(2024) 08 DEL CK 0119

Delhi High Court

Case No: Letters Patent Appeal No. 676 Of 2024, Civil Miscellaneous Application Nos. 42149, 42150, 42151, 42152 Of 2024

SA Infrastructure Consultants Pvt Ltd		APPELLANT
	Vs	
National Highway Authority Of India		RESPONDENT

Date of Decision: Aug. 23, 2024

Acts Referred:

- Constitution of India, 1950 - Article 12, 226

Hon'ble Judges: Manmohan, ACJ; Tushar Rao Gedela, J

Bench: Division Bench

Advocate: Sandeep Sethi, Nishtha Kaura, Tanushvi Singh, Sumer Dev Seth, Riya Kumar, Vinayak Gupta, Manish K Bishnoi, Khubaib Shakeel, Pallavi Singh

Final Decision: Dismissed

Judgement

Tushar Rao Gedela, J

1. Present appeal has been preferred under Clause X of the Letters Patent Act, 1866, assailing the judgment dated 9th July, 2024, passed by the learned Single Judge of this Court in W.P.(C) 4181/2024 titled "**SA Infrastructures Consultants Private Limited v. National Highways Authority of India**" filed by the appellant, whereby the learned Single Judge has dismissed the underlying writ petition and upheld the Debarment Letter dated 11th March, 2024, issued by the Respondent debarring the Appellant for a period of three months and imposing a penalty of Rs. 20,00,000/-(Rupees Twenty Lakhs).

2. The facts necessary and germane to the present lis are as under:-

a.) That the respondent/NHAI issued the Letter of Award to the Appellant for preparing Detailed Project Reports for two projects namely Satwari and Pehowa under Bharatmala Pariyojana initially. Thereafter, the Respondent changed the scope of services of the Appellant to prepare Detailed Project Report (for short "DPR") for two more projects i.e. Shahbad-Thol and Ludhiana-Ropar. The present dispute is with regard to one project i.e. Shahbad-Thol. As part of consultancy work, the appellant was required to prepare a draft of the Concession Agreement which was to be signed by respondent/NHAI with the Contractor who would eventually execute the project work.

b.) On 24th September, 2021, the Respondent shared the draft format of Technical Schedule(s) A to Schedule D via email, which was duly replied to by the appellant on 29th December, 2021, & subsequently, on 29th January, 2022, Appellant shared the draft DPR to the Respondent to which the Respondent provided certain verbal suggestions which were also incorporated in the draft DPR. Thereafter, the Appellant submitted the revised DPR to the Respondent after incorporating certain verbal suggestions provided by the respondent/NHAI, as alleged.

c.) The revised DPR was reviewed and duly approved by PATSC, Standing Finance Committee and Peer Reviewer on 1st February, 2022, 5th February, 2022 and 29th April, 2022 respectively. The Appellant also took note of the public comments received during the public consultation.

d.) Consequently on 20th December, 2022, after submissions of the revised DPRs, the Respondent issued the Request for Proposals (for short "RFP") and executed Concession Agreement for all projects. Finally, the Concession Agreement was executed between Respondent and M/s Ceigall India Limited. ("Concessionaire").

e.) It was averred that during implementation, various defects were noticed in the DPR having adverse financial implications for the Respondent/NHAI, as a result of which, a Show Cause Notice (for Short 'SCN') dated 25th October, 2023, was issued to the Appellant setting out the defaults clearly and the appellant was called upon to show why action of penalty and debarment be not taken against it. The appellant submitted its response vide reply dated 06th November, 2023. Thereafter, a personal hearing was granted by a committee comprising civil engineers/experts in highways construction works. Subsequent thereto, a Debarment/Blacklisting Order dated 11th March, 2024, was passed by respondent/NHAI debarring the Appellant for a period of 3 months from participating in the future works of NHAI while also imposing a penalty of Rs.20 Lakhs.

f.) Against the said debarment order, the appellant had preferred the underlying writ petition which was dismissed by the learned Single Judge vide impugned judgment dated 09th July, 2024, which is challenged before this Court by way of present appeal.

