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W.P.No.30697 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22 .10.2025

CORAM:

THE HONOURABLE MR. JUSTICE **V. LAKSHMINARAYANAN**

W.P.No.30697 of 2025 &
WMP.No.34437 of 2025

Thiruvallur District Goods Transport – Service
Industrial Co-operative Society Ltd.,
No.6-D, DIC Building, II Main Road,
Ambattur Industrial Estate, Chennai – 600 058,
Represented by Former President,
Mr.R.Gnanasekaran
S/o.M.K.Raman ... Petitioner

Vs.

- 1.The Managing Director,
The Tamil Nadu Cooperative Milk Producers Federation Ltd.,
No.3A, Aavin Illam,
Pasumpon Muthuramalinganar Salai,
Nandanam, Chennai – 600 035.
- 2.The Joint Managing Director,
The Tamil Nadu Cooperative Milk Producers Federation Ltd.,
No.3A, Aavin Illam,
Pasumpon Muthuramalinganar Salai,
Nandanam, Chennai – 600 035.
- 3.The Administrator,
Tamilnadu Anna MGR Goods Transport
Service Industrial Co-Operative Society Ltd.,
No.13/66, Pulavar Pugazhendhi Nagar,
4th Street, Arumbakkam, Chennai – 600 106.
- 4.The Administrator,
Chennai Goods Transport Owner's
Service Industrial Cooperative Society Ltd.,
No.700, Kumpath Complex,
P.H.Road, Aminjikarai,



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Chennai – 600 029.

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5.V.Rajkumar

6.B.Venkatesan

7.B.Ramesh

8.R.Moorthy

9.P.Ganapathi

10.T.Manikandan

11.S.Devarajan

12.T.Ayyarappa

13.Neelambari Lorry Transport,
Plot No.26, Jeshwanth Nagar,
West Mogappair, Chennai – 600 037.

14.Moses Agency,
No.372, Astalakshmi Nagar,
Alapakkam, Porur, Tiruvallur – 600 116.

... Respondents

PRAYER: Writ Petitions filed under Article 226 of the Constitution of India praying to issue a writ of certiorarified mandamus calling for the records pertaining to the online tender No.2192/P2/MKG/2024 and its connected corrigendum dated 30.06.2025, on the file of the 1st and 2nd respondents and thereby quash the same and consequently, direct the 1st and 2nd respondents to call for fresh tender as per the original tender conditions.

For Petitioner :Mr.A.Natarajan, Senior Counsel,
for Ms.A.Madhumathi

For Respondents
1 & 2 :Mr.P.S.Raman, Advocate General,
Assisted by
Mr.I.John Arockia dass

For Respondent 3 :Mr.Kishore Balasubramaniam



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For Respondent 4 :Mr.L.S.M.Hasan Fizal,
Additional Government Pleader

ORDER

The petitioner is a registered Cooperative Society. It has been functioning from 22.03.1993. Of its several objects, the main one being to assist the business of its members, who let out their vehicles on hire to transport the goods belonging to the Government, Quasi Governmental bodies, Corporate entities and Private Concerns.

2. The respondents 1 and 2 issued a notice inviting tender on 19.06.2025. The purpose of the tender was to hire insulated vehicles for milk distribution. The period of contract being two years, with a provision for extension by an additional six months. The tender notification fixed the last date for submission of bid as 07.07.2025 at 3.00 pm. The technical bids were scheduled to be opened on 24.07.2025. The last date for submission of bids was extended through a corrigendum issued on 30.06.2025, extending the last date for submission to 23.07.2025.

3. The Tamil Nadu Cooperative Milk Federation Limited (hereinafter referred to as TCMPF) follows a two-Bid system. The total number of vehicles that the TCMPF required was 143 of 2 MT, 5MT and 8MT capacities for sachet milk distribution. The vehicles have to be provided with driver and loadmen. The loadmen had to collect milk sachets from dairies located at



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Madhavaram, Ambattur and Sholinganallur, and distribute the same to various outlets situated in and around the city of Chennai and its sub urban areas. The empty tubs, post supply, had to be returned to TCMPF. The value of the contract was set at Rs.49.29 crores. The petitioner and the respondents 3 to 14 have participated in the tender. Out of 143 routes for which tender had been called for, insofar as seven routes are concerned, there were no bids.

