



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

ORDER RESERVED : 17.03.2020

ORDER PRONOUNCED : 06.05.2020

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(The Court was lockdown due to COVID-19 pandemic from 24.03.2020 to 30.04.2020)

CORAM :

THE HONOURABLE MR.JUSTICE **C.V.KARTHIKEYAN**

W.P. (MD) Nos.1647 & 3436 of 2020

and

W.M.P. (MD) Nos.1363 & 2891 of 2020

I.Ganapathy

... Petitioner in both W.Ps.,

Vs.

1.The Commissioner of Municipal Administration,
Department of Municipal Administration and Water Supply,
No.75, Santhome High Road,
MRC Nagar,
Chennai.

2.The Commissioner,
Tirunelveli Corporation,
Tirunelveli.

3.The Executive Engineer,
Tirunelveli Corporation,
Tirunelveli.

... Respondents in W.P. (MD) No.1647 of 2020

1.The Secretary,
Department of Municipal Administration and Water Supply,
Secretariat,
Fort St.George,
Chennai 600 009.

2.The Commissioner of Municipal Administration,
Department of Municipal Administration and Water Supply,
No.75, Santhome High Road,
MRC Nagar,
Chennai.



3.The Commissioner,
Tirunelveli Corporation,
Tirunelveli.

4.NHA Associates,
664-8, a-1, TVM Road,
Tirunelveli - 627 005.

5.T.Balasubramanian

6.Vignesh and Company,
6/135, A2 Madurai Main Road,
Chekkanurani,
Madurai.

7.M/s.Mercy Rajan Associates,
54, Chellathai Nagar,
Magilchi Nagar, Tirunelveli.

[R4 to R7 has been impleaded vide
order dated 09.03.2020.]

... Respondents in W.P.(MD) No.3436 of 2020

PRAYER in W.P.(MD) No.1647 of 2020:Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Mandamus, directing the second respondent to follow the procedures contemplated under the Tamilnadu Transparency in Tenders Act, 1998, and execution of tenders by other municipalities and Corporations refraining from insisting for ownership of machineries as per tender condition No.4.5B of the tender notification No.21/2019-20 dated 08.01.2020 issued by the second respondent on the basis of the representation of the petitioner dated 21.01.2020.

PRAYER in W.P.(MD) No.3436 of 2020:Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Certiorarified Mandamus, calling for the records of the impugned order of the third respondent in ROC.No.21/2019-20 dated 03.02.2020 and quash the same as illegal and consequently, direct the third respondent to permit the petitioner to participate in the tender notification No.21/2019-20 dated 08.01.2020.

For Petitioner
in both W.Ps., : Mr.R.R.Kannan

W.P. (MD) No.1647 of 2020

For R1 : Mrs.J.Padmavathi Devi
Special Government Pleader



For R2 & R3

: Mr.Isaac Mohanlal, Senior Counsel
for Mr.Aayiram K.Selvakumar
Standing Counsel

W.P. (MD) No.3436 of 2020

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For R1 & R2

: Mrs.J.Padmavathi Devi
Special Government Pleader

For R3

: Mr.Isaac Mohanlal, Senior Counsel
for Mr.Aayiram K.Selvakumar
Standing Counsel

For R4 & R6

: Mr.G.Prabhu Rajadurai

For R5 & R7

: Mr.T.Lajapathi Roy

COMMON ORDER

Both the writ petitions have been filed by I.Ganapathy, questioning the tender notification No.21/2019-20 dated 08.01.2020 issued by the second respondent in W.P.(MD) No.1647 of 2020 namely, the Commissioner, Tirunelveli Corporation, Tirunelveli.

2.In W.P.(MD) No.1647 of 2020, the petitioner had sought a mandamus directing the second respondent to follow the procedures contemplated under the Tamilnadu Transparency in Tenders Act, 1998, with respect to the tender notification No.21/2019-20 dated 08.01.2020.