CONTENTIONS OF THE APPELLANT

3. Mr. Sandeep Sethi, learned senior counsel, challenged the issuance of a debarment letter dated 11th March, 2024, on the ground that it is based on issues which were not consistent with the charges leveled against the Appellant in the SCN dated 25th October, 2023. He submitted that the additional grounds forming part of the said debarment letter are at point 2(a) & (b) which is conspicuous by its absence in the said show cause notice. He submitted that it is trite that the letter/order imposing a penalty upon a party has to be consistent with the charges leveled in the show cause notice. He contended that in case there is any violation of the said principle, the letter/order imposing penalty is considered as violative of principles of natural justice. Consequently, such orders like the debarment letter dated 11th March, 2024, necessarily have to be set aside. He submitted that the principle that no party can be condemned unheard would also be attracted in the present case, inasmuch as the appellant was never provided an opportunity to meet the issue alleged in point 2(a) & (b). Thus, either way, the debarment letter/order dated 11th March, 2024 has to be quashed and set aside. He relied upon Para 9 of the judgement in **Ramlala vs State of UP, 2023 SCC Online (ALL) 2479** in support his aforesaid arguments.

4. Mr. Sethi, learned senior counsel referred to the debarment order dated 11th March 2024, to contend that the respondent NHAI had imposed a penalty upon the appellant by invoking the clause 7.3.1 mentioned in the Show Cause Notice, which was never part of the agreement with the appellant. He sought to draw the distinction between the Consultancy Agreement executed between the parties containing clause 7.3.1(i), regarding the Penalty Clause, which is substantially different from Clause 7.3.1 mentioned in the impugned SCN. He further contended it is apparent that the respondent could not have imposed any penalty which is based on a non-existent clause and on that score, the SCN being defective, cannot withstand the scrutiny of law.

5. Mr. Sethi , without admitting to the correctness or otherwise of the penalty imposed, strenuously contended that the debarment letter as also the impugned judgement, overlooked that the penalty imposed upon the Appellant is not as per the Consultancy Agreement in as much as the Clause 7.3.1 of the said agreement provides that penalty equivalent to 4% of the Contract Value shall be imposed, if there is variation in the project cost due to Change of Scope of more than 10% of the total project cost as estimated, attributable to the consultant. To clarify the contention, learned senior counsel referred to the Change of Scope (for short “CoS”) dated 29th February, 2024, amounting to Rs. 25.86 Crores, in contradistinction to the Project Cost of Rs. 684 Crores. He submitted that it is apparent that the CoS is not 10% of the Project Cost. Even on this score, he submitted that the imposition of penalty is contrary to the facts and also the terms of the Consultancy Agreement. Thus, according to him, the penalty of Rs. 20 Lakhs imposed upon the appellant needs to be set aside.

6. Learned senior counsel for the appellant submitted that the learned Single Judge overlooked the aforesaid submissions in respect of incorrect invocation of a non-existent penalty clause to levy penalty upon the appellant by observing that no prejudice would be caused to it because of mentioning of an incorrect penalty clause. He submitted that while issuing SCN, the authorities ought to be clear in its view as to which of the clauses are to be invoked and at the same time, a party like the appellant is entitled in law to know the basis of imposition of such penalty. Since in the present case, the said settled principle has been violated, the impugned judgement also suffers from grave illegality.

7. Learned senior counsel for appellant contended that the action of debarment has violated the principles of natural justice and severely prejudices the business of the Appellant. He submitted that though an opportunity of hearing was afforded by a committee comprising three (3) senior members, yet, the debarment letter dated 11th March, 2024, was signed only by a single member, i.e., GM (Tech.), Haryana & Punjab. He submitted that this aspect is violative of the settled law in **Mahindra Electric Mobility Ltd. vs. Competition Commission of India, 2019 SCC OnLine Del 8032** wherein, this Court had held that every member constituting the Bench which hears the matter and decides it, is also a party to the final decision. On that basis, he submitted that the debarment letter having not been signed by the other two (2) members of the Committee, has no legal sanctity attached to it. He submitted that the learned Single Judge committed a blatant error by ignoring the settled law and observing that principles of natural justice were not violated. Applying the said ratio, learned senior counsel submitted that the debarment letter as also the impugned judgement ought to be set aside.

