



W.P(MD)No.5739 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 12.03.2024

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.5739 of 2024

and

W.M.P.(MD)Nos.5417 and 5418 of 2024

L.Murugan

... Petitioner

Vs.

1.The Managing Director,
Tamilnadu Cooperative Milk
Producers Union Limited,
Nandhanam, Chennai – 35.

2.The General Manager,
Marketing,
Tirunelveli District Cooperative Milk
Production Union Limited,
Reddiarpatti Road,
Perumalpuram Post,
Tirunelveli – 7.

3.The Manager,
Marketing,
Tirunelveli District Cooperative Milk
Production Union Limited,
Reddiarpatti Road,
Perumalpuram Post,
Tirunelveli – 7.

... Respondents



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Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, calling for the records relating to the impugned tender notification published in online by the 2nd respondent Ref.No.40/M3/2024 dated 22.02.2024 and consequential proceeding in No.438/M3/2023 dated 01.11.2023 issued by the 2nd respondent based on the 3rd respondent proceedings in 438/M3/2023 dated 31.10.2023 and quash the same as illegal and directing the respondents to pay accrued commission amount in the hands of the respondents from 01.11.2023 to till the date of passing of the final order.

For Petitioner : Mr.S.Meenakshisundaram, Senior Counsel,
For Mr.R.T.Arivukumar.

For Respondents : Mr.Devasenana,
Standing Counsel.

ORDER

Heard the learned counsel for the writ petitioner and the learned standing counsel for the respondents.

2.The petitioner challenges the impugned tender notice dated 22.02.2024 issued by the second respondent herein. The petitioner is an existing operator.



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The learned senior counsel draws my attention to the cash receipt dated 27.09.2022 issued by the second respondent towards agent renewal fees. It is contended that the petitioner has been in the field since 2005 and he has made substantial investments and that he may be allowed to be the distributor for the respondents till 30.09.2024. He called upon this Court to quash the impugned tender notice and grant relief as prayed for.

3.The learned standing counsel for the respondents submitted that the petitioner's legal rights have not been infringed and that therefore, no interference is warranted.

4.I carefully considered the rival contentions and went through the materials on record. It is seen that the petitioner was appointed as a distributor way back in April 2005. The petitioner had been carrying on the work of milk distribution ever since. It is true that the receipt dated 27.09.2022 gives an impression that agency renewal fees was accepted from the petitioner. But then, issuance of such receipt by the second respondent will not confer any legal right on the petitioner as such. The respondent is a State instrumentality. The tender notice dated 22.02.2024 invites application from eligible persons for carrying out the following services:-



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S. No.	Name of Service	No. of Routes	Tender years	Vehicle Loading Capacity	EMD amount
1)	Milk Distribution cum Cash Collection (MDCCC) (Payment based on the service and transport charges which is noted on hire basis)	5	2024-2026 Two Years	0.7 Ton and above (Vehicle registered after 2011 Model)	R.30,000/- Each Route
2.	Milk Distribution Route (MDR) (KM Basis)	1	2024-2026 Two Years	1.4 Ton to 1.7 Ton (Vehicle registered after 2011 Model)	R.30,000/- Each Route
3.	Marketing Tax (MK basis)	1	2024-2026 Two Years	Vehicle registered after 2015 Model	R.10,000/-

5.If the petitioner had been appointed as a contractor through a tender and during the subsisting contractual period, a new tender notice has been issued, then the Writ Court will be justified in interfering with the same. I posed a specific question to the learned senior counsel for the petitioner as to when the tender was last issued. It is fairly stated that for the last 19 years, no tender was ever issued. In these circumstances, this Court will not be justified in restraining the respondents from going ahead with the impugned tender



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notice. The learned standing counsel states that the petitioner can continue to offer his services till the successful tender assumes the responsibility with effect from 01.04.2024. It is further stated by the learned standing counsel that the petitioner can also take part in the tender. I am more than satisfied that the petitioner's legal rights have not been infringed. The Writ Court will be justified in interfering with the tender notification, only if the statutory requirements have been breached. I am more than satisfied that the statutory requirements have not been breached. I do not find any ground to interfere. The writ petition stands dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

12.03.2024

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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G.R.SWAMINATHAN, J.

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