3.W.P.(MD) No.3436 of 2020 had been filed in the nature of certiorarified mandamus calling for the records of the order of the third respondent / the Commissioner of Tirunelveli Corporation, Tirunelveli, in ROC.No.21/2019-20 dated 03.02.2020 and set aside the same and directing the third respondent to permit the petitioner to participate in the tender notification No.21/2019-20 dated 08.01.2020.

4.Since both the writ petitions have been filed with respect to the procedures adopted and followed in tender notification No.21/2019-20 dated 08.01.2020 issued by the Commissioner of Tirunelveli Corporation, Tirunelveli, a common order is passed in both the writ petitions.

5.In the affidavit filed in support of W.P.(MD) No.1647 of 2020, the petitioner, I.Ganapathy, stated that he was a class-I Contractor of the Tamilnadu State Government and had executed several works for the Public Works Department and other departments. The second respondent / the Commissioner, Tirunelveli Corporation, Tirunelveli, had issued a notification in District Tender Bulletin



of Tirunelveli District under the 14th Central Finance Commission Grant - 2019-20 for 31 works for a total sum of Rs.13.21 crores for laying of roads in Tirunelveli City Corporation limits.

6. Notification No.21/2019-20 was issued in the District Bulletin dated 09.01.2020. The last date for submission of tender documents was 27.01.2020 till 03.00 p.m., The earnest money deposit was Rs.13.21 lakhs. The petitioner claimed that a single contract had been invited for 31 works each below Rs.50 lakhs. It was stated that the bidder should own the following machineries and should enclose the required and valid documents relating to ownership of the following machineries.

For B.T.Roads		
1	Central Mixing Plant	1 No.
2	Base Mixing Plant (Pug Mill)	1 No.
3	Bitumen Paver Finisher	1 No.
4	Tipper Lorry	4 Nos.
5	Vibratory Roller	2 Nos.
6	Static Roller	1 No.
7	Vehicle Mounted Mechanical Sprayer	1 No.
8	Water Lorry	2 Nos.
9	Excavator cum Loader	3 Nos.
10	Tractor Mounted, Compressor	2 Nos

7. The petitioner claimed that the cost of the machineries would be more 7 crores and the work was less than 50 lakhs. He therefore claimed that the stipulation to own the machineries was an onerous conditions. The petitioner claimed that he has most of the machineries including central mixing plant. It was also stated that other Corporations and Municipalities were not insisting that the bidder should have ownership of all the machineries. It was sufficient, if the bidder, either owned or had taken on lease the machineries. It was claimed that the Commissioner, Tirunelveli Corporation, Tirunelveli, alone had issued a tender notification stipulating ownership of all the machineries as a pre-condition and this has been questioned by the petitioner. The petitioner had given a representation on 21.01.2020 to modify the conditions. It was claimed that amendment of the conditions is permissible.

8. The writ petition in W.P.(MD) No.1647 of 2020 was filed on 27.01.2020, the last date for submission of bids. The writ petition had been filed seeking a direction against the Commissioner, Tirunelveli Corporation, Tirunelveli, to follow the procedures contemplated under the Tamilnadu Transparency in Tenders Act, 1998 and not to insist on ownership of machineries as stipulated in tender condition No.4.5 B of the tender notification. The writ



petition came up for consideration before my learned predecessor on 28.01.2020 and again on 11.02.2020. On 11.02.2020, my learned predecessor had re-posted the matter to 20.02.2020 for producing the details of the price bid including the rejected bids at the technical evaluation stage. In the meanwhile, on 19.02.2020, the petitioner had filed W.P.(MD) No.3436 of 2020. On the very next date, in W.P.(MD) No.3436 of 2020, the following order was passed:

"Mrs.J.Padmavathi Devi, learned Special Government Pleader takes notice for the respondents 1 and 2.

2.Mr.Aayiram K.Selvakumar, learned counsel takes notice on behalf fo the third respondent.

3.Admittedly, both the technical bid and the price bid are opened, but the contract is yet to be awarded.

