Tele: 011-23019154
Email: dircont1einc-mes@nic.in

Email/Regd Post
Engineer-in-Chief's Branch
Military Engineer Services
Dte of Contract Management
Kashmir House, Rajaji Marg
New Delhi – 110 011

No. 66546/SS/R-2/QE JUN 2025/ 43 /E8 22 Aug 2025

List 'A'

ADG (Projects)
ADG (NEI)
ADG (North)
List 'B'
(On MES Website)

WORK LOAD RETURN OF "SS CLASS" CONTRACTORs AND UNLISTED CONTRACTORS HAVING WORK LOAD MORE THAN 15 CRORES FOR THE QE JUN 2025

1. The work load return of "SS Class" contractors for quarter ending Jun 2025 is enclosed as Appendix 'A' , 'B', 'C' & 'D' & Appx 'E' , 'F' , 'G' , 'H' , 'J' & 'K' (Copies of court orders).

2. Hard copy is not being sent as the Work Load Return is being uploaded on MES website. In case of any grievances, the contractor may approach concerned Accepting Officer for change/amendment to remarks about their performance. This HQ will consider the case only if received through Chief Engineer Command/ADGs with proper justification in support of change.

3. (a) Certain contractors are not considered capable of handling more load as per remarks given in Appendix 'A' , 'B', 'C' & 'D' of the subject report. If there is any court case for issue of tender to such contractors, action should be taken as per court directive to avoid contempt of court order & this HQ be informed accordingly on priority.

(b) In respect of contractors whose change in constitution is involved and have been declared unenlisted, action shall be taken as per existing instructions.

(A K Singh)
Director (Contracts)
for Engineer-in-Chief

Copy to:-

DGMAP, New Delhi
All CCEs (CCE 1, 2, 3) CCE COD, CCE (NEP)
Nodal Officer – Please upload this letter on MES website

WORK LOAD IN RESPECT OF 'SS' CLASS CONTRACTORS FOR QE JUN 2025 WHO HAVE WORK IN HAND AND ARE NOT CONSIDERED CAPABLE FOR HANDLING MORE WORK LOAD

S	Name of Contractor	Index No	Whether considered for handling more work load
1	2	3	
1	M/s RDS Projects Ltd	SS-01	**No, Slow Progress & Defects in PQC**
2	M/s Mago Construction Pvt Ltd	SS-03	**No, Slow Progress**
3	M/s Rishabh Construction Pvt Ltd	SS-47 (**Enlistment not renewed**)	**No, Contracts cancelled & Slow Progress.**
4	M/s NK Gupta Builders (Pvt) Ltd	SS-58	**No, Slow Progress**
5	M/s Tacon Infrastructure Pvt Ltd	SS-60	**No, Slow Progress**
6	M/s Nitya Nand & Sons Contractor Pvt Ltd	SS-63	**No, Work not commenced**
7	M/s Pardeep Electricals & Builders (Pvt) Ltd	SS-70 (**Enlistment not renewed**)	**No, Slow Progress & Contract Cancelled**
8	M/s Nirman Encon Projects Pvt Ltd	SS-71 (**Enlistment not renewed**)	**No, Slow Progress**
9	M/s SM Corporation Ltd	SS-79 (**Enlistment not renewed**)	**No, Slow Progress**
10	M/s Raghusons Engineering Pvt Ltd	SS-85	**No, Slow Progress**
11	M/s RHG Constn Pvt Ltd	SS-102	**No, Slow Progress**
12	M/s SAM India Buidwell Pvt Ltd	SS-105	**No, Slow Progress**
13	M/s RCC Infra Venture Ltd	SS-131	**No, Slow Progress**
14	M/s Mangla Amit Builders Pvt Ltd	SS-133	**'No', due to slow progress in respect of works under ADG (P) Chennai and CESWC**
15	M/s Srinath Builders & Housing Co Pvt Ltd	SS-148	**No, Contract Cancelled & Slow Progress**
16	M/s Lahoty Buildcon Ltd	SS-152	**No, Work not commenced & Slow Progress**
17	M/s J M Mhatre	SS-154	**No, Slow Progress**
18	M/s N A Construction Pvt Ltd	SS-170	**No, Slow Progress**
19	M/s Gopal Tecknocon Pvt Ltd	SS-178	**No, Slow Progress**
20	M/s Ramdev Construction	SS-180 (Declered UE and case undere consideration for removal due to Subletting of works)	**No, Contract Cancelled & Slow Progress**
21	M/s Mecgale Pneumatics	SS-190	**No, Slow Progress**
22	M/s Talwadekars Indian Buildcon	SS-210	**No, Slow Progress**
23	M/s Wani Infratech Pvt Ltd	SS-217	**No, Slow Progress**

WORK LOAD IN RESPECT OF UN-ENLISTED CONTRACTORS FOR QE JUN 2025 WHO HAVE WORK MORE THAN RS 15 CRORE IN HAND AND ARE NOT CONSIDERED CAPABLE FOR HANDLING MORE WORK LOAD

