



W.P.No.27148 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 14.08.2025

CORAM :

THE HON'BLE MR. JUSTICE N.ANAND VENKATESH

W.P.No.27148 of 2025

R.Muthukrishnan

.. Petitioner

v.

1. The Secretary

Department of Civil Supplies and
Consumer Affairs
Main Building, Chief Secretariat
Puducherry 605 001

2. The Director

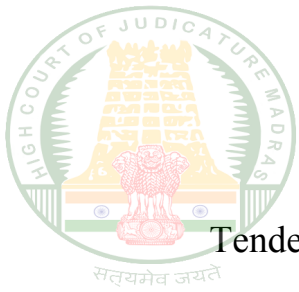
Department of Civil Supplies and
Consumer Affairs
Industrial Estate Road
Thattanchavady, Puducherry 605 009

3. The Puducherry State Cooperative Consumers

Federation Ltd rep by its Managing Director
No.P-429, Regd.Office A38 and A39
Industrial Estate, Thattanchavady
Puducherry 605 009

.. Respondents

Petition filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Certiorari, calling for the records of the 3rd respondent pertaining to Tender Notification dated 16.07.2025 bearing



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Tender reference No.PSCCF/C/Rice/PDS/1710/2025 and quash the same.

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For Petitioner :: Mr.A.M.Esakkiappan

For Respondents :: Mr.Raveekumar
Government Pleader (P)
for R1 & R2
Mr.R.Sreedhar
Additional Government Pleader (P)
for R3

ORDER

The writ petition was heard in detail yesterday (13.08.2025) and the following order was passed by this Court:-

“This writ petition has been filed challenging the tender notification dated 16.07.2025 issued by the third respondent.

2. The main grounds raised by the learned Senior Counsel appearing on behalf of the petitioner is that earlier when the tender notification was issued and published on 13.06.2025, it clearly mentioned the period of nine months from August, 2025 to April, 2026. That apart, reference was made to memorandum No.21001/DCS&CA/PDS/B1/2023-24, dated 29.05.2025. However, when the re-notification was issued, reliance was placed upon the very same memorandum No.21001/DCS&CA/PDS/B1/2023-24, dated 29.05.2025, but however, the period has been changed to one year from June, 2025 to May, 2026. The learned Senior Counsel



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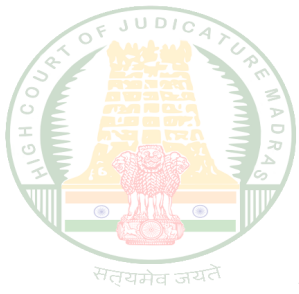
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further submitted that it is impossible for any participant to go back on time and make the supply for the month of June and July, 2025. At the best, supply can be only made from August, 2025. Hence, there is vagueness insofar as the period of supply is concerned. The learned Senior Counsel further submitted that the memorandum, which was the source for issuing the tender notice did not permit the respondents to alter the period to one year from June, 2025 to May, 2026. It only provided for a period of nine months from August, 2025 to April, 2026.

3. The learned Senior Counsel further submitted that Clauses 8 and 10 have also been modified by increasing the annual average turnover and also the supply of rice that should have been made earlier by the tenderer. Clause 11 has been given a go by and that will sufficiently dilute the quality of supply.

4. In reply to the above submissions, the learned Government Pleader appearing on behalf of the first and second respondents submitted that the earlier period was extended by four months from April, 2025 to July, 2025 and whereas the existing contractor was able to supply only for the months of April and May, 2025. However, there was a backlog insofar as the supply of rice for the month of June and July, 2025 is concerned. The reason for the same has been explained in paragraph 8 of the counter affidavit filed by the second respondent. The learned Government Pleader submitted that the backlog for the months of June and July, 2025 must also be met and therefore, the tender notice contemplated supply to be made from June, 2025.

5. Thus, the successful bidder apart from supplying rice every



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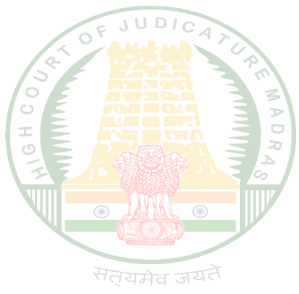
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month from August, 2025, must also be able to supply rice for the backlog that occurred during June and July, 2025. It was further submitted that the petitioner did not even participate in the tender and he has come before this Court questioning the tender conditions.

6. This Court carefully considered the submissions made on either side and the materials available on record.

7. The short issue that arises for consideration in the present writ petition is with respect to the period, for which, the supply of rice must be met by the successful bidder and the vagueness insofar as explaining the same in the tender document. The submission made by the learned Senior Counsel appearing on behalf of the petitioner touching upon clauses 8, 10 and 11 need not be gone into since this court's interference with respect to terms of tender is very limited and such discretion can be exercised only if those terms are found to be manifestly arbitrary. In view of the same, this Court is inclined to go into the only issue regarding the period of tender.

