



WEB COPY

WP.No.15291 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2025

CORAM

THE HONOURABLE MRS.JUSTICE N.MALA

WP.No.15291 of 2025

and

WMP.Nos.17276, 17277 and 17279 of 2025

Mr.Vinoth Kumar
S/o.Mani,
No.6/24, Thanjaiamman Kovil Street,
Tirupatthur, Tamil Nadu-635 601.

Petitioner(s)

Vs

1.The Municipal Commissioner,
Tirupatthur Municipality Office,
Tamil Nadu.

2.The Chairperson,
Tirupatthur Municipality, Tamil Nadu.

3.The Zonal Director,
Office of the Zonal Director,
Vellore- 12, Tamil Nadu.

4.Director of Municipal Administration (DMA),
Chennai-28.

Respondent(s)



PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying for the issuance of a direction in the nature of Writ of Certiorari, calling for the records pertaining to the impugned order dated 31.03.2025 issued by the 1st respondent cancelling the petitioner's tender contract for toll free collection at the Daily Market, Tirupattthur and quash the same as illegal, arbitrary and violative of the principles of natural justice and pass such further orders.

For Petitioner: Mr.V.Ashok Kumar

For Respondents: Mr.S.Rajesh for R1 to R4
Government Advocate

ORDER

This writ petition has been filed for issuance of a Writ of Certiorari, calling for the records pertaining to the impugned order dated 31.03.2025 issued by the 1st respondent cancelling the petitioner's tender contract for toll free collection at the Daily Market, Tirupattthur and quash the same.

2. The case of the petitioner is that the 1st respondent issued a Tender Notification dated 02.02.2024 inviting bids for the collection of toll fees in the Daily Market for a period of three years from 2024-2025 to 2026-2027. Petitioner participated in a tender process initiated by the Tirupattur Municipality for toll fee collection at the Daily Market for the period from 01.04.2024 to 31.03.2027. Though declared the successful bidder on



08.03.2024, the contract was issued only on 30.08.2024 for a reduced period of seven months (01.09.2024 to 31.03.2025), without explanation. Despite fulfilling contractual obligations and paying Rs.30,00,000/-, the petitioner was suddenly asked to pay the tender amount for the second term even before the expiry of the current period. The Petitioner's representation was not considered, and on 31.03.2025, the contract was arbitrarily cancelled without proper council resolution or opportunity to be heard. A new tender was floated on 08.04.2025 while the dispute remained unresolved.

3. Learned counsel appearing for the Petitioner submits that the cancellation of the tender contract without a show-cause notice or hearing violates natural justice. There was no valid Municipal Council resolution authorizing the cancellation, and the unilateral action by the first Respondent is beyond his powers under the Tamil Nadu District Municipalities Act. The demand for advance payment before expiry of the current contract was arbitrary and coercive. He submits that the re-tendering process is unjustified while the dispute remains pending. The entire action is procedurally improper,



violative of Articles 14 and 19 of the Constitution, and contrary to the Tamil Nadu Transparency in Tenders Act and Rules.

4. He further submits that his licence period for the year 2025-2026 will expire on 31.03.2025. The notice was issued by the 2nd respondent vide Na.Ka.No.2161/2023/A4 dated 31.03.2025, asking the petitioner to pay a sum of Rs.87,10,825/- towards the lease for the period of 2025-2026.

5. It is further submitted that final notice vide Na.Ka.No.2161/2023/A4 dated 26.02.2025 was issued to the petitioner asking him to pay a sum of Rs.87,10,825/- for the lease period 2025-2026. He further submits that he went to the office of the 2nd respondent on 27.03.2025 with the demand draft of Rs.10,00,000/- but the same was refused by the 2nd respondent. He further submits that if the said amount was acknowledged by the 2nd respondent he would pay the remaining amount.

6. Learned counsel submits that the petitioner is ready to deposit a sum of Rs.87,10,825/- as directed by the 2nd respondent within a period of six weeks in



two installments.

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7. Learned Government Advocate submits that if the petitioner is ready and willing to deposit the said amount and he has no objection. He further submits that a sum of Rs.10,00,000/- which was obtained by the petitioner on 27.02.2025 was refused for the reason that he has submitted the demand draft.

8. He further submits that notification for re-tender was issued on 10.04.2025 and the auction was conducted on 24.04.2025 but was not successful bidder.

9. Heard both sides and perused the materials available on record.

10. In view of the above facts and circumstances of the case, the petitioner is directed to deposit a sum of Rs.87,10,825/- within a period of 6 weeks in two equal instalments. The 1st instalment should be paid by the petitioner on or before 16.05.2025 and the 2nd instalment should be paid on or before 06.06.2025.



N.MALA ., J.

Cda/gv

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In the result, the writ petition stands disposed of with the above observations and direction. No costs. Consequently, connected miscellaneous petitions are closed.

24-06-2025

Index: Yes/No

Speaking/Non-speaking order

To

1.The Municipal Commissioner,
Tirupatthur Municipality Office,
Tamil Nadu.

2.The Chairperson,
Tirupatthur Municipality,
Tamil Nadu.

3.The Zonal Director,
Office of the Zonal Director,
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4.Director of Municipal Administration (DMA),
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