S	Name of Contractors	Index No	Whether considered for handling more work load
1	2	3	8
1	M/s Rochem Seperation System (India) (P) Ltd	UE	**No, Slow Progress**
2	M/s Vistacore Infra Project Pvt Ltd	UE	**No, Slow Progress**
3	M/s BTL EPC Ltd	UE	**No, Defects not rectified**
4	M/s Capital Enterprises	UE	**No, Slow Progress**
5	M/s Prad Infra	UE	**No, Slow Progress**
6	M/s Gannon Dunkerley & Co.	UE	**No, Slow Progress**
7	M/s Bhagwati Constructions	UE	**No, Contract Cancelled & Slow Progress**
8	M/s KB Gurung	UE	**No, Slow Progress**
9	M/s Kacho Bhutia	UE	**No, Slow Progress**
10	M/s National Projects Construction Corporation Limited	UE	**No, Contract Cancelled**
11	M/s Vivaan Solar Pvt Ltd	UE	**No, Contract Cancelled**
12	M/s R N Infra Projects	UE	**No, Slow Progress**
13	M/s RDS VNCPL-JV	UE	**No, Slow Progress**
14	M/s Globalzone Sanitory Infrastructure Pvt Ltd	UE	**No, Slow Progress**
15	M/s PRL Projects Infrastructure Ltd	UE	**No, Slow Progress**
16	M/s Yogi Construction Co	UE	**No, Slow Progress**
17	M/s Guptha Infraventures and Constructions Private Limited	UE	**No, Slow Progress**
18	M/s KK Enterprises	UE	**No, Slow Progress**

CONTRACTORS ('SS' CLASS AND UN-ENLISTED) HAVING WORK LOAD IN HAND AND NOT CONSIDERED ELIGIBLE FOR ISSUE OF TENDERS BASED ON THEIR CURRENT PERFORMANCE BUT ARE TO BE CONSIDERED FOR ISSUE OF TENDER AS PER COURT ORDER

S	Name of the firm	Index No	Whether considered for handling more work load
1	2	3	8
1	M/s Inderjit Mehta Construction Pvt Ltd	SS-08	**Action to be taken as per High Court Jodhpur Order dated 01 Mar 2024, copy of court order enclosed as Appx 'E'.**
2	M/s KEC International Ltd	SS-54	**Yes, as per High Court Delhi Order, copy of court order enclosed as Appx 'F'.**
3	M/s Surendra Infrastructure Pvt Ltd	SS-140	**Yes, as per High Court Calcutta Order, copy of court order enclosed as Appx 'G'.**
4	M/s Akrati Technimont Ltd	SS-145	**Yes, as per High Court Lucknow Order, copy of court order enclosed as Appx 'H'.**
5	M/s MM Shawl Engineer & Contractor Pvt Ltd	SS-167	**Yes, as per High Court Delhi Order, copy of court order enclosed as Appx 'J'.**
6	M/s Keynge Construction & M/s Capital Enterprise(JV)	UE	**Yes, as per High Court Delhi Order, copy of court order enclosed as Appx 'K'.**

CONTRACTORS WHO ARE HAVING NO WORK LOAD BUT NOT TO BE ISSUED TENDERS ON ACCOUNT OF REASONS SUCH AS CONTRACT CANCELLED, DEFECTS NOT RECTIFIED, INVESTIGATION PENDING ETC

S	Name of the firm	Index No U.E.	Whether considered for handling more work load
1	2	3	
1	M/s Villayati Ram Mittal Pvt Ltd	SS-02 (**Now removed**)	**No, Contract cancelled**
2	M/s Mool chand & Co Contractors Pvt Ltd	SS-4 (**Enlistment not renewed**)	**No, Contract cancelled**
3	M/s Suraj Infrastructure	SS-18 (**old**)	**No, Contract cancelled**
4	M/s Silppi Realtors & Contractors Pvt Ltd	SS-25 (**old**) (**Enlistment not renewed**)	**No, Defects not rectified & Contract cancelled**
5	M/s Ober Construction Co Pvt Ltd	SS-34 (**Removed from approved**)	**No, Contract cancelled**
6	M/s Shelter Infra Projects Ltd (Formerly M/s CCAP Limited)	SS-49 (**Enlistment not renewed**)	**No, Contract cancelled**
7	M/s B R Arora & Associates (P) Ltd	SS-57 (**Enlistment not renewed and CBI Case**)	**No, Contract cancelled**
8	M/s Reacon Engineers (India) Pvt Ltd	SS-65 (**Enlistment not renewed**)	**No, Contract cancelled**
9	M/s Surface Tech (India) Pvt Ltd	SS-73 (**Enlistment not renewed**)	**No, Contract cancelled**
10	M/s Apex Encon Project Pvt Ltd	SS-82 (**Enlistment not renewed**)	**No, Contract cancelled**
11	M/s Haigreeva Infratech Projects Ltd	SS-84 (**Enlistment not renewed**)	**No, Contract cancelled**
12	M/s JKS Construction Pvt Ltd	SS-88 (**Enlistment not renewed**)	**No, Contract cancelled**
13	M/s Pingle Builders Pvt Ltd	SS-90 (**Enlistment not renewed**)	**No, Contract cancelled**
14	M/s KRR Infra Projects (P) Ltd	SS-93 (**Removed**)	**No, Contract cancelled**
15	M/s NKG Infrastructure Ltd	SS-95 (**Removed**)	**No, Defects not rectified**
16	M/s Relcon Infra Projects	SS-96 (**Enlistment not renewed**)	**No, Defects not rectified & Contract cancelled**
17	M/s Marg Ltd	SS-102 (**Enlistment not renewed**)	**No, Contract cancelled & Defects not rectified**
18	M/s Sharma Kalypso Pvt Ltd (Formerly known as Paus Infra Pvt Ltd)	SS-104 (**Enlistment not renewed**)	**No, Contract cancelled**
19	M/s GVR Infra Projects (P) Ltd	SS-106 (**Enlistment not renewed**)	**No, Contract cancelled**
20	M/s Das Offshore Engg Pvt Ltd	SS-144	**No, Contract cancelled**
21	M/s Sree Venkateswara Road Constructions Pvt Ltd	SS-153	**No, Contract cancelled**
22	M/s AYG Reality Pvt Ltd	U/E	**No, Contract cancelled**
23	M/s IVRCL Ltd	U/E	**No, Contract cancelled**
24	M/s LOGOS Construction Pvt Ltd	U/E	**No, Contract cancelled**