8. When the earlier tender notice was issued on 13.06.2025, the reliance was placed upon memorandum No.21001/DCS&CA/PDS/B1/2023-24, dated 29.05.2025 and the period was fixed for 9 months from August, 2025 to April, 2026. When the subsequent tender notice dated 16.07.2025 was issued, reference was made to the very same memorandum and whereas, the period has been fixed for one year from June, 2025 to May, 2026. If reference is made to the very same memorandum, the respondent will have to explain as to how the period was extended to one year and it was made applicable from June, 2025 to May,



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2026. In other words, if the source for issuing the tender notice is the very same memorandum dated 29.05.2025, there cannot be any change in the period unless the memorandum also underwent a change by means of corrigendum/ratification.

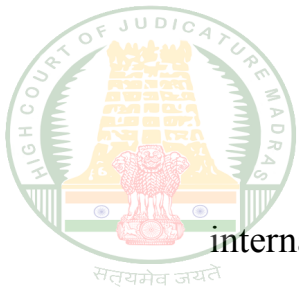
9. The learned Government Pleader is directed to give a clarity on this issue.

10. The condition imposed in the tender notice dated 16.07.2025 for the period from June, 2025 to May, 2026, per se cannot be faulted. This is in view of the fact that there was backlog in the supply of rice for the month of June and July, 2025 and therefore, the successful bidder is expected to supply rice not only from the month of August, 2025 but also for the backlog months of June and July, 2025. This condition imposed does not suffer from any illegality since the respondents will have to consider the interest of the persons, who are depending on the supply of this rice for their livelihood.

11. In the light of the above discussion, the learned Government Pleader shall get the clarification on the memorandum dated 29.05.2025 and based on the same final orders will be passed in this writ petition.

12. Post this case at the end of motion list tomorrow i.e., 14.08.2025.”

2. When the matter was taken up for hearing today, the learned Government Pleader appearing on behalf of the second respondent produced the relevant documents. On going through the same, it is seen that an



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internal note was circulated to the Hon'ble Lieutenant Governor. Initially, an approval was obtained for extension of the existing contract for a period of four months from April, 2025 to July, 2025 at the same rates and terms and conditions, in order to ensure the uninterrupted supply of rice. Approval was also sought from the Government for floating of e-tender for a period of nine months from August, 2025 to April, 2026. Negotiations were made with the suppliers to refix the rates of contract for procurement of rice in conformity with the current market price for the extended period of contract from April, 2025 to July, 2025. Since the negotiation failed, the Hon'ble Lieutenant Governor had given concurrence for cancelling the earlier tender that was floated on 13.06.2025 and instructions were given to float a fresh e-tender with the revised terms and conditions for a period of one year from June, 2025 to May, 2026. Necessary ratification was sought for and the file was submitted before the Commissioner-cum-Secretary for according post-facto approval towards floating of fresh e-tender for procurement of rice. The same was approved on 14.08.2025.

3. In view of the above, the subsequent tender that was floated vide



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tender notice dated 16.07.2025, is in order.

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4. It is also seen from the records that the petitioner neither submitted his application during the earlier tender notice dated 13.06.2025 nor did he submit his application in the later tender dated 16.07.2025. It is an admitted fact that the petitioner only participated in the pre-bid meeting. If at least the petitioner had participated in the earlier tender, which was subsequently cancelled, this Court would have appreciated the grievance raised by the petitioner. However, the petitioner has not even submitted his application in the earlier tender dated 13.06.2025 and therefore, this Court finds that the petitioner also lacks locus standi to question the present tender dated 16.07.2025. Except for raising a technical plea, this Court does not find any personal grievance suffered by the petitioner.

5. As has been held supra, the respondents have now clarified that the participants must be capable of supplying rice even for the backlog period of June and July, 2025, apart from making the regular supply every month. Therefore, the condition in the tender notification must be understood in this



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context that there is a backlog of supply of rice for two months and the same must also be supplied by the successful tenderer.

6. In the light of the above discussion, this Court does not find grounds to grant the relief as sought for by the petitioner. Accordingly, the writ petition is dismissed. Consequently, W.M.P.Nos.30450 & 30454 of 2025 are closed. No costs.

Index : yes/no
Neutral citation : yes/no

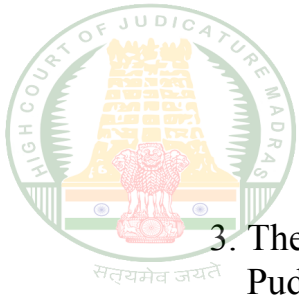
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ss

To

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N.ANAND VENKATESH,J.

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