



W.P.No.18857 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.06.2023

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.18857 of 2023

and

W.M.P.Nos.18102, 18103 and 18107 of 2023

M/s.S.K.Manpower Consultancy,
Represented by its Managing Director,
Old No.13, New No.30,
Thiruvottiyur High Road,
Thangal, Thiruvottiyur,
Chennai – 600 019.

... Petitioner

Vs.

1. The Managing Director,
Metropolitan Transport Corporation
(Chennai) Limited,
No.2, Pallavan Illam,
Pallavan House, Anna Salai,
Chennai – 600 002.
2. The General Manager Tech and Corporation,
Metropolitan Transport Corporation
(Chennai) Limited,
No.2, Pallavan Illam,
Pallavan House, Anna Salai,
Chennai – 600 002.

... Respondents



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PRAYER : Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus, calling for the records pertaining to the impugned Letter No.7121/Civil/MTC/2021 dated 10.05.2023 of the first respondent and the consequential invitation of tender dated 14.06.2023 in Tender No.7121/Civil/MTC/2021 of the first respondent and quash the same and consequently, direct the first respondent to consider the representation of the petitioner dated 30.03.2023 and grant sufficient time to comply with the statutory requirements of the first respondent.

For Petitioner : Mr.K.Elango
for Mr.J.Deliban

For Respondents : Mr.L.S.M.Hassan Fizal
Standing Counsel

ORDER

This Writ Petition has been filed to call for the records of the impugned Letter No.7121/Civil/MTC/2021 dated 10.05.2023 and the consequential invitation of tender dated 14.06.2023 in Tender No.7121/Civil/MTC/2021 passed by the first respondent, quash the same and consequently, direct the first respondent to consider the representation of the petitioner dated 30.03.2023 and grant sufficient time to comply with the statutory requirements of the first respondent.



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2. By consent of both parties, the Writ Petition is taken up for final hearing at the admission stage itself.

3. The case of the petitioner is that the petitioner participated in the tender process for the work of cleaning of toilets and sweeping of depots, workshops and bus terminus of the first respondent Corporation for a period of one year from the date of handing over the site. Based on the tender notice, the petitioner has submitted a proposal to carry out the above said works of the first respondent Corporation with all the requisite documents including the earnest money deposit of Rs.3,24,000/-. As per proceedings dated 26.03.2022, the first respondent awarded tender in favour of the petitioner and entrusted the said work for a period of one year subject to certain conditions. An agreement was entered into between the first respondent and the petitioner on 12.04.2022 to carry out the above said cleaning works. As per the terms and conditions, the performance will be reviewed once in six months and upon satisfaction of his performance, he was allowed to continue.



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4. It is the further case of the petitioner that on 27.02.2023, the first respondent called upon the petitioner to furnish the documents such as E.S.I and P.F. accounts pertaining to the employees engaged by the petitioner for the above said cleaning works in order to extend the contract for another period of one year which was due to expire on 31.03.2023. Thereafter, on 17.03.2023, the petitioner made a representation to the first respondent enclosing the P.F. Receipt and Challan and E.S.I. Certificate and the Labour License Certificate and requested the first respondent to renew the contract for another period of one year as per the agreement dated 12.04.2022. However, on 25.03.2023, the first respondent once again insisted the petitioner to provide the necessary documents such as E.S.I and P.F. account details for all the staffs / employees engaged by the petitioner for the above said cleaning works in the first respondent Depots, Workshops and Bus terminus. Thereafter, on 30.03.2023, the petitioner once again made a representation to the first respondent enlightening the difficulty of collecting proper documents such as Aadhar and PAN Card from the



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employees as they do not possess the said documents and requested three months time to comply with the statutory requirements. On 20.04.2023, the first respondent communicated to the petitioner to furnish the necessary documents immediately, failing which, the contract would not be extended. The first respondent without taking the above said facts into consideration, passed an impugned order dated 10.05.2023 terminated his contract and temporarily allowed him to continue from 01.04.2023 to 30.06.2023. In the meantime, on 14.06.2023, the first respondent consequentially invited for a fresh tender for the above said work, which is contrary to law. Challenging the same, the petitioner has filed the present Writ Petition with the aforesaid prayer.

