



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.04.2025

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CORAM
THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM
AND
THE HONOURABLE MR. JUSTICE K.RAJASEKAR

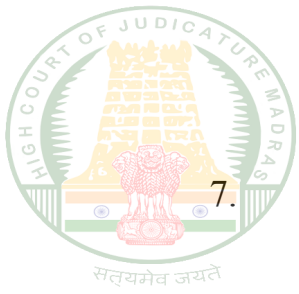
WA.No.1215 of 2025
and
CMP.No.9263 of 2025

N.Chandran

... Appellant

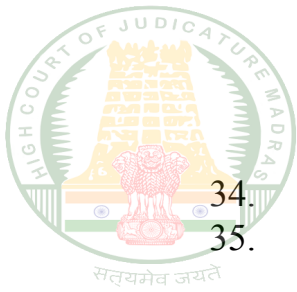
Vs.

1. Chennai Metropolitan Water Supply and Sewerage Board (CWMSSB),
Rep by its Managing Director,
Chintadripet,
Chennai - 600 002.
2. Metro Water Tanker Lorry Contractors Association,
Represented by its President,
P.S.Sundaram,
No.102, Bharathi Salai, Mugappair West Garden,
Chennai-600 037.
3. Priyankah and Co.
Rep. by its proprietor C.Tharmaraj.
4. GRB Enterprises,
Rep. by its proprietor R.Amsa.
5. Ammu R.
6. Ramachandran R.



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7. Divya Water Supply,
Rep.by its Proprietor Velankandasamy.
8. S.Ramanchandran
9. E.Suresh
10. Mohanraj
11. C.Vijaya
12. G.Karthick
13. Jamuna J.
14. S.Vijayalakshmi
15. Vasantha Transports,
Rep.by its Proprietor R.Dinesh Kumar
16. N.Anbarasu
17. S.Balamurugam
18. B.Kanagasabai
19. S.Dinesh
20. R.Murali
21. V.Mekala
22. C.Sethuraman
23. V.Manimekalai
24. P.Venkatesan
25. Sree Ravisarathi Transport,
Rep.by its Proprietor R.Mohan.
26. Kavitha Transport,
Rep.by its Proprietor D.Guberan.
27. SAB Transport,
Rep.by its Proprietor Asma Begum.
28. Yashwanth
29. A.Elumalai
30. S.Vinoth Raj
31. K.Vignesh
32. S.H.Transports,
Rep.by its Proprietor Hyder Ali Baig.
33. E.Raman



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34. B.Velu
35. Saravana Transport,
Rep.by its Proprietor S.Prabhakaran.
36. Gayathri Transport,
Rep.by its Proprietor P.Santhosh Kumar.
37. P.Gayathri
38. M/s.Sree Thirumalai Water Supply,
Rep.by its Proprietor A.Radhika Dilip.
39. P.Natesan
40. A.Ramesh ... Respondents

Prayer: Writ appeal filed under Clause 15 of the Letters Patent, to set aside the order dated 18.03.2025 in W.P.No.8141 of 2025.

For Appellant	: Mr.Sunny Sheen Akkara for Mrs.Srimathi V.
For Respondents	: Mr.Krishna Ravindran Standing Counsel for R1
	: Mr.R.Nalliyappan for R2

JUDGMENT

(Judgment of the Court was made by **S.M.SUBRAMANIAM, J.**)

Under assail is the writ order dated 18.03.2025 passed in W.P.No.8141 of 2025.



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2. The writ petitioner is the appellant before this Court.

3. The writ petition was instituted challenging the tender notification and consequential direction to issue fresh tender for hiring of the water tanker lorries of 18,000, 12,000, 9,000 and 6,000 litres capacity on contract basis for the period of three years (2024-2027).

4. The issue relating to the subject tender notification is no more *res integra*, as this Court has already adjudicated the issues and passed orders on 18.02.2025 in W.A.No.3300 of 2024 filed by Metro Water Tanker Lorry Contractors Association represented by its President. This Court passed the following orders:

"9. *The Court not being an expert body cannot place its opinion in the matter of prescription of eligibility criteria, unless such eligibility criteria is fixed in violation of the Act or Rules or being arbitrary.*

10. The Hon'ble Supreme Court of India in the case of Tata Motors Limited Vs. Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and Others reported in 2023 SCC Online SC 671 ruled as follows:



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"48. *This Court being the guardian of fundamental rights is duty-bound to interfere, when there is arbitrariness, irrationality, malafides and bias. However, this Court has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. The courts should not use a magnifying glass which scanning the tenders and make every small mistake appear like a big*



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blunder. In fact, the courts must give "fair play in the joints" to the Government and public sector undertakings in matter of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer. (see : Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489)

49. to 53.....

54. As observed by this Court in **Jagdish Mandal v. State of Orissa, reported in (2007) 14 SCC 517**, that while invoking power of judicial review in matters as to tenders or award of contracts, certain special features should be borne in mind that evaluations of tenders and awarding of contracts are essentially commercial functions and principles of equity and natural justice stay at a distance in such matters. If the decision relating to award of contract is bona fide and is in public interest, courts will not interfere by exercising powers of judicial review even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. Power of judicial review will not be invoked to protect private interest at the cost of public interest, or to decide contractual disputes."

11. The learned Standing Counsel appearing on behalf of the Board would submit as per the tender



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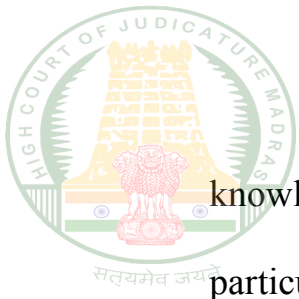
notification, the process has already been completed and award of tender alone is awaited due to the pendency of the present writ appeal.

12. In view of the said factum, the second respondent/Board is permitted to complete the tender process in all respects and award the contract by following the due procedures. "

5. The review application in Rev.Appl.No.63 of 2025 filed by some individuals also had been dismissed by this Court on 18.03.2025.

6. The appellant also filed a writ petition which was pending, when the Division Bench passed an order in W.A.No.3300 of 2024 as stated above. Subsequently, the writ petition was taken by the learned single Judge, who in turn passed an order granting liberty to the appellant to raise all the grounds before the Division Bench.

7. The learned Counsel appearing on behalf of the appellant would mainly contend that the issue raised in the present writ petition is different than that of the grounds raised in the writ appeal. In the present case, the appellant was not even a privy to the writ appeal. The appellant had no



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knowledge and the particular clause is floated and the appellant has quoted a particular rate and when the clause has been subsequently altered, the appellant has quoted an altered rate, now the original clause is restored. However, the appellant was not permitted to restore his original quote or permitted to submit a fresh bid. At the outset, it is contended that an opportunity was denied to the appellant.

8. The learned Standing Counsel appearing on behalf of the first respondent Board would submit that pursuant to the order of the Division Bench dated 18.02.2025 in W.P.No.3300 of 2024, the tender process had been completed and the Board is in the process of entering into an agreement between the parties. The appellant had participated in the tender process. That apart, the appellant filed writ petition challenging the tender notification. Therefore, in the writ appeal, he cannot take another ground for the purpose of assailing the writ order impugned.



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9. The tender notification was confirmed and consequently, Board completed the process in all respects. That being so, any other grievance if exist to the appellant, it is for the appellant to redress the same in the manner known to law.

Accordingly, the Writ Appeal stands dismissed. No costs.
Consequently, connected miscellaneous petition is closed.

[S.M.S,J.] [K.R.S,J.]
15.04.2025

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

To

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