8. Learned senior counsel for appellant also submitted that the learned Single Judge did not even consider the far reaching detrimental impact that the debarment letter had on the appellant. As a consequence of the debarment letter, the appellant is barred from participating in other future awards/tenders floated by the Govt. or its instrumentalities which are severely affecting the business of the appellant.

9. On facts, learned senior counsel for the appellant submitted that the appellant had prepared the DPR in accordance with the format of Hybrid Annuity Model (HAM) as provided by the Respondent. He submitted that the said model was prepared by the appellant with due care and diligence and was even approved by the PATSC in its meeting held on 1st February, 2022. He submitted that the Peer Review Committee has also submitted its report after conducting the due inspection of the DPR submitted by the Appellant and had accorded their approval thereto. On that basis, learned senior counsel for appellant submitted that the respondent was fully aware of all the minute details of the DPR and cannot now take advantage of its own shortcomings or faults. In order to buttress the aforesaid contention, learned senior counsel took this Court

through various documents, drawings and plans forming part of the DPR. As an example, learned senior counsel drew the attention of the Court Appendix-B-XV of Schedule B containing details of the "**CULVERTS FOR CONNECTING ROADS/ROADS CUM DRAINS**", intended for construction by the Concessionaire. He submitted that it is only in the SCN that the respondent alleged that the "Culvert" was the wrong specification and that it ought to have been an "Underpass". He submitted that this specification was clearly mentioned in the DPR all along and yet, neither the respondent nor the PRC ever objected or flagged any suggestion. Mr. Sethi learned senior counsel painstakingly took the Court through the relevant material on record to buttress his argument.

10. Similarly, in respect of allegations regarding incorrect specifications of Retention Walls as also non mentioning of specifications for Service/Slip Roads in certain portions of the DPR, Mr. Sethi learned senior counsel submitted that all these issues were already before the Respondent when the said DPR was submitted to it as also were appraised by the PRC. He thus submitted that all these allegations were an afterthought and were available to the Respondent subsequently. On that basis, he submitted that the impugned SCN, debarment letter and the impugned judgement be set aside.

11. Learned senior counsel also copiously referred to the documents filed alongwith the application bearing CM Appl No.44320/2024 filed after the judgement was reserved. Inviting attention to internal page 59 of the application, he submitted that the "**LIST OF CULVERTS FOR CROSS DRAINAGE**" is similar to the details specified in the RFP of the respondent whereon the appellant had drafted the DPR. That apart, he referred to the definition of "**Culvert**" and "**Underpass**" as per the Indian Roads Congress Manual to draw a distinction between the two. He submitted that the respondents correctly identified the culverts as specified by the appellants in its DPR and did not raise any objections thereto at the initial stage. Thus, according to learned senior counsel, there was no deficiency in the DPR. He prayed that the SCN and the consequent debarment letter dated 11th March, 2024, being without any basis, ought to be quashed and set aside.

CONTENTIONS OF RESPONDENT/NHAI :-

12. Mr. Bishnoi, learned counsel appearing for the respondent/NHAI at the outset submitted that though the respondent was not obligated to grant any personal hearing nor was one sought by the appellant, yet, such opportunity was afforded to it. He submitted that it was only after considering the reply to impugned SCN and oral submissions of the appellant that the said debarment order was passed. He submitted that thus, the appellant cannot contend violation of principles of natural justice. He submitted that even the penalty imposed is not disproportionate inasmuch as for such

a serious lapse, only three months debarment was imposed, which too has worked itself out in the interregnum.

