



W.P.(MD)No.14278 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 28.11.2023

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

W.P.(MD)No.14278 of 2020

and

W.M.P.(MD)No.11935 of 2020

M/s.Raha Advertisers,
represented by its Proprietor,
Durgadevan, Madurai District. ... Petitioner

vs.

1.The Managing Director,
Tamil Nadu State Transport Corporation (Madurai) Ltd.,
Bye Pass Road, Madurai-10

2.The General Manager,
Tamil Nadu State Transport Corporation (Madurai) Ltd.,
Virudhunagar Region, (Commercial & Operation),
Virudhunagar. ... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus calling for the records pertaining to the impugned order passed by the 2nd respondent in Ref.VaE/C1/123/2020 dated 21.09.2020 received by the petitioner on 24.09.2020 and quash the same and forbearing the respondents from initiating proceedings for forfeiture of security deposit and direct the second respondent to refund the security deposit paid by the petitioner.



W.P.(MD)No.14278 of 2020

For Petitioner :Mr.J.Anandkumar
For Respondents :No Appearance

ORDER

This Writ Petition has been filed challenging the impugned proceedings of the second respondent dated 21.09.2020 and for a direction to the respondents to forbear them from initiating proceedings for forfeiture of the security deposit and for a further direction to the second respondent to refund the security deposit paid by the petitioner.

2.Heard Mr.J.Anand Kumar, learned Counsel appearing on behalf of the petitioner. Notice has been serviced on the respondents and the name has also been printed in the cause and there is no representation either in person or through Counsel.

3.The case of the petitioner is that he was awarded the contract for advertising in the buses owned by State Transport Corporation for a period of 33 months and initially, the petitioner was permitted to carry out the work from 01.03.2019 to 31.01.2020. The petitioner was also directed to deposit the security deposit of Rs.11,13,162/- and the monthly



W.P.(MD)No.14278 of 2020

rent was fixed at Rs.4,81,573/-. The petitioner made this payment and he has commenced this work. The contract period of the petitioner was further extended for 11 months by proceedings dated 31.01.2020 from 01.02.2020 to 31.12.2020. The petitioner was directed to pay a further security deposit and after taking into consideration the earlier security deposit made, it was adjusted and the balance amount was paid by the petitioner. The further case of the petitioner is that he had paid the monthly charges without any default till January 2020 and due to outbreak of COVID-19 virus from March 2020, there was a total lock down and the petitioner was not in a position to pay the monthly charges.

4.The grievance of the petitioner is that the second respondent proceeded to pass orders through the impugned proceedings dated 21.09.2020 calling upon the petitioner to pay a sum of Rs.4,81,573/- towards monthly charges and the remaining amount of the security deposit. According to the petitioner, this proceedings was issued by the second respondent without affording any opportunity to the petitioner and without taking into consideration the fact that there was a total lock down during the pandemic period. Aggrieved by the same, the present



W.P.(MD)No.14278 of 2020

Writ Petition has been filed before this Court.

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5. When the Writ Petition was entertained by this Court, an order of interim injunction was passed pending disposal of this Writ Petition on 04.11.2020. Notice issued to the respondents has been served and there is no representation either in person or through Counsel.

6. In the considered view of this Court, the impugned proceedings of the second respondent dated 21.09.2020 suffers from violation of principles of natural justice, since the petitioner has been directed to pay the monthly charges to the tune of Rs.4,81,573/- without taking into consideration the total lock down period and also the remaining security deposit for February and March 2020. The petitioner was also informed that if this amount is not paid, the same will be adjusted from the available security deposit. This proceedings of the second respondent has civil consequences and more particularly, since the petitioner was not in a position to undertake any work during the lock down period.



W.P.(MD)No.14278 of 2020

7. In view of the above, the impugned proceedings of the second respondent in Ref.VaE/C1/123/2020 dated 21.09.2020 is hereby quashed.

There shall be a direction to the second respondent to issue fresh notice to the petitioner and afford an opportunity to the petitioner and thereafter, pass orders strictly in accordance with law. This exercise shall be completed by the second respondent within a period of eight weeks from the date of receipt of a copy of this order.

8. This Writ Petition is allowed with the above directions. No costs. Consequently, connected miscellaneous petition is closed.

Index : Yes / No
Internet : Yes / No
NCC : Yes / No

28.11.2023

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W.P.(MD)No.14278 of 2020

N.ANAND VENKATESH, J.

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W.P.(MD)No.14278 of 2020

28.11.2023