



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30-07-2026

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THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

WP Nos. 5267, 5274 and 5276 of 2025

AND

WMP Nos. 5842, 5848 and 5851 of 2025

S.Dhanasekar

..Petitioner(s)

Vs

1. The Principal Chief Conservator Of Forest
Head Of The Forest Force
Guindy Velachery Main Road
Kanigapuram Check Post
Guindy, Chennai 600032
2. The Conservator Of Forest
O/o.Conservator Of Forest Office
Vellore Forest Division
Pillaiyar Kovil Street
Rangapuram
Sathuvachari, Vellore
3. The District Forest Officer
O/o.District Forest Office
Pillaiyar Kovil Street
Rangapuram
Sathuvachari, Vellore
4. The Forest Range Officer
Vellore Social Forestry Range
Pillaiyar Kovil Street Rangapuram
Sathuvachari, Vellore

..Respondent(s)

W.P.No.5267 of 2025

Writ Petition filed under Article 226 of the Constitution of India seeking a writ of mandamus to call for the records relating to impugned order passed by



the 3rd respondent dated 30.12.2024 in Proc.No.12089/2019/L and to quash the same and consequently direct the respondents to refund the 100% of the bid amount deposited by the petitioner and Security Deposit Amount of 10% based on the work order dated 26.08.2020 in Na.Ka.No.12089/19/L in respect of 1987/89/95 Mecheri, Vellore Social Forestry Range to an extent of 55.680 hectare in Vellore District Karuvel Thottam

WP No. 5274 of 2025

Writ Petition filed under Article 226 of the Constitution of India seeking a writ of mandamus to call for the records relating to impugned order passed by the 3rd respondent dated 30.12.2024 in Proc.No.12095/2019/L and to quash the same and consequently direct the respondents to refund the 100% of the bid amount deposited by the petitioner and Security Deposit Amount of 10% based on the work order dated 26.08.2020 in Na.Ka.No.12095/19/L in respect of 1983 Thenppalli Gudiyatham Social Forestry Range to an extent of 12.00 hectare in Vellore District Karuvel Thottam

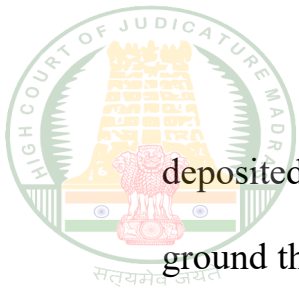
WP No. 5276 of 2025

Writ Petition filed under Article 226 of the Constitution of India seeking a writ of mandamus to call for the records relating to impugned order passed by the 3rd respondent dated 30.12.2024 in Proc.No.12094/2019/L and to quash the same and consequently direct the respondents to refund the 100% of the bid amount deposited by the petitioner and Security Deposit Amount of 10% based on the work order dated 26.08.2020 in Na.Ka.No.12094/19/L in respect of Karuvelam trees for firewood at 1982 Thenppalli Gudiyatham Social Forestry Range to an extent of 11.70 hectare in Vellore District

For Petitioner(s):	Mr.T.Seenivasan
For Respondent(s):	Mr.M.Sivavarthanam, Govt. Counsel

COMMON ORDER

The petitioner has challenged the order dated 30.12.2024 passed by the third respondent, whereby the petitioner's request for refund of the amount



deposited under the contract was rejected and the deposit was forfeited on the ground that the lease period had expired and the petitioner had failed to perform the contractual obligations.

2. The third respondent had invited tenders for the removal of Karuvelam trees for firewood from Mechery Lake and Thenppalli Lake. The petitioner was declared the highest bidder and deposited one-third of the bid amount, namely:

Rs.3,55,000/- in W.P. No.5267 of 2025;

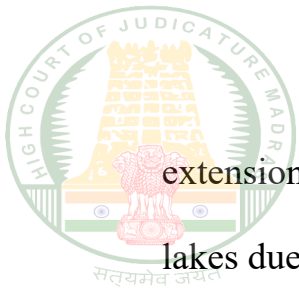
Rs.10,79,000/- in W.P. No.5274 of 2025; and

Rs.3,61,000/- in W.P. No.5276 of 2025.

3. Under the terms of the tender, the balance bid amount was required to be paid within thirty days from the date of confirmation of the bid. Though the petitioner paid the balance amount nearly five months later, the respondents accepted the delayed payment and executed the agreement in favour of the petitioner on 26.06.2020.

4. As per the agreement, the petitioner was required to complete the work on or before 31.08.2020. The petitioner sought extension of time citing the COVID-19 pandemic. Considering the request, the respondents extended the contract up to 30.06.2021.

5. Even during the extended period, the petitioner did not complete the work. Instead, only on 11.05.2022, nearly ten months after the expiry of the extended period, the petitioner submitted another representation seeking further



extension on the ground of the COVID-19 pandemic and the filling up of the lakes due to rainfall.

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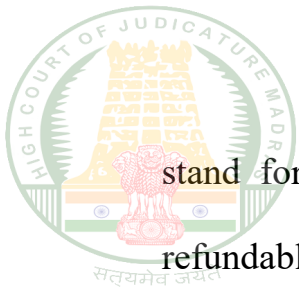
6. Since no further extension was granted, the petitioner requested refund of the amounts deposited under the contract. As the request was rejected, the petitioner earlier approached this Court. By order passed in the earlier writ petition, this Court directed the respondents to consider the petitioner's claim after affording an opportunity of hearing. Pursuant thereto, the impugned order dated 30.12.2024 came to be passed rejecting the petitioner's claim.

7. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondents.

8. It is not in dispute that the respondents had already granted the petitioner sufficient extension of time up to 30.06.2021. By that period, the strict lockdown restrictions imposed due to the COVID-19 pandemic had substantially ceased. Despite being granted additional time, the petitioner failed to complete the work within the extended period.

9. Significantly, the petitioner sought a further extension only on 11.05.2022, which was nearly ten months after the expiry of the extended period. The request was again based on the very same ground of the COVID-19 pandemic, even though the contract had already been extended to mitigate the difficulties arising from the pandemic.

10. The terms of the agreement clearly provide that if the successful bidder fails to complete the work within the stipulated period, the produce would



stand forfeited and the amounts deposited by the contractor would not be refundable. The petitioner, having failed to perform the contractual obligations within the agreed period or even within the extended period, cannot seek refund contrary to the express terms of the contract.

11. The learned counsel for the petitioner relied upon the decision of this Court in W.P. No.5864 of 2021 dated 28.11.2023. The said decision, however, is distinguishable on facts. In that case, the petitioner had not been granted any extension despite the disruption caused by the COVID-19 pandemic, and this Court found that the petitioner was unable to carry out the work during a substantial part of the contractual period because of the lockdown. It was in those peculiar facts that refund of the security deposit was directed.

12. The facts of the present case stand on a different footing. Here, the petitioner was granted an extension of time up to 30.06.2021, but still failed to complete the work. The petitioner also failed to furnish any satisfactory explanation for not utilizing the extended period. Therefore, the petitioner cannot rely upon the aforesaid decision.

13. In these circumstances, the third respondent was fully justified in refusing to grant any further extension and in forfeiting the produce and the amounts deposited by the petitioner in accordance with the terms of the agreement. The impugned order does not suffer from any illegality warranting interference under Article 226 of the Constitution of India.



14. Accordingly, the writ petitions are dismissed. Consequently, the connected miscellaneous petitions are also dismissed. There shall be no order as to costs.

30-07-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
ssk

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HEMANT CHANDANGOUDAR J.

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