13. So far as the submission of the appellant regarding other Members of the Committee not signing the debarment order is concerned, he submitted that unlike a judgement passed by a judicial body or quasi- judicial body where the members constituting it, have to append their signatures, administrative orders are of a different genre. He submitted that the debarment order conveys the decision of the Committee and is undoubtedly signed by the Chairman of such Committee. According to learned counsel, no illegality or fatality attaches to such orders signed by only one Member, the intention being only to convey the decision. On this basis, he also submitted that the judgement in the case of **Mahindra Electric Mobility Limited (supra)** is not applicable since the context in that case was regarding an order passed by the Competition Commission of India and not an administrative order.

14. Mr. Bishnoi contended that the violations committed by the appellant while preparing the DPR are very serious and have entailed costs over and above the estimated costs with the Concessionaire raising the same on the ground of CoS. He submitted that the misdescription of "**Underpass**" as "**Culvert**" in itself is a major design and specification fault. He drew attention to page 705 of the paper book which is the Appendix B-XV of the RFP. He submitted that the same indicates "**List of culverts for connecting roads/road cum drain**" and clearly specifies that the same is intended for connecting village roads. He submitted that the appellant ought to have specified the same as **"underpass"**, which was missing in the DPR. To buttress the argument, he referred to the definition of "**culvert**" and "**underpass**" as per Indian Roads Congress Manual. According to learned counsel for respondent, the purpose of both is distinct and the appellant as an experienced Consultant should not have made such a blunder. He also contended that the appellant committed a major design and specification fault by not mentioning Service/Slip roads in the DPR as per Appendix B-III (A) of the RFP, due to which the Concessionaire yet again considered the same as CoS and consequently, respondent incurred costs on that count too. Yet another major fault committed by the appellant is contended to be in respect of Retention Walls. He submitted that though it was specified that the design and construction of the Retention Wall shall be done for full height considering future widening, yet, in the drawings, the appellant only specified partial Retention Walls. This too was considered by the Concessionaire as CoS and charged to the respondent over and above the estimated cost. On the above basis, he submitted that the respondent as per clause 7.4.2 of the Consultancy Agreement was empowered and justified to debar the appellant.

15. The submission of the appellant regarding mentioning of non-existent Clause 7.3.1 in the SCN was countered by learned counsel for respondent by submitting that wrong

quoting of the Clause itself would not, **ipso facto**, render the SCN liable to be quashed. He pointed out to page 126 of the appeal to submit that the correct clause 7.3.1 is mentioned therein and it is this clause that had been invoked to impose penalty upon the appellant. He submitted that thus the appellant cannot have any plausible grievance on that count.

16. He also submitted that in any case, all the arguments adduced by the learned Senior Counsel for the appellant are actually premised on the factual matrix of the dispute which neither was argued before the learned Single Judge nor could be arena for the Writ Court to delve into. He thus submitted that the appellant has an alternate and efficacious redressal mechanism/remedy in terms of reference of arbitration against imposition of penalty. He submitted that this issue cannot be a valid ground in a writ petition.

17. For the submission of the appellant that Point 2(a) and (b) were mentioned in the debarment order dated 11th March, 2024, and not in the SCN thereby violating principles of natural justice are concerned, Mr. Bishnoi submitted that those paras were only pointwise observation of the deductive reasoning arrived at by the respondent and thus, were only clarificatory in nature and were neither fresh nor allegations alien to the charges leveled against the appellant in the SCN. Thus, according to him, there was no violation of the principles of natural justice. In view of the above, he submitted that the appeal is devoid of merit and may be dismissed with costs.

ANALYSIS AND CONCLUSIONS: -

18. We have heard Mr. Sandeep Sethi, learned senior counsel for the appellant, Mr. Bishnoi learned counsel for the respondent/NHAI, perused the impugned judgement as also the voluminous documents on record and considered the judgements relied upon by the parties.

