

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.03.2018

CORAM:

THE HONOURABLE MR. JUSTICE K.KALYANASUNDARAM

W.P.No.5270 of 2018 &
W.M.P.No.6471 of 2018

P.Natarajan

.. Petitioner

Vs.

1.The Member-Secretary,
Chennai Metropolitan Development Authority,
No.1, Gandhi Irwin Road,
Egmore, Chennai - 8.

2.The Chief Executive Officer,
Market Management Committee,
Chennai Metropolitan Development Authority,
Koyambedu Wholesale Market Complex,
Koyambedu, Chennai - 600 107. ... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus, to direct the second respondent to grant one month time for furnishing Bank Guarantee as per the letter dated 14.02.2018 issued by the second respondent herein and to hand over the possession of Godown No.E/88 in Periyar Vegetable Market at KWMC, Koyambedu, Chennai-600 107 so as to enable the petitioner to collect the storage fees forthwith.

For Petitioner : Mr.M.R.Jothimanian

For Respondents : Mr.P.Tamilmani

Standing Counsel (CMDA)

O R D E R

The petitioner has come up with the present Writ Petition seeking direction to the second respondent to grant one month time for furnishing Bank Guarantee as per the letter dated 14.02.2018 issued by the second respondent and to hand over the possession of Godown No.E/88 in Periyar Vegetable Market at KWMC, Koyambedu, Chennai.

2. The case of the petitioner is that he is a wholesale vegetable vendor and on 19.01.2018, the second respondent issued

a tender-cum-auction notice for grant of lease for the collection of storage fee for temporary storage of perishable goods. The petitioner participated in the tender process and he was declared as a successful bidder on the bid amount of Rs.1,37,79,999/- and it was confirmed by the second respondent on 08.02.2018.

3. The petitioner would further state that as per the tender conditions, the petitioner remitted 30% of the bid amount i.e., Rs.41,34,000/- along with GST amount of Rs.7,44,120/- on 14.02.2018. The petitioner would further state that he made arrangements for furnishing bank guarantee for the remaining 70% of the bid amount, but due to recent problems in Nationalized Banks, arrangements could not be made in time. Hence, a representation was given on 28.02.2018, seeking one month period for furnishing security. Since no favourable reply, the present Writ Petition.

4. Heard Mr.M.R.Jothimanian, learned counsel for the petitioner; Mr.P.Tamilmani, learned Standing Counsel for the respondents and perused the records.

5. The learned counsel for the petitioner submitted that the tender conditions stipulate that on payment of 30% of the bid amount, the respondents shall issue work order in favour of the petitioner and possession should be handed over within a period of 7 days. The learned counsel further submitted that the petitioner has fulfilled his obligation on 14.02.2018, even though work order was issued, however, so far possession was not handed over to the petitioner. It is further contended that the third parties are collecting fees due to the laches on the part of the respondents, which caused financial loss to the petitioner.

6. The learned Standing Counsel for the respondents submitted that the respondents are ready to hand over possession to the petitioner, but in the event of the petitioner fails to furnish the bank guarantee, a direction may be given to hand over possession of the property to the respondents.

7. In reply, the learned counsel for the petitioner submitted that the petitioner undertakes to comply the tender conditions, failing which, possession would be handed over to the respondents.

8. In the instant case, it is not in dispute that the petitioner was declared as a successful bidder in the auction held on 07.02.2018. The petitioner claims that he made payment of 30% of the bid amount, which is not disputed by the respondents. It is also not in dispute that as per the tender

conditions, the respondents failed to deliver possession to the petitioner to enable him to collect storage fee from the traders.

9. In the light of the above undisputed facts, there shall be a direction to the respondents to hand over possession to the petitioner forthwith. The petitioner is directed to furnish bank guarantee for the remaining amount in favour of the respondents on or before 13.04.2018, failing which, possession shall be handed over to the respondents.

10. With the above observation and direction, the Writ Petition is disposed of. There is no order as to costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS IX)

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Sub Assistant Registrar

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To

- 1.The Member-Secretary,
Chennai Metropolitan Development Authority,
No.1, Gandhi Irwin Road,
Egmore, Chennai - 8.
- 2.The Chief Executive Officer,
Market Management Committee,
Chennai Metropolitan Development Authority,
Koyambedu Wholesale Market Complex,
Koyambedu, Chennai - 600 107.

+1cc to Mr.M.R.Jothimani, Advocate, S.R.No.18508

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RRK(13/03/2018)

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