



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 10.11.2020

CORAM

WEB COPY

THE HONOURABLE MR. JUSTICE ABDUL QUDDHOSE

W.P. (MD) .No.15795 of 2020

and

W.M.P. (MD) .Nos.13242 & 13243 of 2020

I.Anthony Raj

.. Petitioner

Vs.

The Managing Director,
Tamil Nadu Salt Corporation Limited,
L.L.A. Building 4th Floor,
735, Annasalai,
Chennai - 2.

.. Respondent

PRAYER: Writ Petition is filed under Article 226 of Constitution of India for issuance of Writ of Certiorarified Mandamus, to call for the records on the file of respondent's tender notification vide Tender No.02/PD/2020 dated 22.10.2020 published in news paper on 24.10.2020 and quash the same as illegal and devoid of merits and consequently direct the respondent to extend the period of fishing contract to another 7 months from 02.12.2020 to view of Covid - 19 Lockdown period.

For Petitioner : Mr.Raja Karthikeyarn

For Respondent : Mr.J.Gunaseelan Muthiah
Standing Counsel

ORDER

(This writ petition is heard through video conference)

This writ petition has been filed challenging the tender notification dated 20.10.2020, issued by the respondent and published in the newspaper on 24.10.2020.

2.Heard Mr.Raja Karthikeyan, learned counsel for the petitioner and Mr.J.Gunaseela Muthiah, learned Standing counsel for the respondent.

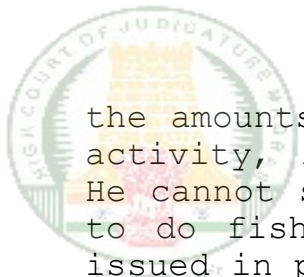
3.By consent of both parties, this writ petition is taken up for final disposal at the admission stage itself.



4.It is the case of the petitioner that he was awarded fishing contract on 02.12.2019. It is his case that an agreement was entered into between the petitioner and the respondent on 03.12.2019. Under the said agreement, he was permitted to do fishing at Reservoir - I and second part of 30 acres at MVSC Valinokkam, Ramanathapuram District, for a period of 12 months, from 03.12.2019 to 02.12.2020. According to him, he has paid Rs.15,50,000/- as the total consideration for the said fishing contract awarded by the respondent. It is his case that due to Covid - 19 pandemic, the respondent did not permit the petitioner to do fishing activities as per the contract from March 2020 to 30th September 2020. It is the case of the petitioner that he gave a representation to the respondent on 23.10.2020 seeking extension of the period of fishing contract by another 7 months, in view of the lock down period of 7 months between March 2020 to 30th September 2020. According to the petitioner, without considering the petitioner's representation, the respondent has issued the impugned tender notification dated 22.10.2020, calling for bids for awarding fishing contract for the period from 03.12.2020 to 02.12.2021. According to the petitioner, the impugned tender notification of the respondent is arbitrary, illegal and has to be quashed. In such circumstances, this writ petition has been filed, challenging the impugned notification.

5.The relief sought for in this writ petition cannot be granted by this Court. Tenders are issued in public interest and not to protect private interest. Admittedly, the petitioner has entered into a contract with the respondent, by which, he was awarded fishing contract for a period from 03.12.2019 to 02.12.2020. The terms and conditions are mentioned in the said contract, dated 03.12.2019. In this writ petition, the petitioner seeks to quash the impugned tender notification, by which the respondent to award contract to successful bidder for the next period of one year from 03.12.2020 to 02.12.2021. The petitioner claims that he has paid the entire consideration of Rs.15,50,000/- to the respondent as per the agreement dated 03.12.2019. It is his case that for a period of 7 months between March 2020 to 30th September 2020, he was unable to generate income out of the fishing contract due to lock down on account of Covid - 19 Pandemic. He has also given a representation to the respondent on 23.10.2020, seeking for extension of the fishing contract by another period of 7 months.

6.Today, the learned Standing counsel for the respondent has placed before this Court a communication dated 09.11.2020, issued by the respondent to the petitioner, whereby they have rejected the request of the petitioner for extension of the contract by another period of 7 months. The relationship between the petitioner and the respondent is governed by the fishing contract dated 03.12.2019, wherein the terms and conditions are mentioned. If at all, the petitioner has suffered any loss or was unable to perform his



the amounts for the period during which he was unable to do fishing activity, in view of the lock down during the pandemic situation. He cannot stall the tender notification on account of his inability to do fishing activity during the period of contract. Tender is issued in public interest and not to protect personal interest. The interest of the petitioner is only personal in nature, which can be redressed in accordance with the fishing contract dated 03.12.2019, entered into between him and the respondent. As observed earlier, he cannot stall any fresh tender called for by the respondent that too for the period after the expiry of the petitioner's period of contract. He can also participate in the fresh tender along with other eligible participants. His only remedy if at all is to seek refund of amount, for the period of the lock down, from the respondent.

7. Therefore, this Court is of the considered view that the writ petition challenging the impugned tender notification dated 22.10.2020, is not maintainable and it has to be rejected by this Court. However, the petitioner is permitted to approach the respondent by giving a fresh representation seeking for refund of the amount for the period between March 2020 to 30th September 2020, which he claims that he was unable to do fishing activities due to Covid - 19 lock down and the respondent shall consider the said representation on merits and in accordance with law.

8. For the foregoing reasons, there is no merit in this writ petition with regard to the challenge made to the impugned tender notification dated 22.10.2020. However, the petitioner is bound to give a fresh representation to the respondent, within a period of one week from the date of receipt of a copy of this order, seeking for refund of the amount under the fishing contract dated 03.12.2019, entered into between the petitioner and the respondent for his inability to do the fishing activities during the period of Covid - 19 lock down between March 2020 to 30th September 2020 and on receipt of the said representation, the respondent is directed to consider the same on merits and in accordance with law, within a period of two weeks thereafter. It is made clear that the petitioner is permitted to participate in the fresh tender called for by the respondent under the impugned tender notification.

9. With the aforesaid directions, this writ petition is disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

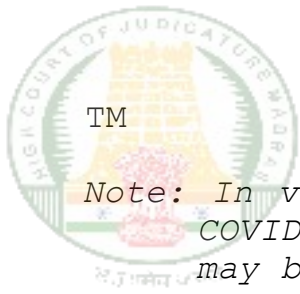
Sd/-

Assistant Registrar (CS-I)

// True Copy //

/ /2020

Sub Assistant Registrar(CS)



TM

Note: In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

The Managing Director,
Tamil Nadu Salt Corporation Limited,
L.L.A. Building 4th Floor,
735, Annasalai,
Chennai - 2.

+1 CC to Mr.J.GUNASEELAN MUTHIAH, Advocate (SR-21668[F] dated 10/11/2020)

**W.P. (MD) .No.15795 of 2020
10.11.2020**

VB (04.12.2020) 4P 3C