19. At the outset we find it apposite to consider the scope and jurisdiction of a High Court under Article 226 of the Constitution of India, 1950, to exercise powers of judicial review in contractual matters. It would also be relevant to examine this issue in view of the stage at which such judicial review is sought. It is trite that in contractual matters and consequent administrative measures or exercise of powers arising therein it is the decision making process and not the decision itself which needs to be examined by Constitutional Courts.

20. The aforesaid view was duly followed by the learned single judge in the impugned judgement and in our opinion, rightly so. That apart, as is apparent from the arguments submitted on behalf of the appellant that the same are based on pure disputed questions of facts. It is also trite that while exercising powers of judicial

review, a Constitutional Court is not expected to embark upon a journey to decide disputed questions of fact. In fact in contractual matters all that the writ court is to consider is limited only to examining as to whether there is any arbitrariness, unfairness or lack of transparency in the actions taken by the party issuing the contract while enforcing the terms of the contract. In certain cases, violation of principles of natural justice would also propel invocation of powers of judicial review by a Constitutional Court. That, however, would be dependent on a case-to-case basis. Whether the contractor has properly and fully complied with the terms of the contract or its quality or quantity in execution cannot and ought not to be scrutinized by a Constitutional Court under Article 226 of the Constitution of India. In the present case, the appellant sought exactly that which is precluded. A long catena of judgements forming stare decisis have crystallized the above view. Some of such judgements are as under:

Tata Motors Ltd. v. Brihan Mumbai Electric Supply & Transport Undertaking (BEST), 2023 SCC OnLine SC 671

48. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. The courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer. (See: Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489).

Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818

12. In Dwarkadas Marfatia and Sons v. Port of Bombay [Dwarkadas Marfatia and Sons v. Port of Bombay, (1989) 3 SCC 293] it was held that the constitutional courts are concerned with the decision-making process. Tata Cellular v. Union of India [Tata Cellular v. Union of India, (1994) 6 SCC 651] went a step further and held that a decision if challenged (the decision having been arrived at through a valid process), the constitutional courts can interfere if the decision is perverse. However, the constitutional courts are expected to exercise restraint in interfering with the administrative decision and ought not to substitute its view for that of the administrative authority. This was confirmed in Jagdish Mandal v. State of Orissa [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] as mentioned in Central Coalfields [Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium), (2016) 8 SCC 622 : (2016) 4 SCC (Civ) 106 : (2016) 8 Scale 99].

13. In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process or the decision.

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

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

21. Having examined and considered the scope and jurisdiction of a Constitutional Court exercising its powers of judicial review under Article 226 of the Constitution of India, we would now advert to the submissions of the parties.

22. We have meticulously examined the record and arguments rendered thereon. Broadly, it is the case of the appellant that it prepared the DPR as per the RFP which was scrutinized by the PRC and subsequently by the respondent itself. Having satisfied itself of the correctness of the DPR, the respondent further engaged the Concessionaire to execute the same. The appellant also predicated its case on the submission that having gone through multiple checks and balances, the case of failure on its part to specify certain aspects in the DPR is merely a rouse and a façade to pass the debarment order and simultaneously impose penalty. It is also the case of the appellant that if the allegations leveled in the SCN were indeed true and so apparent, there was no reason why the PRC or the respondent itself did not flag it at the draft stage itself. Thus, appellant submitted that the SCN is a bogey and ought to be quashed along with the debarment letter dated 11th March, 2024.

23. We do not subscribe to the submissions of the appellant. As an example, we have examined the submission of the distinction between "culvert" and "underpass" which was strenuously argued by both sides. To appreciate the submissions it would be apposite to extract the same hereunder:

"1.2.4 Culvert: Culvert is cross-drainage structure having a total length of 6m or less between the inner faces of the dirt walls or extreme ventway boundaries measured at right angles thereto. (See IRC:SP:13-2004)

4.1 Underpass implies a short passage beneath a grade-separated structure to carry one or more streams of traffic. (See IRC : 54-1974)"

