

W.P.(MD)No.14890 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 05.06.2026

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THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

W.P.(MD)No.14890 of 2026
and W.M.P(MD)Nos.11191 and 11192 of 2026

Aadhavan Women Self Helping Group
Rep. by its Secretary P.Lavanya
Reg No.SRG/VNR/113/2021
D.No.15/1B, Kulursandhai Road,
Virudhunagar,
Virudhunagar District.

.. Petitioner

- Vs. -

1.The Principal Secretary,
Department of Health and Public Welfare (H2),
Secretariat, Chennai.

2.The Dean,
Government Medical College Hospital,
Virudhunagar.

.. Respondents

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the records relating to the impugned order issued by the second respondent in Na.Ka.No.4209/Thi.Va.1.2023m dated 21.05.2026 and quash the same as illegal and consequently, forbearing the respondents No.2 vacating the building situated at New Medical College, Hospital building entrance Left side of the gate [South side] Virudhunagar Government College Hospital, and maternity hospital building vicinity of the amma unavakam at opposite side MCH



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building campus, Virudhunagar Taluk, Virudhunagar District and considering the petitioner's representation dated 09.01.2026 and 26.05.2026.

For Petitioner : Mr.G.Mariappan
For Respondents : Mr.P.Rajagopalan
Government Standing Counsel for R1 & R2

ORDER

The Writ Petition is filed to challenge the impugned order dated 21.05.2026.

2. By the impugned order, the petitioner, being the lessee running a canteen within the hospital premises, was informed that the respondents were proceeding to call for a tender and that the petitioner could continue to occupy the premises only until the tender process was finalized. Upon finalization of the tender, the petitioner would be required to hand over possession of the premises. Aggrieved by the same, the present writ petition has been filed.

3. The learned counsel for the petitioner would submit that the petitioner is a Women's Self-Help Group. The petitioner has made improvements to the premises. An agreement was entered into after the petitioner was inducted as a lessee through a tender process. Clause 24 of the agreement clearly provides



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that the petitioner can continue in occupation of the premises, provided the agreement is renewed for further periods. Therefore, pursuant to the said Clause, the petitioner has approached the respondents to seek an extension of the lease. The respondents have not passed any orders thereon. However, the impugned notice has been issued. The petitioner is entitled to an extension. The learned counsel would further rely on the conditions imposed on the petitioner. As per condition No. 3, the petitioner must request an extension of time within 3 months prior to the expiry of the lease. The petitioner has done so.

4. The learned counsel would submit that, without even considering the lawful request made by the petitioner, the respondents have passed the impugned order. As a matter of fact, even though Clause 27 of the agreement stipulates that there will be no further extension of the lease, the same has to be considered only for a further extension of the lease; that is, the Clause can operate only after the first extension. In this case, the petitioner's initial period of three years has not yet expired; therefore, the said Clause 27 cannot be invoked against the petitioner. According to the learned counsel for the petitioner, the petitioner made a request on 09.01.2026, well within the three-month period mentioned in the condition, and the same was followed up with a reminder.



5. Per contra, the learned Government Standing Counsel appearing on behalf of the respondents would submit that the Policy and the Rules were framed by the Government in G.O.Ms. No.194, dated 21.06.2022. As per Clause IV of the said Government Order, three months prior to the expiry of the lease, the existing lessee has to be informed of the authorities' decision to call for a fresh tender and be prepared to vacate the premises in the event of not being successful in the next tender process. The impugned order has been issued only in accordance with the said provision. The learned Government Standing Counsel would submit that the petitioner is not entitled to any extension, as made clear in Clause 27 of the agreement.

6. I have considered the rival submissions made on either side and perused the case records.

7. Clause IV of G.O.Ms.No.194, dated 21.06.2022, is extracted hereunder for ready reference:

□அனைத்து சிற்றுண்டி நிலையங்களுக்குமான ஒப்பந்த புள்ளி 3 வருட கால இடைவெளியில் கோரப்பட வேண்டும். அவ்வாறு கோரும் பட்சத்தில், தற்போது நடத்திக் கொண்டிருக்கும் பாலகம் / சிற்றுண்டிகளுக்கான ஒப்பந்த காலம் முடிவுறாத நிலையில், ஒப்பந்தக் காலம் முடிவதற்கு முன்னு் மாதங்களுக்கு முன் ஒப்பந்தப்புள்ளி கோரி இறுதி செய்து ஒப்பந்தக் காலம் முடிவடைந்தவுடன், புதிய ஒப்பந்ததாரரை அனுமதிக்க வேண்டும்.□



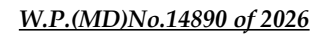
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Thus, it can be seen that three months prior to the expiry of the lease, the lessee concerned has to be put on notice of the decision to call for a fresh tender, and therefore the impugned order is in tune with the said Clause. However, the ground on which the impugned order is challenged is that the petitioner has a right to extend the lease. In this regard, Clause 24 of the lease agreement is relied upon by the learned counsel for the petitioner, whereas Clause 27 is relied upon by the learned Government Standing Counsel. Clauses 24 and 27 are extracted hereunder for ready reference:

“...24) The lessee shall undertake to run the canteen on the expiry of the lease period ie., by 12.04.2026 he should get the approval and executing proper agreement for further periods. If the lessee is willing to undertake to get refund of the earnest money deposit soon after the expiry of the lease period after adjustment of the same towards any amount that he may be liable to pay as ordered by the Executive Engineer, P.W.D., Buildings Construction and Maintenance Division (Medical works), Madurai for breach of any of the above or other terms as may be fixed.

27. No further extension of lease will be considered than the period for which it was leased.”

8. Additionally, Clause 3 of the conditions imposed on the petitioner is extracted hereunder for ready reference:



9. On a reading of Clause 3 of the conditions, it states that if a request is to be made for an extension of the lease period, it has to be made at least three months before the expiry of the lease. That does not confer any right upon the petitioner to seek an extension of the lease period. As far as the lease conditions are concerned, a harmonious reading of Clauses 24 and 27 makes it clear that the lessee will not be entitled to any extension. As far as Clause 24 is concerned, the canteen should be run only during the lease period, and if it is to be run beyond the lease period, it can be run only under a proper agreement. This would only mean that if the lessee is successful in the successive tender and agreement, he can continue to run the canteen. Therefore, Clause 24 also, in my view, does not entitle the petitioner to an extension.

10. The learned counsel submitted that there is no prohibition in the Government order. On the other hand, there is no enabling provision for extension of the lease. Any largesse of the State has to be given only through a public tender, and the right to run the canteen, in the instant case, is awarded



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through a public tender for a period of three years. Thereafter, when the authorities conduct a fresh auction, it will be open for the petitioner to participate in the same. As rightly contended, the petitioner has every right to participate, and only if he is the successful bidder can he continue. Merely because the petitioner was once inducted as a lessee, that cannot be prayed for as a right to continue even beyond the lease period.

11. In view thereof, I do not find any merit in the petitioner's contention with reference to the impugned order, and, as such, the writ petition is bound to fail and is accordingly disposed of. However, if the petitioner claims to be a Self-Help Group and is entitled to any benefit under any other Government order, it will be open for the petitioner to apply under the said Government order, and it is for the respondent to consider the same in accordance with law. No costs. Consequently, the connected miscellaneous petitions are closed.

05.06.2026

NCC : Yes
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To

1. The Principal Secretary,
Department of Health and Public Welfare (H2),
Secretariat, Chennai.



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D.BHARATHA CHAKRAVARTHY, J.

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2.The Dean,
Government Medical College Hospital,
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