitution of India.

20. The issue of provision for reservations to SC/ST bidders in tender floated by Indian Oil Corporation Ltd. for transportation of LPG cylinders attracted attention of Calcutta High Court in *Sanjay Kumar* (supra). Upholding the provision for reservations it is held as under:

28. Neither is there any ambiguity or lack of transparency in the tender process, nor is any mala fide or any attempt to unduly favour any particular bidder or category of bidders evident from the materials on record, which could have vitiated the tender process. **Rather, the reservations made are in consonance with existing law pertaining to Scheduled Castes and Scheduled Tribes and in tandem with the still- unrealized Constitutional vision of providing a level playing ground to all sections of the Indian polity, including the downtrodden and so-called backward strata of society. The argument of violation of Article 14 of the Constitution does not hold water since the classification of the reserved categories is a reasonable one, in line with the existent law and the vision of the framers of the Indian Constitution. The reservation is not unequal, but is intended to restore equality and equity between sections of society enjoying certain elevated social status and economic advantages as a birth-right and those deprived of their basic birth-**



**rights, which are inherent in the right to life, thus starting off from a socio-economically disadvantageous position due to no fault of theirs.**

*(emphasis supplied)*

21. We therefore find that the impugned Guidelines dated 18 August 1994 issued by the Government of India directing provision of reservation to SC/ST category bidders in transportation contracts is not unconstitutional.

22. So far as reservation of TL for MSEs are concerned, the order dated 23 March 2012 for Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 mandates procurement from MSEs of prescribed percentage of goods and services. We therefore find that reservation of TL for MSEs by Respondent No.1-BPCL is in tune with the Public Procurement Policy formulated under Section 11 of the Micro, Small and Medium Enterprises Development Act 2006.

23. Reliance by Petitioners on judgment of Constitution Bench in **C. K. Achuthan** (supra) is inapposite. The issue involved before the Hon'ble Apex Court was about cancellation of contract of milk supply of the Petitioner therein. The Supreme Court has dealt with the contention as to whether termination of contract of milk supply by the Government amounted to deprivation of right to practice any profession or carry on trade, business or occupation under Section 19(1)(g) of the Constitution. The Supreme Court then rejected the contention that contract of

milk supply stood par with employment and termination of contract amounted to violation of fundamental right under Article 16(1) of the Constitution. The Court held:

8. The gist of the present matter is the breach, if any, of the contract said to have been given to the petitioner which has been cancelled either for good or for bad reasons. There is no discrimination, because it is perfectly open to the Government, even as it is to a private party, to choose a person to their liking, to fulfil contracts which they wish to be performed. When one person is chosen rather than another, the aggrieved party cannot claim the protection of Article 14, because the choice of the person to fulfil a particular contract must be left to the Government. Similarly, a contract which is held from Government stands on no different footing from a contract held from a private party. The breach of the contract, if any, may entitle the person aggrieved to sue for damages or in appropriate cases, even specific performance, but he cannot complain that there has been a deprivation of the right to practise any profession or to carry on any occupation, trade or business, such as is contemplated by Article 19(1)(g). Nor has it been shown how Article 31 of the Constitution may be invoked to prevent cancellation of a contract in exercise of powers conferred by one of the terms of the contract itself.

9. The main contention of the petitioner before us was thus under Article 16(1) of the Constitution, and he claimed equal opportunity of employment under the State. To begin with, a contract for the supply of goods is not a contract of employment in the sense in which that word has been used in the Article. The petitioner was not to be employed as a servant to fetch milk on behalf of the institution, but was a contractor for supplying the articles on payment of price. He claimed to have been given a contract for supply of milk, and did not claim to be an employee of the State. Article 16(1) of the Constitution, both in its terms and in the collocation of the words, indicates that it is confined to “employment” by the State, and has reference to employment in service rather than as contractors. Of course, there may be cases in which the contract may include within itself an element of service. In the present case, however, such a consideration does not arise, and it is therefore not necessary for us to examine whether those cases are covered by the said Article. But it is clear that every person whose offer to perform a contract of supply is refused or whose contract for such supply is breached cannot be said to have been denied equal opportunity of employment, and it is to this matter that this case is confined.

The judgment in **C. K. Achuthan** cannot be read in support of the proposition that the State is prohibited from providing reservation except in the matter of employment, as is sought to be canvassed before us by the Petitioners.

24. The judgment of the Apex Court in **M/s. Erusain Equipment and Chemicals Ltd.** (supra) is relied on by the Petitioners in support of the contention that equality of opportunity must apply to matters of public contracts. However, the issue before the Hon'ble Apex Court was entirely different viz., discrimination against a class of contractors by blacklisting them. The judgment, in our view therefore has no application to the present case. The judgment in **Bijoe Emmanuel** (supra) is cited in support of contention of fundamental right under Article 19(1)(g) of the Constitution of India can be curtailed only by enactment of law and not by executive fiat. The judgment, in our view would have no application to the present case as the issue involved before the Apex Court was about curtailment of right of freedom of speech and expression under Article 19(1)(a) being curtailed by an executive or departmental instructions. Petitioners do not have any fundamental right of doing business with Respondent No.1-BPCL and therefore, there is no question of curtailment of any of the Petitioners fundamental right on account of issuance of impugned guidelines. For the same reasons Petitioners' reliance on judgment in **Reliance Energy Ltd.** (supra) is inapposite. The judgment in **Rashbihari Panda etc.** (supra) relied upon by the Petitioners involved issue of

creation of monopoly in trade, which was held to be violative of fundamental right under Articles 14 and 19(1)(g) of the Constitution of India. By making the provision for reservation for SC, ST and MSEs, no monopoly is created by Respondent No.1-BPCL and therefore the judgment has no application to the present case.

25. We therefore do not find any reason to interfere either in the impugned guidelines dated 18 August 1994 or the impugned tender process providing reservation for SC/ST.

26. So far as the issue of rolling over reservation of previous year is concerned, the issue appears to be well settled by judgment of Punjab and Haryana High Court in ***Sunil Kumar @ Sushil Kumar V/s. Staff Selection Commission*** (supra).

27. So far as grant of concession in the matter of security deposit and actual ownership of TLs is concerned, we are of the view that the tendering authority is the best judge to determine the eligibility conditions for different categories of bidders. The said concession is provided keeping in mind the broad objective of upliftment of weaker sections of society.

28. Considering the overall conspectus of the case, we do not find any valid ground to interfere in the impugned tender

process. Except Petitioner No.19 all other Petitioners are already awarded contracts in the impugned tender process. It is reported that Petitioner No. 19 has separately challenged the disqualification. Other Petitioners are already the contractors of the Respondent-BPCL. This is yet another reason why we are not inclined to interfere in the impugned tender process at the instance of the Petitioners. Petition must fail. It is accordingly **dismissed.**

29. In view of dismissal of the Writ Petition, Interim Applications do not survive and hence stand disposed of.

**[SANDEEP V. MARNE, J.]**

**[CHIEF JUSTICE]**