



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 27.06.2017

CORAM:

THE HON'BLE MRS.JUSTICE **J.NISHA BANU**

WEB COPY

W.P.(MD) No.4453 of 2014

and

MP(MD)No.1 of 2014

P.Velraja

... Petitioner

Vs.

1.The Regional Manager,
TASMAC Ltd.,
Madurai District.

2.The District Manager,
C-104, Sipcot,
TASMAC Ltd.,
Thoothukudi District.

... Respondents

Prayer: Petition filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Mandamus directing the respondents herein to refund the caution deposits of Rs.3,00,000/- to the petitioner deposited for the tender for transporting the liquor bottle in the petitioner vehicle and further direct the respondent to disburse the pending due amount for the service rendered by the petitioner in transporting the goods and for consequential orders.

For Petitioner : Mr.K.R.Laxman

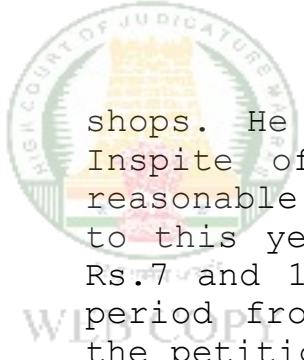
For Respondents : Mr.M.Muniasamy

ORDER

The petitioner has filed the present writ petition to refund the caution deposit of Rs.3,00,000/- to the petitioner deposited for the tender for transporting the liquor bottle in the petitioner vehicle and further direct the respondent to disburse the pending due amount for the service rendered by the petitioner in transporting the goods.

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

3.The learned counsel for the petitioner would aver among other things that the petitioner participated in open tender conducted by the respondents herein for transporting the boxes containing liquor bottle from the TASMAC godown to the TASMAC



shops. He was a successful bidder for the earlier years also. In spite of exorbitant increase of the diesel price and other reasonable cost, only 53 paise was enhanced from the earlier year to this year, for which, the petitioner took tender and a sum of Rs.7 and 13 paise was fixed. The petitioner's tender was for the period from 05.05.2012 to 04.05.2013 and without any adversity, the petitioner's tender came to an end on 04.05.2013.

4. It is the further case of the petitioner that during the last few months, the payment for the service rendered by him was delayed and he was informed that the said amount will be accumulated and disbursed in a lump sum in the end of the tender period. After the tender period was over, the petitioner demanded for the pending due amount along with caution deposit. Thereafter, the second respondent has given a reply stating that the amount due to the petitioner has been credited into the account of Gawin Roadways, who is absolutely unconnected and who is a third party. It is also the case of the petitioner that he had taken the matter to the higher officials by way of representations and the respondents had demanded undue demands and therefore, the petitioner has come forward with this writ petition for the refund of the caution deposit.

5. The respondents have filed their counter affidavit stating that the petitioner was a successful bidder and as per the conditional tender, he had deposited a sum of Rs.3 lakhs and that the Gawin roadways only transported liquor bottles from TASMAG godown to TASMAG retail shops as an agent to the petitioner and handled cash and accounts transaction on behalf of the petitioner. The Gawin roadway, who is the agent of the petitioner received payments then and there without dues on behalf of the petitioner. Subsequently, the petitioner approached the respondents and also informed that his tender period was over and requested to refund the deposit amount. The petitioner entered into an agreement with the above said Gawain roadways to transport the liquor bottles from TASMAG godown to the TASMAG retail shops from 05.05.2012 to 04.05.2013. The petitioner has also given power and letter of undertaking to One Mr.G.Vesline, to receive all the cheques in the name of Gowin roadways and in the letter, it has been specifically stated that the deposit amount shall also be refunded to Mr.Vasline. Based on the undertaking, the deposit amount has been refunded to Gawin roadways through Mr.G.Vesline.

6. When the matter came up earlier, this Court directed the respondents to produce the letter of undertaking given by the petitioner for payment of the amount to Gawin Roadways and today, the learned counsel for the respondents would produce the power given by the petitioner to Gawin roadways for receipt of the



7. The learned counsel for the petitioner would attempt to say that this letter has been prepared by taking the letter given by him to another third party, which this Court is not inclined to accept, as records indicate all the transactions had been done only through Gawin Roadways.

8. Under such circumstances, this court is of the view that only based on the power given by the petitioner, the deposit had been refunded by way of cheque in the name of Gawin Roadways to the said G. Vesline, as authorised by the petitioner. Hence, this Court is not inclined to entertain this writ petition. Accordingly, this writ petition is dismissed. The letter given by the petitioner to Gawin roadways shall form part and parcel of this order. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CS-II)

/True Copy/

Sub Assistant Registrar

W.P. (MD) No. 4453 of 2014
and
MP (MD) No. 1 of 2014

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JM/MR KKR/SAR 3/17.07.2017/3P/1C