



W.P.(MD) No.12959 of 2023

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 13.06.2023

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THE HONOURABLE Ms.JUSTICE P.T.ASHA

W.P.(MD) No.12959 of 2023

K.Mayan

... Petitioner

/vs./

**1.The Joint Commissioner,
HR & CE Department,
Sivagangai.**

**2.AL.AR.Kattalai,
represented by its Managing Trustee,
Kalaiyarkovil,
Sivagangai District.**

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, to direct the respondents to extend the period of agreement dated 27.08.2022 for a period of six months with respect to collecting Mahamai in the Monday weekly market at Kalaiyarkovil, Sivagangai District by considering the representation of the petitioner dated 29.04.2023 within a period as may be fixed by this Court.



W.P.(MD) No.12959 of 2023

WEB COPY

For Petitioner : Mr.R.Anand for
Mr.A.Mohan
For R1 : Mr.P.Subbaraj
Special Government Pleader
For R2 : Mr.Lakshmanasamy

ORDER

The petitioner has approached this Court seeking the issue of a Writ of Mandamus directing the respondents to extend the period of agreement dated 27.08.2022 for a further period of six months to collect 'Mahamai' in the Monday weekly market at Kalaiyarkovil, Sivagangai District by considering the representation of the petitioner dated 29.04.2023.

2.It is the case of the petitioner that the second respondent Trust is the competent authority to conduct the tenders for the weekly vegetable market situate in the lands belonging to the second respondent at Kalaiyarkovil, Sivagangai District. The second respondent had floated a tender in the month of June, 2022 for collecting 'Mahamai' in the Monday weekly market for the Fasli year 1432. The tender date was fixed on 29.06.2022 and the lease was for the period from 01.07.2022 to 30.06.2023.



W.P.(MD) No.12959 of 2023

WEB COPY

3.The petitioner submits that when he had gone to submit his tender physically in the office of the second respondent, the erstwhile contractor, Saravanan physically prevented him from participating in the tender and had assaulted him. Thereafter, the said Saravanan participated in the tender and was declared as successful bidder. However, his tender was cancelled, since he had not made the payment within the time stipulated in the tender notification. Therefore, the second respondent invited fresh tenders in the month of July, 2022 for the period from 01.08.2022 to 30.06.2023.

4.In this tender, the petitioner and others had participated and once again the said Saravanan has quoted an unreasonable amount with an intent to derail the tender proceedings and he had emerged successful. Once again he had failed to pay the tender amount within the stipulated time and therefore, the petitioner had filed W.P.(MD) No.17001 of 2022 seeking direction to the second respondent to confirm the tender in his favour being the second highest bidder. This Court, by order dated 05.08.2022, was pleased to allow the writ petition and the second respondent had confirmed the tender after giving sufficient opportunities to the said Saravanan.



W.P.(MD) No.12959 of 2023

WEB COPY

5. On 27.08.2022, an agreement was entered into for the period from 01.08.2022 to 30.06.2023. It is the case of the petitioner that the tender had come into effect only on 27.08.2022, as a result the petitioner has lost two months even at the time of execution of the said agreement and it is for this reason that the petitioner would seek an extension. The learned counsel for the petitioner would submit that the petitioner has expended money for renovating the market over and above the lease amount and therefore, he must be given the extension taking into account the fact that he had lost two months.

6. The learned Special Government Pleader appearing for the first respondent on the other hand would submit that the petitioner was paid a sum of Rs.4,00,000/- taking into consideration the delay in handing over the possession to the petitioner. Admittedly, from 25.08.2022, the petitioner has taken charge of the market. He would therefore submit that the petitioner in the guise of the writ petition is trying to squat on the property and not permitting a fresh auction being conducted.

7. Heard the learned counsels appearing on either side.



W.P.(MD) No.12959 of 2023

WEB COPY

8. Admittedly, the period of lease comes to an end on 30.06.2023. The petitioner had been granted the lease from 01.08.2022 to 30.06.2023 and within 27 days, he has been put in possession. For the 27 days, he has also been compensated. Therefore, the demand made in the writ petition is without any basis. In fact, even as per the tender conditions, the successful tenderer has to bear the expenses for putting up the temporary sheds and platforms and also to attend the routine repair works to the electrical lines, pipe lines etc., Therefore, the contention that the petitioner has spent money for the upkeep of the premises has to be compensated lacks any legal basis. Accordingly, the Writ Petition is dismissed. However, a direction is issued to the second respondent to forthwith issue necessary publication inviting tenders for the 'Mahamai' in the Monday weekly market within a week from the date of receipt of a copy of this order. It is needless to state that the petitioner's possession shall not be disturbed till the period of his lease and it is well open to the petitioner to participate in the tender. However, there shall be no order as to costs.

Speaking : Yes / No
NCC : Yes / No
Internet : Yes / No
Index : Yes / No
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13.06.2023

5/7



W.P.(MD) No.12959 of 2023

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To

The Joint Commissioner,
HR & CE Department,
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WEB COPY



W.P.(MD) No.12959 of 2023

P.T.ASHA, J.

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W.P.(MD) No.12959 of 2023

13.06.2023