4.It is also stated that the petitioner herein is L-1, though he did not qualify in the technical bid. Hence, the third respondent is directed not to award the contract till the date of next hearing before this Court on 03.03.2020. However, the proceedings can go on.

5.Post the writ petition on 03.03.2020, along with W.P.(MD) No.1647 of 2020."

9.W.P.(MD) No.3436 had been filed seeking a certiorarified mandamus to call for the impugned order dated 03.02.2020 and to set aside the same. The impugned order dated 03.02.2020 is as follows:

"Thiru.G.Kannan, B.Sc., B.Ed.,
Commissioner,
Tirunelveli Corporation,
Tirunelveli 627 001,
Telephone: 0462-2329328
Fax: (0462) 2329327
E.mail: commr.tirunelveli@tn.gov.in.

Roc No: 21/2019-20

Date: 03.02.2020

To
Thiru.I.Ganapathy,
17, Sankar Colony,
Palayamkottai,
Tirunelveli.

Sir,

Sub: Tirunelveli Corporation - 14th Central Finance
Commission - B.T.Surface-Information-Sent-Regarding.

Ref: (i) Tender Notice No.21/2019-20 dated 27.01.2020.



(ii) Minutes of the Tender Scrutiny Committee meeting for evaluation of Technical Bids for the work of B.T.Roads (14th Central Finance Commission) dated 31.01.2020

.....

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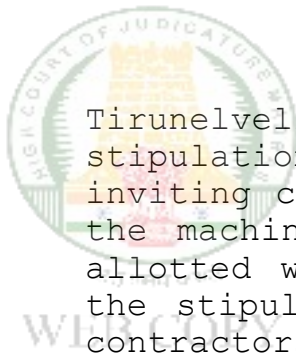
With reference to the 1st and 2nd cited above, tenders for the above project were received on 27.01.2020 and after the technical bid evaluation as per the tender documents your bid is found to be non-responsive for 14th Central Finance Commission B.T.Roads and hence technically not qualified.

Sd/-
Commissioner,
Tirunelveli Corporation."

10.W.P.(MD) No.3436 of 2020 came to be filed in view of the fact that as apprehended by the petitioner in W.P.(MD) No.1647 of 2020 his bid was rejected since he did not own all the stipulated machineries. In W.P.(MD) No.3436 of 2020, the petitioner again claimed that the stipulation to own all the machineries is a onerous condition. It was also claimed that such condition was not imposed by any other Municipal Corporation, which also had simultaneously invited tenders for laying roads under the 14th Central Finance Commission Grant-2019-20 and it was specifically alleged that the second respondent/the Commissioner, Tirunelveli Corporation, Tirunelveli, alone had indulged in imposing such an onerous condition with specific agenda to exclude competitors like, the petitioner and to include only those, who quoted a substantially larger figure than the petitioner. It was stated that the petitioner had quoted -9.40% for the bid amount for 18 works and had quoted -15% for the bid amount for 3 works and had quoted -11.2% for the bid amount for 1 work. It was stated that the contractors, who had been declared as successful in the technical bid had quoted +4.9% over and above the bid amount.

11.It was stated that the petitioner had all the machineries either in his name or had taken the same on lease and some were owned by his daughter-in-law and that therefore, they were always readily available for execution of the works. The petitioner questioned the impugned order, rejecting him as not qualifying for the technical bid and claimed it was passed without application of mind and to favour the contractors, who had been declared as successful in the technical bid. Since the said contractors were named, they were also impleaded as respondents in W.P.(MD) No.3436 of 2020.

12.The respondents have also filed counter affidavits and in the counter affidavit filed on behalf of the Commissioner,
<https://hcservices.ecourts.gov.in/hcservices/>



Tirunelveli Corporation, Tirunelveli, it had been stated that stipulation of conditions is well within the scope of tender inviting committee and the stipulation that the tenderer should own the machineries was a natural condition to ensure that the works allotted would be executed without any delay and completed within the stipulated time. It was stated that out of 7 contractors, 4 contractors had the requisite machineries and therefore, insistence of ownership of machineries cannot be stated to be as an onerous condition. It was also stated that the petitioner was aware of the condition and had willingly participated and submitted his bid and therefore, he cannot question any of the conditions. It had been stated that the right course for the petitioner would be to challenge the rejection order at the technical stage as provided under Section 11 of the Tamilnadu Transparency in Tenders Act, 1998 and it was therefore stated that the writ petition itself was not maintainable.