1	2	3	
25	M/s Raj Sekhar Constrn Pvt Ltd	U/E	**No, Contract cancelled**
26	M/s JRA Infratech	U/E	**1. No , Contract Cancelled. 2. Contractor submitted fake documents during bidding. Action for banning in hand by CE Eastern Command**
27	M/s Unity Infra Projects Ltd	U/E	**No, Defective work**
28	M/s Tung Builders Pvt Ltd	U/E	**No, Contract cancelled**
29	M/s Vijeta Project & Infrastructure	U/E	**No, Contract cancelled**
30	M/s Sainath Enterprises Pvt Ltd	U/E	**No, Contract cancelled**
31	M/s MFAR Constructions Pvt Ltd	UE	**No, Contract cancelled**
32	M/s Dhoot Developers Ltd M/s Bengal Silver Spring Projects Ltd (JV)	UE	**No, Contracts cancelled**
33	M/s DSC Ltd	U/E	**No, Contracts cancelled**
34	M/s Supreme Infrastructure India Ltd	UE	**No, Contracts cancelled**
35	M/s Indu Projects Ltd	U/E	**No, Contracts cancelled**
36	M/s Omaxe Infrastructure and Constructions Ltd	UE	**No, Contracts cancelled**
37	M/s Nidhi Builders(I) Pvt Ltd	UE	**No, Contracts cancelled**
38	M/s Girna Infra Projects Pvt Ltd (JV) M/s Pawar Patkar Construction Pvt Ltd	UE	**No, Contracts cancelled**
39	M/s Krystal Vision Projects Pvt Ltd (JV)	UE	**No, Contract cancelled & Defects not rectified.**
40	M/s Dadheech Infrastruccture Ltd	UE	**No, Contract cancelled**
41	M/s United Constructions	UE	**No, Contract cancelled & Defects not rectified.**
42	M/s Simplex Infrastructure Ltd	UE	**No, Contract cancelled**
43	M/s RCC IVL- LITL (JV)	UE	**No, Defects not rectified**
44	M/s MC Nally Bharat Engineering Construction Pvt Ltd	UE	**No, Insolvancy proceedings commenced against the firm.**
45	M/s IDEB Construction Pvt Ltd	UE	**No, Contract cancelled**
46	M/s Janapriya Engineers Syndicate Ltd	UE	**No, Contract cancelled**
47	M/s Godavari Project (JV) M/s Parkash Constrowell Ltd Nasik M/s Pawar Patkar M/s DS Contractor Associate Pvt Ltd.	UE	**No, Contract cancelled**
48	M/s Achanak Associates	UE	**No, Contract cancelled**
49	M/s Patil Construction	UE	**No, Contract cancelled**
50	M/s Ashoka Industries	UE	**No, Contract cancelled**
51	M/s Multition Equipment	UE	**No, Contract cancelled**
52	M/s Jessop & Co. Ltd	UE	**No, Contract cancelled**
53	M/s Continental Construction Ltd	UE	**No, Contract cancelled**

Appendix 'D'

1	2	3	
54	M/s Consulting Engineering Services (India) Private Ltd	UE	**No, Contract cancelled**
55	M/s Melo Enterprises	UE	**No, Contract Cancelled**
56	M/s Tarmat Ltd	UE	**No, Contract Cancelled**
57	M/s Mittal Construction Unit	UE	**No, Contract Cancelled**
58	M/s Purna kumar Subba (Limboo)	UE	**No, Contract Cancelled**

Appx 'E'

HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

S.B. Civil Writ Petition No. 3207/2024

M/s Inderjit Mehta Constructions Private Limited, Through Its Director Amarjit Mehta S/o Shri Inderjit Mehta, Aged About 58 Years, Having Its Corporate Office At 5P, Hamilton Court Road, Sector-27, Gurugram - 122009 (Haryana).

----Petitioner

Versus

1. Union Of India, Through Secretary To The Ministry Of Defence, New Delhi.
2. Engineer-In-Chief, Military Engineer Services, Kashmir House, New Delhi.
3. Command Chief Engineer (Hq), Mes, Southern Command, Pune Maharashtra.
4. Chief Engineer (Hq), Jodhpur Zone, Echs Complex, Opp. Military Hospital, Jodhpur.
5. Commander Works Engineer (Hq), Jaisalmer.
6. Garrison Engineer (Army), Jaisalmer.

----Respondents

For Petitioner(s) : Mr. Himanshu Choudhary

HON'BLE DR. JUSTICE NUPUR BHATI

Order

01/03/2024

1. Learned counsel for the petitioner submits that as per the work order, the petitioner-company had completed the work on 14.09.2012, whereafter, the respondents finalized the bill of the petitioner-company. He further submits that as per Clause 46 of the General Clause Conditions, the Defect Liability Period (DLP) for the petitioner-company was only to the extent of one year from the date of completion of the work, the relevant part of Clause 46 is reproduced hereunder :-

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"MES officers concern with the contract shall have power at any time to inspect and examination any part of the work and the contractor shall give such facilities as may require to be given inspection and examination should the G.E. consider, at any time during the construction or reconstruction or prior expiration of period of a twelve calendar months after the works have been handed over too government (hereinafter referred to as 'the defect liability period') that any work has been executed with unsound, imperfect unskilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect whereof the decision of G.E. shall be final and binding) the contractor shall, on demand in writing from the G.E. specifying the fault notwithstanding the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at this own expense, and in the event of his failing to do so within a period to be specified by the G.E. in his demand aforesaid, the G.E. may carry out the work by other means at the risk and expenses in al respect of the contractor. Provided always that the liability of the contractor under this condition shall not extent beyond the defect liability period except as regard workmanship which the G.E. shall have previously given notice to the contractor to rectify."

