

W.P.(MD)No.19101 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 10.07.2026

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THE HON'BLE MR.JUSTICE M.DHANDAPANI

W.P.(MD)No.19101 of 2026

and

W.M.P.(MD).Nos.14108 and 14109 of 2026

Hotel Sri Akshaya Hbavan,

Represented by its Proprietor,

Shri S.S.Mohan Raj

...Petitioner

Vs

1.The Chairman,

V.O.Chidambaranar Fort Authority,

Turicorin - 628 004.

2.The Chief Engineer and Estate Officer,

V.O.Chidambaranar Fort Authority,

Turicorin - 628 004.

...Respondents

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records relating to the impugned auction notice for inviting e-tender cum e-auction No. 6/2025-2026 dated 15.06.2026 by the second respondent herein insofar as relates to Schedule A, S.No.2, Tiffen and Variety Rice Shop, in Shop Nos. 12 and 14 and quash the same as being illegal and consequently direct the second respondent to conduct auction in respect of shops nos.12 and 14 as separately for use of except hotel.



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For Petitioner
For Respondents

: Mr.M.Mathankarthick
: Mr.A.Arivu Chandran,
Standing Counsel

ORDER

This petition has been filed to quash the impugned auction notice for inviting e-tender cum e-auction No. 6/2025-2026 dated 15.06.2026 by the second respondent herein insofar as relates to Schedule A, S.No.2, Tiffen and Variety Rice Shop, in Shop Nos. 12 and 14 and consequently to direct the second respondent to conduct auction in respect of shops nos.12 and 14 as separately for use of except hotel.

2. Heard the learned counsel on either side.

3. The learned counsel appearing for the petitioner submitted that the petitioner has been running a hotel and food business for the past several years. The petitioner is a lessee under the respondent Port Trust. The second respondent maintains 30 shops, of which 16 are situated on the ground floor and 14 are situated on the first floor. The petitioner participated in the tender conducted on 10.02.2023 and was allotted Shop No.16 on a monthly rent of Rs. 28,000/-. The annual lease amount of Rs.3,24,000/- is payable with an annual escalation of 2%. According to the petitioner, Shop Nos.12 and 14 were



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originally allotted to one Latha for running a tea and snacks shop. However, she subsequently started running a hotel without authorization. The petitioner had submitted several representations requesting the respondents to restrain the unauthorized hotel business. In the meantime, upon expiry of the lease period, the second respondent issued the impugned e-tender-cum-e-auction notice, which is under challenge in the present writ petition. The learned counsel further submitted that, without extending the petitioner's lease by granting provisional allotment for a further period of three years on payment of the enhanced lease amount, the respondents have proceeded to issue the impugned auction notification, which is arbitrary and unsustainable. It is further contended that the respondents have included Shop Nos.12 and 14 in the auction for running a hotel/tiffin and variety rice business. Since the said shops are situated adjacent to the petitioner's hotel, permitting another hotel business in those premises would seriously affect the petitioner's business and livelihood. Hence, the petitioner seeks to quash the auction notification insofar as it relates to Shop Nos.12 and 14.

4. Per contra, the learned Standing Counsel appearing for the respondents submitted that the petitioner is in arrears of lease rent to the tune of Rs. 6,20,474/-. A defaulter is not entitled to participate in the tender process. It was

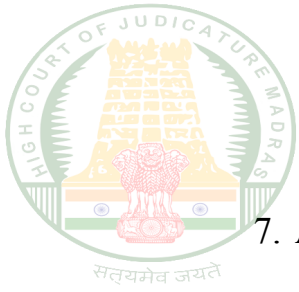


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further submitted that the tender process has already been completed and the last date for submission of bids has expired. Therefore, the writ petition has become infructuous. It was also submitted that the petitioner has no vested right either to seek extension of the lease or to prevent the respondents from conducting a fresh auction in accordance with the terms of the tender notification.

5. This Court has considered the submissions made on either side and perused the materials available on record.

6. Admittedly, the petitioner is a lessee under the respondents and is stated to be in arrears of lease rent. The respondents have initiated the auction process after expiry of the lease period, and the tender process has already been completed. The petitioner cannot claim, as a matter of right, extension of the lease or insist that the adjacent shops should not be auctioned for running a hotel business merely on the ground that it may affect his commercial interests. The respondents are entitled to utilize their properties in the manner they deem fit, subject to the terms of the tender notification and applicable rules. The apprehension that another hotel business may affect the petitioner's business is not a legally enforceable ground to interfere with the auction process under Article 226 of the Constitution of India.



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7. Accordingly, this writ petition is dismissed. No costs. Consequently,
the connected miscellaneous petitions are closed.

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NCC : Yes/No
Index : Yes/No
Internet: Yes/No
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M.DHANDAPANI, J.

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