



W.P.No.6045 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.10.2025

CORAM :

THE HONOURABLE MR. JUSTICE **M. DHANDAPANI**

W.P.No.6045 of 2023

M/s.Pushpalakshmi Traders,
Represented by its Sole Proprietor Kumar Ananthi,
1, Manali Salai, Korrukupet,
Chennai, Tamil Nadu – 600 021. ... Petitioner

Vs.

Souther Railway,
Represented by its Deputy CMM (Chief Materials Manager),
Perambur, Chennai. ... Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondent to refund the Earnest Money Deposit of Rs.7,23,569/- along with an interest at the rate of 36% per annum paid by the petitioner.

For Petitioner : Ms.Narmada Sampath

For Respondent : Mr.K.Ramanamoorthy
Central Government Counsel

ORDER

The petitioner seeks upon a direction on the respondent to refund the Earnest Money Deposit of Rs.7,23,569/- paid by him, along with an interest at the rate of 36% per annum.



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2. The petitioner is a small scale manufacturing industry registered under the UDYAM scheme. On 19.10.2022, they have participated in an e-auction conducted by the respondent and on the same day, they have remitted an Earnest Money Deposit of Rs.7,23,569/-. During the auction on 19.10.2022, the petitioner made a mistake by bidding Rs.3,71,061/- instead of Rs.37,061/- and was declared as the highest bidder in the auction. On the same day, after realizing the mistake made by them, the petitioner immediately made a representation to the respondent informing about the said error and requested to refund the EMD amount paid by them. Since the same was not considered, the present writ petition is filed.

3. When the matter was taken up for hearing today, the learned counsel for the petitioner submits that the issue involved in this writ petition is no longer *res-integra* and the similar issue has already been decided by the learned Single Judge of this Court in W.P.No.17446 of 2015 on 22.09.2021 and therefore, the same order may be passed in this petition as well.



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4. The learned Central Government Counsel appearing for the respondent submits that the petitioner participated in the e-tender conducted by the respondent and quoted Rs.3,71,061/-, however the tender amount was Rs.37,061/-. The petitioner is not entitled to seek refund of EMD by way of this writ petition, after making an error. If this kind of prayer is entertained by this Court, the system will collapse. Accordingly, he prays for dismissal of this writ petition.

5. The learned Single Judge of this Court, vide order dated 22.09.2021 made in W.P.No.17446 of 2015 in the case of ***S.S.K.Iron and Steels Pvt. Ltd. Vs. Union of India & Anr.*** in identical circumstances, which was also relied upon by the learned counsel appearing for the petitioner, held as under :-

*“4. The petitioner relied on the judgment of the Hon'ble Supreme Court in the case of **Mohammed Gazi Vs. State of M.P.** reported in **2000 (4) SCC 1806** wherein the Hon'ble Apex Court observed as under:*

*"The other maxim is, **lex non cogit ad impossibilia** - the law does not compel a man to do which he cannot possibly perform. The law itself and its administration is understood to disclaim as it does in its general aphorisms, all*



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intention of compelling impossibilities, and the administration of law must adopt that general exception in the consideration of particular cases. The applicability of the aforesaid maxims has been approved by this Court in Raj Kumar Dey & Ors.vs. Tarapada Dey & Ors.[1987 (4) SCC 398] and Gursharan Singh & Ors vs. NDMC & Ors. [1996 (2) SCC 459].

5. *It is contended that the impugned order is directly in violation of the ratio laid down by the Hon'ble Division Bench of this Court in the case of **Registrar, Indian Institute of Technology Vs. Hameed Enterprises** reported in **2015 (1) CTC 696 (DB)**, wherein, in paragraph 15, the Division Bench has observed as follows:*

"15. The action of the appellant in accepting the bid amount of the writ petitioner was also not proper. When the figure quoted was astronomical and certainly much more than the value of the scraps comparing with the amount quoted by other bidders, the appellant ought to have examined the fact as to whether it was a mistake or genuine. In such a situation, the appellant ought not to have acted in haste in accepting the offer and conveying immediately in the late night to the writ petitioner requiring him to deposit the security



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money. In this background, it can safely be held that there was a typographical mistake in the amount quoted by the writ petitioner. Thus, both parties were at fault. What is good for the goose is good for the gander. In that event, the appellant cannot be permitted to take advantage of technicality. Thus, the direction to refund the EMD amount was rational and proper.""

6. In view of the above order passed by this Court, this Writ Petition stands allowed, directing the respondent to refund the EMD amount, after deducting the bid amount of Rs.37,061/-, along with interest at the rate of 5% per annum to the petitioner, within a period of two (2) weeks from the date of receipt of a copy of this order. No costs.

08.10.2025

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

The Deputy CMM (Chief Materials Manager),
Souther Railway,
Perambur, Chennai.



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M.DHANDAPANI, J.

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