2. Learned counsel for the petitioner submits that the respondents issued a show cause notice to the petitioner-company on 23.10.2023, wherein, it was pointed out that the structure constructed by the petitioner-company is having major structural defects within ten years of completion of work and an explanation was sought from the petitioner-company. The petitioner-company gave a detailed reply to the said notice, however, on 04.12.2023, the respondents have issued a communication while directing that the petitioner-company would not be considered for further issuance of tender till rectification of structural defects to the entire satisfaction of the department. Learned counsel for the petitioner submits that as per Clause 46, once the Defect Liability Period (DLP) of one year has expired on 14.09.2013, then the

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petitioner-company cannot be compelled to remove the structural defects, if any.

2. Issue notice. Issue notice of stay application also, rule is made returnable within four weeks.

4. In the meanwhile, the petitioner-company shall be permitted to take part in ensuing tender process(es) while not refraining the petitioner from being considered for further issuance of tender till rectification of structural defects.

5. In case, petitioner's technical bid is found to be in order, its financial bid shall also be considered, but the contract shall not be finalized in its favour if petitioner is found to be a successful bidder, without the leave of the Court.

6. Petitioner's participation in the future tender process(es) shall be provisional and the same shall remain subject to outcome of the present writ petition.

7. Connect with SBCWP No.453/2024, as prayed.

(DR. NUPUR BHATI),J

surabhi/270-

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Appx 'F'

$~96

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

\+ W.P.(C) 5548/2025 and CM APPL.25282/2025 (Stay)

KEC INTERNATIONAL LIMITED .....Petitioner

Through: Mr. Jayant Bhushan (Sr. Adv) along with Mr. Gaurav Tanwar, Ms. Shreya Jain, Mr. Yojit Mehra, Advs.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Mr. Rajesh Gogna (CGSC) along with Ms. Priya Singh (GP) and Ms. Rebina Kai, Advs. for R1
Ms. Mala Narayan, Mr. Shashwat Goel, Ms. Isha Rey, Advs.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% 29.04.2025

CM APPL.25283/2025 *(Exemption)*

1. Allowed, subject to all just exceptions.

2. The application stands disposed of.

W.P.(C) 5548/2025 and CM APPL.25282/2025 *(Stay)*

3. The present petition has been filed by the petitioner, *inter alia*, praying as under –

> *"a) Allow the present Writ Petition and issue any writ, order or direction in the nature of certiorari and/or mandamus and/or any other appropriate writ, order or direction in the nature thereof, quashing/ modifying the Impugned Work Load Return for the quarter ending December 2024 issued by Respondents, qua the Petitioner at Serial No. 5 dated 19.02.2025, wherein the Petitioner has been adversely remarked thereby debarring the Petitioner from participating in any further tender*

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b) Allow the present Writ Petition and issue any writ, order or direction in the nature of certiorari and/or mandamus and/or any other appropriate writ, order or direction in the nature thereof, that no further adverse remark be published against the Petitioner in subsequent WLRs under the same contract i.e. CA No: DDG & CE (V) / 01 of 2022-23."

4. The background of the matter is that the petitioner, KEC International Limited, participated in a tender issued by the Military Engineer Services (MES) for the construction of married accommodation for senior sailors and associated services (under WP-03) at Naval Station Rambeli, near Visakhapatnam. Pursuant to its successful bid, the petitioner was issued a Letter of Acceptance dated 31.05.2022, and a formal Contract Agreement bearing CA No: DDG & CE (V) / 01 of 2022-23 was executed between the petitioner and MES. The total contract value was ₹71,83,13,186/-. As per Work Order No. 1 dated 04.07.2022, the project was divided into two phases, Phase-I to be completed by 04.07.2023, and Phase-II by 04.07.2024.

5. It is submitted that during the execution of the project, several unforeseen and uncontrollable impediments, such as acute labour shortages due to the remote location and lack of public transport and basic infrastructure (medical facilities, motorable roads), restrictive changes in the process for securing labour entry and exit at the work site by respondent no. 3., financial hardship from delayed payments and withheld RA bills, procedural delays by respondents, including non-approval of AAC blocks, delayed deviation orders, non-finalisation of plinth levels, and lack of coordination, significantly impacted progress.

6. It is submitted that acknowledging the issues raised by the petitioner, including labour shortages and logistical and administrative delays, respondent no. 3, *vide* letter dated 17.09.2024, granted an extension of time

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for completion of the project. Phase-I was extended to 31.01.2025 and Phase-II to 04.06.2025.

7. Subsequently, the respondent no. 2, *vide* letter dated 28.11.2024, directed the petitioner to accelerate the work. This was shortly followed by a Show Cause Notice (SCN) dated 11.12.2024 calling upon the petitioner to explain why it should not be banned from participating in future tenders. It is submitted that the said notice was issued in complete disregard of the uncontrollable delays previously acknowledged by MES itself.

8. The petitioner submitted a response to the said SCN on 24.12.2024. However, on the same day, the respondents issued another direction to expedite work.

9. Thereafter, a meeting was convened on 21.01.2025 between petitioner and respondent no. 3 to address labour issues and logistical difficulties. The petitioner reiterated all concerns, including site remoteness and procedural restrictions. Nevertheless, the respondents, *vide* letter dated 18.02.2025, once again focused solely on delays in execution without addressing the root causes.

10. It is submitted that despite the respondents' own extension, they recorded adverse remarks against the petitioner in the Work Load Return (WLR) for the quarter ending December 2024. It is submitted that these remarks effectively debarred the petitioner from future tender participation. The petitioner submitted a detailed letter dated 25.02.2025 challenging these remarks and reiterating the systemic issues, followed by another

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communication dated 13.03.2025 emphasizing the severe financial and logistical hardships caused by the respondents' own actions.

