

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-07-2026

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THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

**WP No. 27397 of 2026
and WMP.Nos.30026, 30029 and 30030 of 2026**

1. M/s.LCC MILL PRIVATE LIMITED
Rep by its Director / Authorised
Signatory, A.Hakim, Aged about 50
years, No.60, Appachi Nagar, Main
Road, Tiruppur- 641 607.

Petitioner(s)

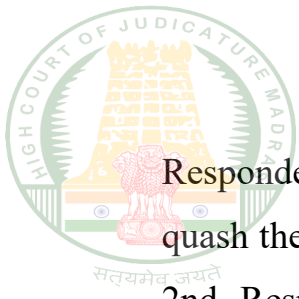
Vs

1. The Director of Municipal
Administration
Urban Administrative Building, 75,
Santhome High Road, MRC Nagar,
Raja Annamalaipuram,
Chennai-600028.
- 2.The Commissioner
Punjai Puliampatti Municipality, Punjai
Puliampatti, Erode District- 638 459.
- 3.The Regional Director of Municipal
Administration
Tiruppur Region, Tiruppur.

Respondent(s)

PRAYER

Writ Petition filed under Article 226 of Constitution of India, praying to call for the records of the 2nd Respondent relating to the proceedings in Roc.No. 428/ 2023/ H1 dated 30.06.2026 and Consequential proceedings passed by the 2nd



Respondent in Tender Reference Number 428/ 2023/ H1 dated 09.07.2026 and quash the same as illegal, arbitrary, discriminatory and consequently direct the 2nd Respondent to permit the Petitioner to continue to perform the work order dated 28.11.2025 issued in Roc.No. 428/ 2023/ H1 issued in favour of the petitioner and for consequential reliefs.

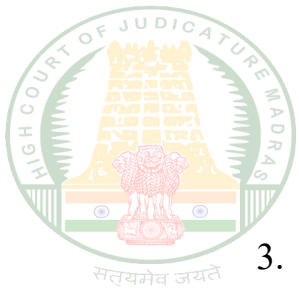
For Petitioner(s): Mr.M.Rajamathivanan
for Ms.V.Srimathi

For Respondent: Mr.P.Siddarth Govt counsel for R1
Mr.P.V.Balasubamaniam, Additional
Advocate General
for Mr.B.Anand for R2.

ORDER

The petitioner challenges the communication dated 30.06.2026 issued by the second respondent, by which the contract awarded to the petitioner for supplying breakfast to the conservancy staff was terminated. The petitioner had been awarded the contract under an agreement dated 28.11.2025 for a period of three years. During the subsistence of the contract, the impugned communication was issued on the ground that the breakfast supplied by the petitioner was unhygienic and that insects were found in the food served to the conservancy staff on 16.04.2026.

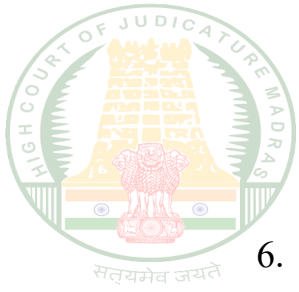
2. Learned counsel for the petitioner submitted that the contract was terminated without issuing any show-cause notice or providing an opportunity of hearing, thereby violating the principles of natural justice.



3. Per contra, the learned Additional Advocate General submitted that notice had been issued to the petitioner before terminating the contract. It was further submitted that, upon inspection, the authorities found that the breakfast supplied by the petitioner was unhygienic and unfit for consumption, and therefore the contract was rightly terminated.

4. I have considered the submissions made on either side and perused the materials on record.

5. A reading of the impugned communication shows that it does not refer to any show-cause notice issued before terminating the contract. Therefore, the contract has been terminated without giving the petitioner an opportunity to explain, which is in violation of the principles of natural justice. The earlier notice issued to the petitioner was only a direction to rectify the deficiencies in the quality of the breakfast supplied. It merely called upon the petitioner to supply hygienic food, failing which penalty would be imposed. The petitioner submitted a reply to the said notice on 18.03.2026. However, the impugned communication does not refer to or consider the petitioner's reply. Hence, the contention of the learned Additional Advocate General that a prior notice had been issued before terminating the contract cannot be accepted.



6. In the above circumstances, the impugned communication dated 30.06.2026 shall be treated as a show-cause notice. The petitioner is at liberty to submit a reply within seven days from the date of receipt of a copy of this order. On receipt of the reply, the second respondent shall consider the same and pass a reasoned order within seven days thereafter.

7. If the petitioner fails to submit a reply within the time stipulated above, the respondents shall be at liberty to terminate the contract in accordance with law.

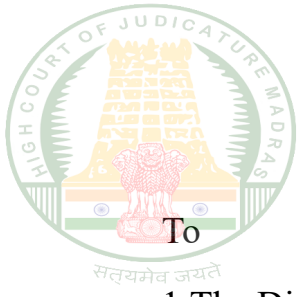
8. Until such order is passed, the second respondent shall not award the contract to any other successful bidder. However, this order shall not be construed as permitting the petitioner to continue supplying breakfast under the contract. Any continuation of the supply shall be subject to the final decision to be taken by the second respondent.

9. The writ petition is disposed of in the above terms. No costs. Consequently, the connected miscellaneous petitions are closed.

13-07-2026

nvsri

Neutral Citation: Yes/No



To

1. The Director of Municipal
Administration
Urban Administrative Building, 75,
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Raja Annamalaipuram, Chennai-028.

2. The Commissioner
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Puliampatti, Erode District- 638 459.

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HEMANT CHANDANGOUDAR J.

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