5. The learned counsel appearing for the petitioner would submit that admittedly the petitioner made representation on 30.03.2023 to the first respondent for extension of three months time for production of necessary documents and the said representation was considered on 20.04.2023 directing the petitioner to furnish the documents as expeditiously as



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possible and the petitioner presumed that three months time was granted.

However, all of a sudden, on 10.05.2023 the contract was terminated without any notice, which is not sustainable one. Accordingly, he prayed for allowing the Writ Petition.

6. The learned Standing Counsel appearing for the respondents, on instructions, would submit that the agreement was entered into between the petitioner and the first respondent on 12.04.2023 for a period of one year and the said period is going to be expired on 31.03.2023. As per the terms and conditions of the contract, the petitioner is entitled to extend another period of one year, if he satisfies the first respondent Corporation by producing necessary E.S.I. and P.F. accounts pertaining to the employees already engaged by the petitioner for the above said work. However, the details have not been furnished by the petitioner and thereby, the termination order was passed which is perfectly in order, which cannot be interfered with. The petitioner was very much entitled to participate in the tender process, but without participating in the tender process, filing the



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present Writ Petition is unsustainable one. Hence, he prayed for dismissal of the Writ Petition.

7. The learned Standing Counsel would further submit that the fresh tender process was initiated only pursuant to the termination order dated 10.05.2023 and hence it does not affect the third party interest in the subsequent tender process.

8. Heard the learned counsel appearing for the parties and perused the materials placed before this Court.

9. The facts in the present case are not in dispute. Admittedly, the petitioner entered into an agreement with the first respondent on 12.04.2022 for cleaning of Toilets and Sweeping of Depots, Workshop and Bus Terminus. It is equally an undisputed fact that the period of contract was one year and the said contract was due to expire on 31.03.2023. In the meantime, the first respondent issued notice on 25.03.2023 insisted the



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petitioner for production of necessary documents such as E.S.I. and P.F. account details for all the staffs / employees engaged by him for the above said cleaning works. The petitioner made representation on 30.03.2023 requested extension of three months time for production of such documents and the same was considered by the first respondent on 20.04.2023 directing the petitioner to furnish the documents as expeditiously as possible. All of a sudden, without issuing any notice, the first respondent passed the impugned termination order dated 10.05.2023, which is illegal. However, the fact remains that the first respondent Corporation considered the request of the petitioner dated 30.03.2023 and passed orders on 20.04.2023, giving some time to comply with the requirements. However, all of a sudden, on 10.05.2023, the first respondent has passed the termination order, without even providing a further opportunity to the petitioner to provide the documents. In the meantime, on 14.06.2023, the first respondent consequentially issued fresh tender notification for the above said works which is also contrary to law. Hence, this Court is inclined to dispose of the Writ Petition with the following directions:



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“(i) The impugned order passed by the first respondent dated 10.05.2023 is set aside and the matter is remitted back to the first respondent for fresh consideration.

(ii) The petitioner is directed to produce E.S.I and P.F. account details for all the staffs / employees engaged by him for the above said cleaning works to the first respondent within a period of one month from the date of receipt of a copy of this order.

(iii) On receipt of such documents, the first respondent shall review the same and pass final orders on merits and in accordance with law. It is made clear that, if the petitioner fails to submit the relevant documents and records, the first respondent shall initiate the fresh tender process in accordance with law.

(iv) Until such time, the impugned notification dated 14.06.2023 shall be kept in abeyance and the respondents shall take a final call in regard to the issuance of fresh tender notification thereafter.”



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10. With the above observations and directions, this Writ Petition is disposed of in the above terms. No costs. Consequently, connected Miscellaneous Petitions are closed.

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NCC: Yes / No
Index : Yes / No
Speaking Order : Yes / No

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Note: Issue order copy by 27.07.2023.



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To

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Metropolitan Transport Corporation
(Chennai) Limited,
No.2, Pallavan Illam,
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Chennai – 600 002.
2. The General Manager Tech and Corporation,
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