11. Being aggrieved of the adverse remarks made in the December 2024 WLR, the petitioner has approached this Court by way of the present petition.

12. During the course of hearing, attention has been drawn to the fact that the petitioner had earlier faced similar adverse remarks in the WLRs for the quarters ending March and June 2024, in respect of other projects. The petitioner has challenged these actions by filing W.P.(C) No. 15158/2024 titled "*KEC International Limited v. Union of India & Ors.*" and W.P.(C) 16464/2024 titled "*KEC International Limited v. Union of India & Anr.*"

13. It is noted that this Court, in the said cases, recognizing the prima facie merit of the petitioner's case, granted an interim stay, directing the deletion of the petitioner's name from the impugned WLR.

14. Relevant portion of the order dated 28.10.2024 passed in W.P.(C) No. 15158/2024, *KEC International Limited v. Union of India & Ors.* is reproduced as under –

> *7. In light of the above, it is argued that since the Respondents have themselves agreed to grant extensions to the Petitioner for completion WRL contractors, the adverse remark against him, to the effect of "slow work progress" is untenable. The impugned listing would severely prejudice the Petitioner's rights to participate in any future tenders of MES. Reliance is also placed on the judgments of Supreme Court in Blue Dreamz Advertising Pvt. Ltd. & Anr. v. Kolkata Municipal Corporation & Ors. and Kulja Industries Limited v. Chief General Manager, Western Telecom Project Bharat Sanchar Nigam Limited & Ors.*
>
> *8. Having considered the aforenoted circumstances, in the opinion of the Court, Petitioner has made a prima facie case. Till the next date of*

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hearing, the impugned communication dated 02nd August, 2024, shall remain stayed. The Respondents are directed to delete the Petitioner's name from the published list of WLR for the quarter ending March 2024.

15. Relevant portion of the order dated 28.11.2024 passed in W.P.(C) 16464/2024 titled *KEC International Limited v. Union of India & Anr* is reproduced as under –

> *"6. Considering the facts of the case as well as the submissions of the parties, this Court through order dated 28th October, 2024, issued interim directions directing the stay of the communication dated 02nd August, 2024 regarding the WLR for quarter ending March 2024.*
>
> *7. However, now, through the impugned communication dated 22nd October, 2024, the Petitioner's name has been shown in the WLR for quarter ending June 2024. In the list, there is an adverse remark against the Petitioner to the effect "slow progress".*
>
> *8. It is noted that, in the instant writ petition, the grounds and contentions raised for challenging the impugned communication are analogous to the ones considered by the Court in W.P.(C) 15158/2024 while passing the aforenoted interim order dated 28th October, 2024.*
>
> *9. Therefore, considering the facts and contentions urged in the present petition as well as the fact that the Court has granted relief to the Petitioner in a similarly situated earlier case, in the opinion of the Court, Petitioner has made a prima facie case for grant of interim stay. Accordingly, till the next date of hearing, the impugned communication dated 22nd October, 2024, shall remain stayed. The Respondents are directed to delete the Petitioner's name from the published list of WLR for the quarter ending June 2024."*

16. Issue notice.

17. Learned counsel, as aforesaid, accepts notice on behalf of the respondents.

18. Let reply, if any, be filed within a period of six weeks from today. Rejoinder thereto, if any, be filed within a period of four weeks thereafter.

19. Meanwhile, Impugned Work Load Return for the quarter ending

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December 2024 issued by respondents, qua the petitioner at Serial No. 5 dated 19.02.2025 shall remain stayed till the next date of hearing

20. List on 03.09.2025 along with W.P.(C) No. 15158/2024 and W.P.(C) 16464/2024.

SACHIN DATTA, J

APRIL 29, 2025/*sv*

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Appx 'G'

IN THE HIGH COURT AT CALCUTTA
[CIRCUIT BENCH AT PORT BLAIR]
***

WPA/300/2024

Surendra Infrastructure Private Limited

Vs.

Engineer-in-Chief Branch and others

Mr. Md.Tabraiz ... for the petitioner

Mr. V.D.Sivabalan ... for the respondents

June 21, 2024
[SR]
Item Nos.14

Learned counsel for the petitioner has made out a strong *prima facie* case for hearing the writ petition on merits. The petitioner, classified as an enlisted contractor of the category of Super Special Class, having considerable expertise in its field of work, was engaged for completing an incomplete work of construction in respect of a Defence school.

Learned counsel for the petitioner points out from the annexures to the writ petition that at every stage there was a provision for scrutiny which was exercised by the respondent authorities. The entire work was done, upon a scrutiny being effected by the respondent authorities and/or representatives at every stage, strictly in terms of the plan supplied by the respondent authorities.

After completion of the work, satisfactory completion certificate was issued and the bills of the petitioner were paid substantially, apart from in respect of subsequent further works. The defect liability period was also over, when a 'Chajja' (eaves) of the school building collapsed. The respondent authorities gave a show cause notice to the petitioner, to which a reply was given by

the petitioner. However, despite the petitioner having approached the authorities on several occasions, neither any hearing was given to the petitioner nor any decision was taken on the show cause notice.

In fact, the petitioner wrote to the respondent authority in the reply giving adequate reasons as to why the 'Chhajja' (eaves) might have been broken, which was not a defect in the 'Chhajja' (eaves) itself but could be traced otherwise, apparently to the architecture plan for which the petitioner was not responsible.

The report obtained by the petitioner from an independent expert organization of repute in the field also corroborated such stand of the petitioner.

