



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 27.09.2019

CORAM

WEB COPY

THE HONOURABLE MR. JUSTICE M. GOVINDARAJ

W.P(MD) Nos.20960 to 20963 of 2019

and

WMP(MD)Nos.17546 & 17548, 17552 & 17555, 17553 & 17554 and
17556 & 17557 of 2019

Sivakumar	... Petitioner in WP(MD)No.20960/2019
Nachiappan	... Petitioner in WP(MD)No.20961/2019
Senthil Kumar	... Petitioner in WP(MD)No.20962/2019
Manimaran	... Petitioner in WP(MD)No.20963/2019

vs.

The District Manager,
Tamil Nadu State Marketing
Corporation (TASMAC),
Sivagangai.

... Respondent in all W.Ps.

Prayer: Writ Petitions filed under Article 226 of the Constitution of India praying to issue a writ of certiorarified mandamus calling for the records relating to the impugned tender notification of the respondent dated 13.9.2019 in Na.Ka.No.A5/1413/2019 and quash the same and consequently direct the respondent to follow the prevailing practise for fixing the license fee and permit the petitioners to continue the license for bar in shop Nos.7503, 7501, 7580 and 7502 respectively.

For Petitioners : Mr.V.Meenakshisundaram

for Mr.J.Anandkumar

For Respondent : Mr.H.Arumugam standing counsel
in all the writ petitions.

COMMON ORDER

By consent, the writ petitions are taken up for final



disposal at the stage of admission itself.

2.The writ petitioners seek discretion of this Court to interfere in the tender notification issued by the respondent. According to them, fixation of license fee and permit with regard to continuing the bar license for the petitioners' shops is exaggerated and the ratio adopted by the respondent is discriminatory and therefore, the same shall be interfered with.

3.In an identical matter, this Court in the case of **M.Chandiran Vs. Tamil Nadu State Marketing Corporation Lts., (TASMAC) and others**, reported in **2018 (2) CTC 638**, has categorically held that the Court, exercising writ jurisdiction, is not an appellate authority and the factual disputes cannot be decided in a writ proceeding. In so far as the tender matters are concerned, they are contractual issues between two parties and unless, any bias, *mala fide* or arbitrariness/irrationality is established, this Court cannot interfere in the contractual matters, even it is floated by the Government or public sector.

4.In view of the fact that the dispute raised by the petitioners is revolving around the factual dispute between parties to contract, I am not inclined to entertain these writ petitions. It is open to the petitioners to approach the appellate authority or civil Court for redressing their grievance.

5.The writ petitions are dismissed accordingly. No costs. Consequently, WMP(MD)Nos.17546 & 17548, 17552 & 17555, 17553 & 17554 and 17556 & 17557 of 2019 are closed.

Sd/-

Assistant Registrar (AD II)

// True Copy //

Sub Assistant Registrar(CS)

mj

+1 CC to M/s.J. ANANDKUMAR, Advocate (SR-90456[F] dated 30/09/2019)

+1 CC to M/s.H.ARUMUGAM, Advocate (SR-90390[F] dated 30/09/2019)

W.P(MD) Nos.20960 to 20963 of 2019
27.09.2019

_KM/(16.10.2019) 2P 3C