24. It is apparent that culverts could be in the nature of drains or connecting road cum drain allowing certain types of vehicular movement underneath the highway with certain restrictions of its dimensions, whereas "underpass" seems to indicate connecting road for vehicular movement with wider dimensions. While examining the "List of culverts connecting roads cum drain" in contradistinction to "List of Culverts" as drawn attention to by Mr. Sethi, we find that it is the "purpose" which is the actual determinant of the nature of construction, which would reflect the distinction between a "culvert" and an "underpass". In this case, the "purpose" of construction appears to be for connecting village roads and not a drain. Moreover, construction of culvert would entail digging up the earth by 300 mm, whereas, for underpass or connecting roads, it would entail raising the ground level 150 mm. The distinction seems to be clear from the above. Though, as observed above, the Constitutional Court would be loath in venturing into such matters. Similarly, the submissions regarding non-mentioning of service/slip roads and the dispute regarding whether the Retention Walls were to be partial or full, is a dispute which cannot be tested by a writ court, the same being pure disputed question of fact, yet we ventured into such factual aspects only to indicate that a Writ Court would be incompetent to examine such issues without evidence being

led. Whether the DPR correctly described the construction or not; or what were the dimensions of such construction; or whether service roads were to be provided or not; or whether Retention Walls were to be of a specific height or not, cannot be subject matter of affidavits filed by both sides and has to be proved or established in accordance with law. Thus, we find that the learned Single Judge has correctly dismissed the writ petition on finding that the decision making process was fully compliant with the principles of natural justice. There is no dispute that a SCN was issued, an opportunity to file reply thereto was granted and was indeed availed of by the appellant and an opportunity of personal hearing too was afforded. Thus, the principles of natural justice are seemingly complied with in the present case. The resulting decision thereof, cannot be subject matter of a writ proceeding.

25. With respect to the submission of the appellant regarding mentioning of point 2(a) and (b) in the debarment order dated 11th March, 2024, and not in the SCN is concerned, we find that those were clarificatory in nature and not the ground on which such order was finally passed or penalty imposed. As such, the submission does not commend itself to us. So far as the imposition of penalty is concerned, learned counsel for the respondent had submitted that the same is amenable to arbitration as provided for in the Consultancy Agreement and not amenable to writ jurisdiction. There is force in such argument of learned counsel for the respondent. When there is an alternate and an equally efficacious remedy available within the four corners of the agreement itself against such imposition, a writ court would ordinarily not interfere. The appellant would, in such circumstances, be at liberty to take appropriate remedies in accordance with law.

26. The appellant relied upon the judgements of the Supreme Court in **Ramlala** (supra) and **Mahindra Electric Mobility Limited** (supra). We have considered the ratio of both the judgements and find that none are applicable to the facts of the case. In Ramlala, the Supreme Court had laid down the ratio that principles of natural justice would be violated in the event any new ground or factual elements have been considered while passing orders without the affected party being put to notice. However, in the present case, as observed above by us, the principles of natural justice were seemingly complied with and the grounds that were alleged to have not been put to the appellant but considered in the debarment order, have been opined by us to be clarificatory in nature upon which no prejudice has been caused to the appellant. So far as the judgement of the **Mahindra Electric Mobility Limited** (supra) is concerned, there is no quarrel with the proposition that the Members comprising a Bench of a Court of law or a quasi judicial authority have to necessarily be part of the decision making and have to also append their signatures on such orders. However, in the present case, the debarment order dated 11th March, 2024, passed by the respondent is an administrative order signed by the Chairman of the Expert Committee and no such

proposition of law has been laid down in respect of an order of an administrative authority. The appellant does not dispute that it was not only granted an opportunity to file its reply to the SCN but was also afforded an opportunity of personal hearing, which it availed. In such circumstances, where a party had indeed appeared and made its submissions before the Authority cannot now turn around and challenge the order on hyper technicalities. Thus, the ratio in **Mahindra Electric Mobility Limited** (supra) too would not apply to the present facts.

27. Resultantly, we find that the appeal is devoid of any merit and is dismissed, however, without any order as to costs.