Apart from the show cause notice having not been proceeded with further, a 'Board of Officers' was constituted by the respondent authority but no inspection or meeting was held at any point of time by the Board of Officers, nor any notice was given by the said Board of Officers to the petitioner regarding any such proposed inspection.

Thirdly, a tender has been issued by the respondent authorities for consultancy services for carrying out structural inspection for primary and secondary wings of the said Defence School, apparently to explore the plausible reason for the collapse of the 'Chhajja' (eaves).

Hence, the respondent authorities have opened up three fronts for ascertaining the reasons of the accident - first, the issuance of the show cause notice, second, the appointment of a Board of Officers and thirdly, floating a tender for appointment of consultancy services to carry out structural inspection - none of which has culminated as yet. Before such exercise being taken to its logical culmination and/or giving any hearing to the petitioner, however, by

an endorsement in a communication dated June 12, 2024, it was observed that the SS (Super Special) Class contractors mentioned in the list enclosed therewith were not considered capable of handling more load.

In fact, it is submitted that subsequently in a different tender floated by the respondent authorities, the petitioner was considered to be technically ineligible due to such adverse endorsement against the petitioner.

It is submitted that the adverse endorsement is completely violative of principles of natural justice and *audi alterm partem* in particular.

Learned counsel for the respondents submits that in the communication dated June 12, 2024 annexed at page 98, the concerned authorities have left it open for the contractors having grievance against the same to approach the concerned Accepting Officer for change/amendment to the remarks about their performance. It is submitted that in view of such availability of alternative remedy, which has been universally opened up for all contractors against whom such allegation is made, the present writ petition ought not to be entertained.

Moreover, learned counsel for the respondents also seeks to file an affidavit-in-opposition to controvert the allegations made in the writ petition.

On a bare consideration of the alternative remedy plea of the respondents, it transpires that the same is merely the whim of the respondent authorities, not being provided as an alternative forum in the agreement between the parties at any point of time.

Hence, mere advice of the respondents for aggrieved contractors to approach the concerned Accepting Officer does not, by

any stretch of imagination, operate as an alternative remedy worth the name.

I find from the records and from the discussions as narrated above that a sufficiently strong prima facie case has been made out by the petitioner for the purpose of setting aside the impugned endorsement castigating the petitioner as incapable for handling more load, without giving opportunity of hearing to the petitioner.

The writ petition is thus required to be heard on merits on the above issues.

Accordingly, the respondents shall file their affidavit-in-opposition within four weeks from date. Reply, if any, shall be filed within two weeks thereafter.

Liberty is given to the parties to mention the matter before the appropriate Bench in the Circuit succeeding the aforesaid time-frame for enlistment for the purpose of hearing.

There shall be stay of operation of the order declaring that the endorsement made in the workload return vide letter dated June 12, 2024 as well as of the endorsement to the effect that the present petitioner is incapable of handling more load till the disposal of the writ petition.

It is reiterated that the above stay order shall operate only insofar as the present petitioner no.1 company is concerned.

(Sabyasachi Bhattacharyya, J.)

Appx 'H'

Court No. - 2

Case :- WRIT - C No. - 2200 of 2025

Petitioner :- M/S Akrati Technimont Ltd. Thru. Director Sanjeev Mittal
Respondent :- Union Of India Thru. Secy. Ministry Of Defence New Delhi And 5 Others
Counsel for Petitioner :- Ashish Kumar Singh
Counsel for Respondent :- A.S.G.I.

Hon'ble Rajan Roy,J.
Hon'ble Om Prakash Shukla,J.

1. Two supplementary affidavits on behalf of petitioner filed today in Court are taken on record.

2. Heard Mr. S.C. Mishra, learned Senior Advocate assisted by Mr. Ashish Kumar Singh, learned counsel appearing for the petitioner and Mr. S.B. Pandey, learned Senior Advocate and Deputy Solicitor General of India assisted by Mr. Varun Pandey, learned counsel for the opposite parties.

3. The facts, in brief, are that the petitioner entered into a contract with the opposite parties for construction of an Army School, in that context the opposite party no. 4 required petitioner to do some roof treatment work and also work relating to acoustics, however, the petitioner claimed that this was not part of the contract, but, on account of insistence of the concerned opposite parties the petitioner approached the Independent External Monitors (IEM) raising a grievance in this regard, as, it was a forum provided in the contract itself for dispute resolution. The said IEM passed an order on 24.01.2025 noticing the contentions of rival parties to the contract, but, opining that as the contractor has already invoked remedy before the Dispute Resolution Board (DRB), therefore, the said DRB shall hear the case expeditiously and decide the matter within four weeks. In case, any party is not satisfied with decision of DRB, they can take further action as per the contract provisions. After the decision of DRB, the contractor may again approach IEMs if there are any grievances left. Further, regarding the additional works, the IEM opined that the same shall be measured and paid. Now, the DRB is seized with the aforesaid dispute and a date was fixed as 20/21.02.2025 for hearing in the matter before which the pleadings, etc. were to be completed by the parties.

appearing for the petitioner is that the pleadings were completed by the petitioner by 18.02.2025, but, the opposite party no. 4 which has issued the impugned show cause notice did not file a reply and sought time which was granted till 01.03.2025, but, the said reply was not filed by the opposite party no. 4 even till 01.03.2025, therefore, the matter has been adjourned by the DRB indefinitely and during its pendency the opposite party no. 4, who on the one hand is not filing his reply before the DRB so as to facilitate expeditious disposal of the dispute in terms of the contract, has issued a show cause notice to the petitioner *malafide* asking the petitioner to show cause as to why he should not be banned for further tenders for non-performance of the two works i.e. the very two works which are the subject matter of the dispute before the DRB which is a remedy prescribed in the contract itself. It is also informed that the petitioner completed the construction of the school and handed it over on 24.02.2025. It is also stated that the opposite parties themselves granted another contract to the petitioner on 26.11.2024, therefore, obviously they are otherwise satisfied with the work being performed by the petitioner.