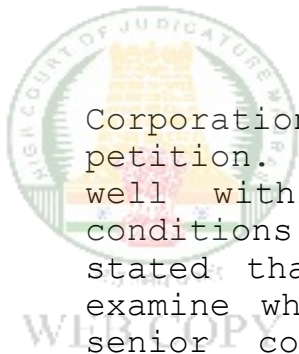
13. In the counter, the contractors, who were declared as successful in the technical bid stated that they owned the machineries and therefore, it is only proper that they had been declared as successful.

14. The Court had the benefit of hearing elaborate arguments advanced Mr.R.R.Kannan, learned counsel for the petitioner, Mr.Isaac Mohanlal, learned Senior Counsel for Mr.Aayiram K.Selvakumar, learned Standing Counsel for the Tirunelveli Corporation, Mrs.J.Padmavathi Devi, learned Special Government Pleader for the respondents 1 and 2 in W.P.(MD) No.3436 of 2020 and for the first respondent in W.P.(MD) No.1647 of 2020, Mr.G.Prabhu Rajadurai and Mr.T.Lajapathi Roy, learned counsels for the contractors, who had been declared as successful in the technical bid.

15. The learned counsel for the petitioner vehemently asserted that the imposition of the condition of ownership of all machineries, the total cost of which would, according to him, be, more than 7 crores, when each one of the contracts was only less than 50 lakhs and when every other Municipal Corporation had not insisted on such particular condition, learned counsel stated that it was highly unreasonable on the part of the respondent / Tirunelveli Corporation to insist on such an onerous stipulation.

16. The learned counsel also stated that the financial bids were opened and the offers made were disclosed and therefore, stated that necessary undertakings can be obtained from the petitioner to both complete the contract works within the stipulated time and to ensure that the machineries are kept ready for the execution of works. The learned counsel also stated that all the machineries were readily available with the petitioner either as owned or as lessee.

17. Mr.Isaac Mohanlal, learned Senior Counsel, for Mr.Aayiram K.Selvakumar, learned Standing Counsel for the Tirunelveli Corporation, learned counsel for the respondent, stated that the



Corporation however questioned the maintainability of the writ petition. The learned senior counsel also stated that it is very well within the domain of the respondents to stipulate the conditions as required by them. The learned senior counsel also stated that it would be highly inappropriate for the Court to examine whether any conditions were onerous or not. The learned senior counsel further pointed out that the petitioner had participated in the bid. If he had not satisfied the conditions, he need not have participated in the tender at all. Having participated, it is only fair that he confirms to the stipulations laid down.

18.Both Mr.G.Prabhu Rajadurai and Mr.T.Lajapathi Roy, learned counsel for the contractors, who have crossed the technical evaluation, in one voice stated that the allegations by the petitioner that a cartel had been formed is false and they strongly condemned such allegation. They stated that the contractors participated in the tender and they owned each and every machinery required and consequently, it was only proper that they were declared as successful in the technical bid. They also maintained that the petitioner should take up the issue under Section 11 of the Tamilnadu Transparency in Tenders Act, 1998.

19.Mr.R.R.Kannan, learned counsel for the petitioner relied on the judgment reported in **(2007) 14 Supreme Court Cases 517 (Jagdish Mandal Vs. State of Orissa and others)**, wherein, the Hon'ble Supreme Court had held in paragraph No.22 that the Court before interfering in tender or contractual matters, should examine whether the process adopted or decision made is malafide or intended to favour someone or whether the said process or decision is arbitrary and irrational and whether public interest is affected.

