



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26-04-2024

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THE HONOURABLE MR.JUSTICE S.M. SUBRAMANIAM

**WP No.34577 of 2023
And
WMP No.34495 of 2023**

K.Shanmugam Karuppusamy

.. Petitioner

-VS-

The Tamil Nadu State Transport Corporation Ltd.,
Coimbatore District,
Represented by its Managing Director,
37, Mettupalayam Road,
Coimbatore-641 043.

.. Respondent

Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Certiorari, calling for the records in Tender Notice 16/2023-2024 dated 22.11.2023, on the file of the respondent and quash the same as illegal, incompetent and wholly without jurisdiction.

For Petitioner : Mr.Sunny Sheen Akkara for
Ms.V.Srimathi



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For Respondent : Mr.A.Vinoth Raj

ORDER

The Tender Notice dated 22.11.2023 to lease a Commercial Shop at Udhagamandalam Bus Stand, is under challenge in the present writ petition.

2. The writ petitioner was a Lessee and the Lease Agreement was executed on 21.03.2023. The lease Deed executed between the petitioner and the respondent, reveals that the lease is for eleven months from 01.03.2023 till 28.02.2024. Since the lease period was going to expire, a fresh Tender Notice was issued.

3. The petitioner challenging this Tender Notice mainly on the ground that as per earlier Tender Notice, the period of lease was stipulated as thirty three months, but the lease was granted only for eleven months and therefore, the present impugned Tender Notice is to be set aside.



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4. This Court is of the considered opinion that even if the petitioner states that the Tender Notice stipulates the period of thirty three months and the fact admitted reveals that the Lease Deed was executed for a period of eleven months from 01.04.2023 to 28.03.2024.

5. The petitioner has admittedly signed the Lease Agreement. Once the petitioner has signed the Lease Agreement and executed, the lease period of eleven months now he cannot turn around and say that the erstwhile Tender Notice was issued for a period of thirty three months. The Tender Notice conditions made cannot be taken as granted for the purpose of violative Tender Agreement, which was signed between the parties.

6. Pertinently, the petitioner has not challenged the Lease Agreement entered into between the petitioner and the respondent.

7. That being the factum, this Court do not find any infirmity in respect of the impugned Tender Notice issued on 22.11.2023.



8. The learned counsel for the respondent would submit that the Tender process has already been completed and the successful bidder was permitted to occupy the Commercial Shop at Udhagamandalam Bus Stand.

9. In view of the aforementioned reasons, the present writ petition stands dismissed. However, there shall be no order as to costs. Consequently, the connected miscellaneous petition is also dismissed.

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Index : Yes/No
Internet: Yes/No
Speaking order/Non-Speaking order
Neutral Citation : Yes/No
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To

The Managing Director,
Tamil Nadu State Transport Corporation Ltd.,
Coimbatore District,
37, Mettupalayam Road,
Coimbatore-641 043.



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S.M.SUBRAMANIAM, J.

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