5. On being confronted, Mr. Pandey submitted that he will have to seek instructions in this regard.

6. As regards the contention of Mr. Pandey that it is only a show cause notice, therefore, the petitioner should file a response, we do not accept this plea, at this stage, for the reason, *prima facie*, it appears that a dispute which is the subject matter of the show cause notice is pending consideration before the DRB in terms of the directions of the high level body i.e. IEM and it is the case of the petitioner that opposite party no. 4 who has issued the impugned notice has himself required to file a reply before the Board but has not filed it till date, therefore, we cannot possibly permit such an action where on the one hand the dispute is pending in which the allegation is of non-cooperation by the opposite party no. 4 and on the other hand in respect of the same subject matter the opposite party no. 4 proposes to proceed against the petitioner to ban it from future tenders.

7. Let a counter affidavit be filed in the matter within three weeks. Rejoinder affidavit, if any, may be filed within one week thereafter.

9. In the meantime, in view of the facts noticed above, it is provided that the impugned show cause notice shall remain stayed and shall be subject to decision, if any, taken by the Dispute Resolution Board.

10. We further direct the opposite party no. 4 or whosoever is responsible in this regard to submit his reply, etc. if it is to be submitted before the Board at the earliest, say, within 15 days thereafter the Board shall resolve the matter as per the contract and the jurisdiction vested in it within the next three weeks. The parties are expected to cooperate in the matter before D.R.B.

[Om Prakash Shukla, J.] [Rajan Roy, J.]

Order Date :- 5.3.2025
Santosh/-



Appx 'J'

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

\+ W.P.(C) 8739/2025, CM APPL. 37353/2025

MM SHAWL ENGINEERS CONTRACTOR PVT LTD. .....Petitioner

Through: Mr. Pradeep Chhindra, Mr. Rohitashva Kamal, Mr. Parth Dhawan, Mr. Devarshi, Advs.

versus

UNION OF INDIA & ANR. .....Respondents

Through: Mr. Vikram Jetly (CGSC) along with Ms. Shreya Jetly, Adv.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **01.07.2025**

CM APPL. 37354/2025 (Exemption)

1. Allowed, subject to all just exceptions.

2. The application stands disposed of.

W.P.(C) 8739/2025

3. The present petition assails a communication dated 06.06.2025 bearing No. 66546/SS/R-2/QEMARCH 2025/39/E8, titled as the "Work Load Return of "SS Class" Contractors and Unenlisted Contractors Having Work Load More Than 15 Crores for QE MAR 2025" (hereinafter '*the impugned order*') issued by the Director (Contracts) for Engineer in Chief, Military Engineer Services, Directorate of Contract Management (respondent no.1).

4. The petitioner is a 'SS Class' contractor engaged in construction for the Military Engineer Services (MES).

5. The background to the present petition is that a Notice Inviting

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CE (A/C) GANDHINAGAR (E-8)

Chief Engineer	
Dir (Contracts)	
Jt Dir (Contracts)	
Dir (Contracts)	
Dir (Contracts)	
(Contracts)	

Tender (NIT) dated 11.10.2018 was floated by the Military Engineer Services for the "widening / resurfacing and associated works for Aircraft dispersal and functional over law of runway and construction of additional link at both the ends of runway and widening of 'L' at airport station Bhuj" for Rs. 41.42 Crores and scheduled to be completed within a period of 25 months.

6. *Vide* letter of award dated 01.02.2019 issued by the respondent no.2, the petitioner's bid came to be accepted. Thereafter, an amended work order dated 26.04.2019 (appended as Annexure P-5 to the present petition) came to be issued stating the period and dates of completion of the contract work.

7. On 06.06.2025, the impugned order came to be issued by the respondent no.1 containing a list of "SS Class" contractors having work load more than 15 crores for the quarter ending March, 2025. The petitioner's name has been set out at serial no.20 of a list of contractors "who are having no work load but not to be issued tenders on account of reasons such as contract cancelled, defects not rectified, investigation pending etc". The said list has been attached as Appendix 'D' along with the impugned order. In the said list, the remarks "no, defects not rectified" are specifically reflected against the name of the petitioner.

8. Learned counsel for the petitioner has strenuously canvassed three aspects for assailing the impugned order. Firstly, it is submitted that the impugned order which seeks to interdict award of any tenders to the petitioner, has been issued in respect of the quarter ending in March, 2025. It is submitted that for the said quarter, there is no deficiency whatsoever on the part of the petitioner, nor has the petitioner been served with any show cause notice or communication requiring it to perform any work or remove

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any defects in the said quarter.

9. Secondly, it is submitted that a show cause notice was previously issued by the Chief Engineer (Airforce), Military Engineer Services (respondent no.2) to the petitioner on 08.10.2024 making various allegations. It is submitted that the said show cause notice was duly responded to by the petitioner *vide* reply dated 11.10.2024. It is submitted that the said Show Cause Notice was issued by the Chief Engineer, Air Force, Military Engineer Services at Gandhinagar, Gujarat.

10. It is submitted that no follow up action was taken pursuant to the said show cause notice since the matter apparently stood resolved pursuant to submission of the petitioner's reply on 11.10.2024.

11. It is submitted that in the circumstances, there was no occasion to make the negative remarks *qua* the petitioner in the impugned order issued approximately more than 10 months later on 06.06.2025.

12. Lastly, it is submitted that the remarks against the petitioner contained in the impugned order have the impact of blacklisting the petitioner and the same has been done without issuing any prior show cause notice and without affording an opportunity of hearing to the petitioner. It is submitted that the same is in contravention of judgment of the Supreme Court in ***Gorkha Security Services v. Government (NCT of Delhi)***, (2014) 9 SCC 105.