20.In the instant case, the learned counsel pointed out that stipulating ownership of the machineries was irrational and intended to favour the successful contractors.

21.Mr.Isaac Mohanlal, learned Senior Counsel for Tirunelveli Corporation, however, pointed out the ratio laid down in very same decision, wherein, the Hon'ble Supreme Court had actually rejected the lowest tenderer and the learned Senior Counsel stated that the petitioner in the instant case, cannot claim any vested right merely because, his offer was lower than the other tenderers. He had to satisfy the conditions laid down.

22.The learned counsel for the petitioner then relied on the judgment reported in **(2012) 8 Supreme Court Cases 216 (Michigan Rubber (India) Limited Vs. State of Karnataka and others)**, wherein, at paragraph No.21, the Hon'ble Supreme Court had followed the very same ratio laid down in **Jagdish Mandal case (referred supra)** and in paragraph No.23 and had further stated that interference of the



Court in contractual matters should be very limited, but the Court should pose the very same questions, namely, whether the process adopted or decision made is malafide and whether such decision is arbitrary or irrational and whether public interest is affected.

23.Mr.Isaac Mohanlal, learned Senior Counsel also pointed out the very same judgment, wherein, it is also stated that the Government and its undertakings must have a free hand in setting the terms of the tender and the Court should not interfere with the terms of the tender merely because, it feels that some other terms in the tender would have been fairer, wiser or logical.

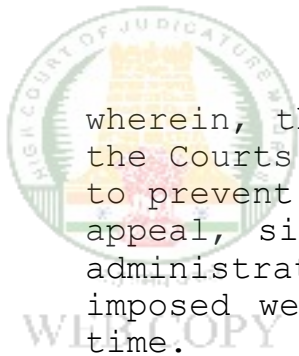
24.The learned counsel for the petitioner then relied on the judgment reported in **(2004) 3 Supreme Court Cases 553 (ABL International Limited and another Vs. Export Credit Guarantee Corporation of India Limited and others)**, wherein, the Hon'ble Supreme Court had stated that when an instrumentality of the State acts contrary to principles, the writ petition is maintainable.

25.The learned counsel for the petitioner then relied on the judgment reported in **(2019) 4 Supreme Court Cases 401 (Icomm Tele Limited Vs. Punjab State Water Supply and Sewerage Board and another)**, wherein, again, it was stated that the Court should examine whether any condition is arbitrary or discriminatory or violatory under Article 14 of the Constitution of India.

26.In the instant case, the petitioner had applied for a tender wherein ownership of the machineries was a pre condition. To preempt insistence of such pre condition, the petitioner immediately after submitting his tender documents, gave a representation and then filed W.P.(MD) No.1647 of 2020. The petitioner should own the machineries. He cannot expect the Court to show him any concession in that regard. Thereafter, the respondents examined the tender documents and rejected the petitioner's documents, since he did not own the machineries. He then filed W.P.(MD) No.3436 of 2020. The order rejecting the documents had been communicated to the petitioner. Questioning that order, the petitioner had filed W.P. (MD) No.3436 of 2020.

27.Mr.Isaac Mohanlal, learned Senior Counsel relied on the judgment of a Division Bench of this Court reported in **2001 (4) CTC 257 (Y.Swamidhas and another Vs. The Chief Engineer, National Highways, Chennai 5 and others)**, wherein, the Division Bench of this Court had stated that imposition of ownership of machineries is not a onerous condition, since it only ensures that such machineries are at the ready disposal of successful contractors.

28.The learned senior counsel also relied on a judgment reported in **(2004) 4 Supreme Court Cases 19 (Directorate of Education and others Vs. Educomp Datamatics Limited and others)**,



wherein, the Hon'ble Supreme Court had reiterated the position that the Courts can scrutinize the award of contractors by the Government to prevent arbitrariness or favoritism, but cannot sit as a Court of appeal, since the Courts do not have the expertise to correct any administrative decision. He further stated that the conditions imposed were necessary to ensure that the works were completed on time.

