



WEB COPY

WP.No.15284 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2025

CORAM

THE HONOURABLE MRS. JUSTICE N.MALA

WP.No.15284 of 2025

and

WMP.Nos.17264 and 17267 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 notification in Dinamani newspaper dated 10.04.2025 for re-tender issued by first respondent to be held on 24.04.2025 inviting bids for the collection of toll fees in the daily Market, Tirupattur, and quash the same as illegal, arbitrary, and violative of the principles of natural justice.

For Petitioner: Mr.V.Ashok Kumar

For Respondents: Mr.S.Rajesh,
Government Advocate

ORDER

This writ petition has been filed for issuance of a Writ of Certiorari, calling for the records pertaining to notification in Dinamani newspaper dated 10.04.2025 for re-tender issued by first respondent to be held on 24.04.2025 inviting bids for the collection of toll fees in the daily Market, Tirupattur, and quash the same.

2. The case of the petitioner is that the petitioner participated in a tender floated by the Tirupattur Municipality for collecting toll fees at the Daily Market for three years (2024-2027). Though she was declared the successful bidder on 08.03.2024, the contract was issued only on 30.08.2024 for a reduced



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period from 01.09.2024 to 31.03.2025. He was paid Rs. 30,00,000/- towards the contract and was allowed time to pay the balance. Later, he was prematurely asked to pay the tender amount for the next term before the expiry of the current one, failing which he was threatened with blacklisting and forfeiture. Despite his representations and partial payments made in good faith, the contract was cancelled on 31.03.2025 without proper procedure or hearing. A fresh tender for the same was issued on 08.04.2025, while his dispute remained unresolved.

3. Learned Counsel for the Petitioner submits that cancellation of the tender contract without a show-cause notice or hearing violates natural justice. He submits that there was no valid reason given for the five-month delay in issuing the contract or the premature demand for the next term's payment. He submits that there was no breach on the part of the petitioner, and the tender terms allowed recovery with interest or from guarantors - not outright cancellation. He further submits that the refusal to accept her payments and the arbitrary re-tendering during the pendency of her dispute are cited as unlawful, mala fide actions beyond the Respondent's jurisdiction and in violation of

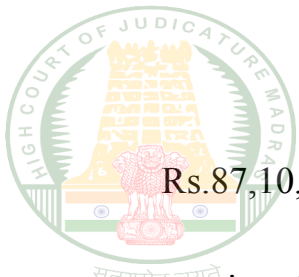


Articles 14 and 19 of the Constitution, and contrary to the Tamil Nadu
Transparency in Tenders Act and Rules.

4. Learned counsel 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 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.



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N.MALA.,J.

Cda/gv

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

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