13. It is further submitted that even according to the respondent, the petitioner has been accused of breach of contract and in terms of the judgment of the Supreme Court in ***Techno Print v. Chattisgarh Textbook Corporation and Another*** 2025 SCC OnLine SC 343, the allegations are not of such a nature so as to visit the petitioner with the extreme measure of

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debarment or blacklisting.

14. Importantly, it is submitted by the learned counsel for the petitioner, on instructions, that without prejudice to its rights and contentions, the petitioner is committed to and will take immediate expeditious steps to remove the defects with which the respondents are aggrieved *inter alia* the defects in the flexible portion of the concerned runway (Main Runway) as also defects in the rigid portion of the runway (New Main Dispersal).

15. It is assured and undertaken that the petitioner shall take urgent steps to ensure that all the outstanding defects which may be pointed out by the respondents are duly repaired/ rectified expeditiously.

16. Issue notice.

17. Learned counsel, as aforesaid, accepts notice on behalf of the respondents.

18. Let reply, if any, be filed within a period of four weeks from today. Rejoinder thereto, if any, be filed within a period of two weeks thereafter.

19. Learned Standing Counsel for the respondents strongly refutes the contentions raised on behalf of the petitioner. It is submitted that the petitioner has omitted to rectify the defects even though the same have been pointed out to the petitioner time and again, not only during the defect liability period and but even thereafter.

20. Be that as it may, considering the aforesaid legal contentions raised by the petitioner and taking note of the aforesaid undertaking of the petitioner to forthwith rectify all the outstanding defects in respect of the work in question, it is directed that the impugned entries/ remarks in the impugned order dated 06.06.2025 shall remain stayed till the next date of hearing. Consequently, the petitioner shall not be treated as

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debarred/blacklisted for any purpose.

21. List on 08.10.2025.

22. Order *dasti*.

JULY 1, 2025/uk

SACHIN DATTA, J

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Appx 'K'

S-3

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P.(C) 2859/2025

M/S KENGE CONSTRUCTION CO ....Petitioner

Through: Mr. Shashank Garg, Sr. Adv., Ms. Kanika Singh, Ms. Aradhya Chaturvedi, Mr. Nikhi Saini and Mr. Ananyay, Advs.

versus

UOI AND ORS ....Respondents

Through: Mr. Vikram Jetly, CGSC, Ms Shreya Jetly, Advs. and Mr. Chetan Jadon, GP for R-1, 2 and 3.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

ORDER
10.03.2025

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CM APPL. 13580/2025 (Exemption)

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

W.P.(C) 2859/2025 and CM APPL. 13581/2025 (Stay)

3. By way of the present petition, the petitioner assails the respondent no. 3's communications bearing No. 66546/SS/R-2/QE/SEP/2024/37/ES dated 16.12.2024 and bearing No. 66546/SS/R-2/QEDEC2024-19/ES dated 19.02.2025, to the extent that the petitioner has been given adverse remarks ["No, slow progress"], in the "work load return" issued by the respondent no. 3.

4. Briefly, the submissions have been made by learned senior counsel for the petitioner

5 Firstly, it is contended that the impugned communications are in the nature of a blacklisting / debarring order inasmuch they render the petitioner ineligible from participating in all other tenders / work of the respondents. This is on account of the fact that all tenders of respondents prescribe, as an eligibility condition, that the intending tenderer (seller / bidder) should not have adverse remarks in a "work load return" issued by the concerned employer. As such, it is contended that the impugned communication will result in civil and commercial death of the petitioner. He contends that if at all such adverse remarks were sought to made against the petitioner, the same should have been preceded by an opportunity of hearing and compliance with the principles of natural justice, which has not been done in the present case.

6 Secondly, it is contended that the allegation of 'slow progress' against the petitioner are factually unwarranted. It is submitted that the circumstances which occasioned slow progress in respect of the work in question, have been set out by the petitioner in communication dated 29.11.2024 in response to the Show Cause Notices (SCNs), issued by the concerned contractual authorities.

7 It is pointed out that the SCNs are premised on the basis that the site in question was handed over to the petitioner on 24.05.2023 whereas it is borne out from the record that the actual date of handing over the site is 08.11.2023. This is evident from an extract of the site order book, which is filed as Annexure-P5 to the present petition.

8 Thirdly, it is contended that the SCNs which form the basis of the impugned communications, are yet to be adjudicated upon by the respondents.

9 It is submitted that no communication has been received by the

petitioner pursuant to the elaborate responses sent by the petitioner in respective to the SCNs issued to it. As such, it is completely unwarranted to make any adverse observations against the petitioner, when the response of the petitioner to the SCNs is pending consideration.

10. Issue notice.

11. Learned counsel, as aforesaid, accepts notice on behalf of the respondents.

12. Let reply be filed within a period of four weeks. Rejoinder thereto, if any, be filed within two weeks thereafter.

13. In view of the aforesaid circumstances, there shall be a stay of the respondent no.1's communication bearing No.66546/SS/R-2/QE/SEP 2024-25/ER dated 10.12.2024 and 66546/SS/X-2/QEDEC2024-19/E8 dated 9.02.2025 to the extent that the petitioner has been given the remarks "No/slow progress" in the "work load return list" issued by the respondents against the petitioner in Entry No.7 in Appendix-B of impugned order dated 19.02.2025 and Entry No.8 in Appendix-B of impugned order dated 16.12.2024.

14. Needless to say, this order shall not be construed as interdicting either of the parties from availing appropriate contractual remedies, in accordance with law.

15. List on 22.08.2025.

MARCH 10, 2025

SACHIN DATTA, J