29.I have given my careful consideration on the arguments advanced.

30.The Tamilnadu Transparency in Tenders Act, 1998, is an Act to provide transparency in the public procurement and to regulate the procedures in inviting and accepting the tenders. Section 10 of the said Act is as follows:

"Section 10:- Evaluation and Acceptance of Tender:-

(1) the tender accepting authority shall cause an objective evaluation of the tenders taking into consideration the schedule of rates as mentioned in the tender document and the prevailing market rate for procurement and comparison of the tenders in accordance with the procedure and criteria specified in the tender document;

(2) after evaluation and comparison of tenders as specified in sub - Section (1), the tender accepting authority shall accept the lowest tender ascertained on the basis of objective and quantifiable factors specified in the tender document and giving relative weights among them;

(3) notwithstanding anything contained in sub-Section (2), if the tender accepting authority decides that the price of the lowest tender is higher with reference to the prevailing market rate or the schedule of rates (the said authority) may negotiate for a reduction of price with that tenderer;

(4) if at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, he shall not accept the tender of that tenderer even if it may be the lowest tender;

(5) in case where two or more tenderers quoted the same price, the Tender Accepting Authority shall split the procurement among such tenderers taking into consideration the experience and credentials of such tenderers. Where such splitting is not possible or could not be done equally, he shall record reasons for the same;

(6) if the Tender Accepting Authority proposes to accept the tender as per the provisions of this section, he shall pass orders accepting the tender together with reasons for such acceptance;



(7) the Tender Accepting Authority shall intimate the information regarding the name and address of the tenderer whose tender has been accepted along with the reasons for rejection of other tenders to the appropriate Tender Bulletin Officers;"

31. Section 11 of the said Act relates to appeals and is as follows:

"11. Appeal:-

(1) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt.

(2) In disposing of an appeal under sub-section (1), the Government may, after giving the party an opportunity of making his representations, pass such order thereon as they may deem fit.

(3) The order of the Government on such appeal shall be final.

(4) The Government may, pending the exercise of their powers under this section pass such interlocutory orders as they may deem fit."

32. It is seen that if any tenderer is aggrieved by the order passed by the Tender Accepting Authority, under Section 10, he may appeal to the Government within 10 days from the date of receipt of such order and the Government shall dispose of the appeal within 15 days from the date of receipt of such appeal. Notice before disposal is mandatory. This is a statutory and effective alternative remedy available to the petitioner. He had deliberately not chosen to avail such opportunity. The reasons are known only to him. He could have raised the issue with the appellate authority that other Municipal Corporations had not imposed a condition to own machineries and that he has the machineries available as owner / lessee. These are issues which can be examined only by the appellate authority, which is a technical body.

33. The learned counsel for the petitioner invited this Court to render a finding that the condition imposed was onerous. However, when there is an appellate authority available, it will be highly inappropriate on the part of this Court to express any views on the nature of the conditions imposed, or to compare the conditions with conditions as imposed by other Municipal Corporation. This will be in the exclusive domain of the appellate authority. The ratio laid down by the Hon'ble Supreme Court was to examine whether such conditions were malafide or arbitrary or had been stipulated to favour a select few. When four out of seven tenderers own machineries, it cannot be stated that the condition is either malafide or arbitrary or to favour the said four contractors. The petitioner claims to be a Class I contractor. It is only expected that he owned the machineries.



34.A division Bench of this Court in W.A.Nos.355 to 361 of 2018 batch (**M/s.Dharani Hi-tech Projects Private Limited Vs. The District Collector/Chairman, DRDA. (District Rural Development Agency), Pudukottai and another**), by judgment dated 07.03.2018, while confirming the order of dismissal of the writ petition by a learned single Judge, had held that the writ petitions, questioning rejection of the tender documents, were not maintainable in view of the appellate remedy available under Section 11 of the Tamilnadu Transparency in Tenders Act, 1998. After examining the entire issue, the Division Bench of this Court declined to interfere with the order of the learned single Judge and finally stated as follows:

