



W.P.(MD) No.2236 of 2024

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 10.07.2024

CORAM:

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P.(MD) No.2236 of 2024

and

W.M.P.(MD)No.2243 & 2246 of 2024

V.Babu

... Petitioner

Vs.

1.The Regional Manager,
TASMAC,
Old Collectorate Buildings,
Trichy.

2.The District Manager,
TASMAC,
SIPCOT Campus,
Pudukottai.

3.R.Prabu.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus to call for the records relating to the impugned proceedings of the 2nd respondent in Na.Ka.No.A3/1212/2023 dated



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20.12.2023 passed against the petitioner by cancelling the tender for collecting empty liquor bottles and selling eatables in the bar attached with TASMAL shop No.6658 situated in Door No.3B 2B, Pullanviduthi Village, Alangudi Taluk, Pudukottai and consequential impugned proceedings in Na.Ka.No.A3/1212/2023 dated 21.12.2023 passed by the 2nd respondent granting tender in favour of the third respondent and quash the same as illegal and further direct the respondents 1 and 2 to give licence to the petitioner for collecting empty liquor bottles and selling eatables in the shop attached to TASMAL shop No.6658 situated in Door No.3B 2B, Pullanviduthi Village, Alangudi Taluk, Pudukottai by considering the representation dated 21.12.2023.

For petitioner : Mrs.R.Karthika
For respondents : Mr.H.Arumugam
Standing Counsel for R1 & R2
Mr.S.T.Sasidharan Tamilkani for R3

ORDER

Heard learned counsel for the petitioner, learned Standing Counsel for the respondents 1 and 2 and learned counsel for the third respondent.

2. The original records are submitted by the learned Standing Counsel for the respondents 1 and 2 to examine as to whether any irregularity was committed by the respondents 1 and 2/TASMAL in awarding the contract to the third



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respondent. The records are pursued and it is noticed that there were only three bidders namely, the petitioner-V.Babu, the third respondent/R.Prabu and one Shanmugam.

3. It is noticed that the petitioner was the highest bidder, who offered a sum of Rs.1,11,600/- p.m. The third respondent had offered his bid for a sum of Rs.77,000/- and the said Shanmugam had offered his bid for a sum of Rs.76,700/-. Thus, it is evident that the third respondent had participated in the auction held on 12.12.2023.

4. It is noticed that one of the terms and conditions of the licence was that the bar should be located in adjacent to the shop or should be located within the shop as per Circular in Circular No.A3/19/2014, dated 22.07.2014. The above condition fell for consideration before the Hon'ble Division Bench of this Court in the case of ***Managing Director, TASMAC Limited vs. P.Sangeetharaj and 34 others reported in 2023 (6) CTC 785***. In para 17 of the said order, the Hon'ble Division Bench has observed as under:

17..... As it is only the successful bidder who would be running the eating house with facility of bar, TASMAC has



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*rightly imposed the condition that though the Tender Applicant need not enclose 'No Objection Certificate' from the owner of the bar premises at the time of submitting his tender; the highest bidder would have to furnish the Rental Agreement entered with the Bar premises Owner within seven days from the time of intimation of his selection after evaluation of the bid. **In the event of his failure to produce that essential document, the second highest bidder would be called upon to produce such rental agreement with the owner of the bar premises at the offered / bid price of the highest bidder. If the bidders did not produce such rental agreement from the owner of the bar premises, they would obviously forfeit their Earnest Money Deposit, which is adequate to recompense TASMACH for the expenditure incurred in conducting the tender and to take up re-tender process. The said procedure is certainly in public interest to safeguard the financial interests of TASMACH and in consonance with the mandate of Article 14 of the Constitution viz-a-viz the rights of the participants in the tender in the light of the principles laid down in the binding judicial pronouncements governing the controversy involved.***

5. Therefore, the petitioner has no case to challenge the impugned order.

That apart, it is noticed that the petitioner has obtained NOC from one Senthamarai for the shop located in Survey No.157/3B2A2, however, the petitioner has leased out the property from one Thillai Chidambaram in Survey No.157/3B2A1.



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6. Under these circumstances, there is no merits in challenging the impugned order and therefore, liable to be dismissed.

7. The respondents 1 and 2 are, however, directed to refund the entire amount, that was deposited by the petitioner at the time of auction, together with interest at 6% p.a to the petitioner forthwith.

Accordingly, this Writ Petition is dismissed. No costs. Consequently connection miscellaneous petitions are closed.

Index : Yes / No
Internet : Yes / No
apd

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Note: All the original records are returned to the learned Standing Counsel for the respondents 1 and 2/TASMAC.



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C.SARAVANAN, J.

apd

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