"27.If the petitioners are so advised, they are at liberty to file an appeal before the appellate authority within a period of one week from the date of receipt of a copy of this order along with a petition for interim orders under Section 11(4) of the said Act and on such filing of appeal, the appellate authority shall entertain the appeal, if the papers are otherwise in order without putting the issue of limitation and after putting the respondents in the writ petitions on notice, shall take up the petition for stay at the first instance and give a disposal in accordance with law within a period of two weeks from the date of submission of the appeal. The Appellate authority is also at an option to give disposal of the appeal itself, within a period of six weeks from the date of entertainment of the appeal. However, in the circumstances of the case, there shall be no order as to costs. Consequently, connected miscellaneous petitions are closed."

35.In the instant case, I feel that ends of justice would be met, if the petitioner is also granted liberty to file an appeal under Section 11 of the Tamilnadu Transparency in Tenders Act, 1998, questioning the order rejecting the petitioner's tender at the technical stage. The issues can be addressed by the appellate authority. The appellate authority can examine whether in the nature of work called for ownership of each and every machinery and whether such condition was absolutely necessary or whether an undertaking that the machineries would be kept ready is sufficient. The appellate authority can also examine the fact that the petitioner has claimed that he was the lowest tenderer for 22 works for which he has bid by -9.5% and compare his offer with the rates quoted by the successful contractors, who crossed the technical stage and who, according to the petitioner, had bid +4.9% over and above the bid amount. The appellate authority is the proper authority to examine all these issues both from the technical and financial angle.

36.As repeatedly pointed out by the Hon'ble Supreme Court in the judgments referred to supra by both the learned counsel for the



petitioner and the learned senior counsel for the respondents, this Court while examining a contractual issue cannot sit as a Court of appeal and cannot substitute its own views to the views of either the tender inviting committee or the tender evaluating committee. Therefore, having given my careful thought to the facts, I would follow the directions given by the Division Bench of this Court in **M/s.Dharani Hi-tech Projects Private Limited** (referred supra) and issue the very same directions. I hold that these writ petitions are not maintainable and therefore, the petitioner is not entitled for any relief in view of the appeal remedy available.

37. Accordingly, the writ petitions are dismissed. However, the following directions are issued:

If the petitioner feels it appropriate, he is at liberty to file an appeal before the Appellate Authority within a period of two weeks from the date of receipt of a copy of this order along with a petition for interim orders under Section 11(4) of the said Act and on such filing of appeal, the Appellate Authority shall entertain the appeal, if the papers are otherwise in order without insisting on the issue of limitation and after putting the respondents in the writ petitions on notice, shall take up the petition for stay at the first instance and give a disposal in accordance with law within a period of three weeks from the date of submission of the appeal. The Appellate Authority also has the option to give disposal of the appeal itself, within a period of six weeks from the date of entertainment of the appeal.

38. Writ Petitions are dismissed with the above observations. However, in the circumstances of the case, there shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(AS)

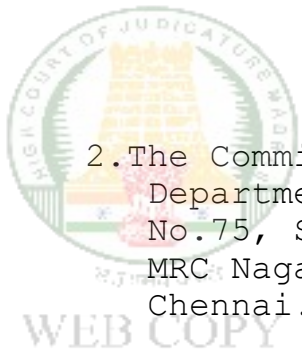
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/ /2020
Sub Assistant Registrar

To

1. The Secretary,
Department of Municipal Administration and Water Supply,
Secretariat,
Fort St. George,
Chennai 600 009.

<https://hcservices.ecourts.gov.in/hcservices/>



2.The Commissioner of Municipal Administration,
Department of Municipal Administration and Water Supply,
No.75, Santhome High Road,
MRC Nagar,
Chennai.

3.The Executive Engineer,
Tirunelveli Corporation,
Tirunelveli.

order made in
W.P. (MD) Nos.1647 & 3436 of 2020
06.05.2020

MM

JM/RSK/14.05.2020/14P/4C