4. On 24.07.2025, the technical bids were opened. The tenderers or their representatives were present. Form C, as per the tender, was read out by the officials of TCMPF with particulars including the names of the tenderer, member names, route numbers, vehicle registration numbers and other relevant details. The petitioner found several irregularities in the same upon verifying the Form C. The list of irregularities, according to the petitioner, are as follows:

(i) A bid stands in the name of C.H.Kishore. The bid is for five routes. The RC book details have been furnished. However, the said Kishore is no more as he had passed away on 15.07.2025.

(ii) It is a condition of tender under clause 3.2, that the vehicles should not only be a road worthy, but its age must be less than 12 years on the date of publication of the first notice inviting tender in the newspaper. The age of the vehicle is calculated from the date of its first registration as an insulated vehicle. The petitioner notes that a substantial number of



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vehicles offered by the third respondent are more than 12 years and hence, this violates clause 3.2.

(iii) Though the tender is for insulated vehicles, one car bearing registration No.TN01-BL-7387 had been offered for route No.1. In addition, a tanker bearing registration No.TN18-AK-8402 had been offered for route No.108. The RC Book for the said tanker stands in the name of one Mr.K.Gandhi. It is asserted that such vehicles cannot be offered for the tender.

(iv) It is mandatory that FSSAI certification should be produced for the vehicles. However, several vehicles that have been offered do not have this mandatory certification.

(v) In the pre-bid meeting, the officials of TCMPF had informed that the technical evaluation results will be published online to ensure transparency, but even though the tender was opened on 31.07.2025, till today, the same has not been uploaded.

5. Finding the irregularities shocking, the petitioner had sent a representation on 30.07.2025 to the first and second respondents calling upon the General Manager (Marketing) of TCMPF to look into these discrepancies and violations, and take immediate action. Based on the representation, TCMPF had sent E-mails to the vehicle owners calling for document verification relating to the vehicles submitted for bidding. The



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petitioner additionally pleads that neither the committee, nor the first and second respondents have so far conducted any physical inspection of the vehicles, in order to verify engine and chasis number, age of the vehicle and its road worthiness.

6. The petitioner further urges that in the tender schedule, modifications were made from the earlier tender, in terms of vehicles capacity, route distance, etc. On account of fall in pre-paid card sales of the TCMPF, tonnage capacity has been reduced to 5 Metric Tons from 8 Metric Tons. As per the tender norms and condition, the vehicle contractor has to engage a driver, a cleaner and a casual labourer, if the capacity of the vehicle is 8 MT, whereas in the case of 5 Metric Ton vehicle, one driver and one casual labourer alone would be sufficient.

7. Pointing out to the fall in sales, the petitioner urges that the first respondent had issued an undated corrigendum increasing the tonnage of the vehicles with respect to the same routes, when the same is absolutely unnecessary, considering the fall in card sales. After the first corrigendum, another corrigendum was issued in which the date of the bid submission was extended. Immediately the petitioner gave a representation on 07.07.2025 and 14.07.2025, pointing out the unreasonable, uneconomical and arbitrary changes made through the corrigendum regarding the tonnage



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of the vehicles. Though the petitioner had been assured of action, but since nothing had transpired so far, they are before this court by way of this writ petition.

8. This court entertained the writ petition and granted an interim order restraining further proceedings on 18.08.2025, pursuant to the online tender and the corrigendum released thereafter. The respondents were called upon to file their counter.

9. The second respondent has filed a counter. In the said counter, the second respondent has alleged that the deponent has no locus standi to represent the writ petitioner. This is because the deponent, Gnanasekaran, is the former President of the writ petitioner and not the current President. It was further pointed out that the writ petition does not disclose as to whether Gnanasekaran had participated in the tender process in his personal capacity or whether it was the writ petitioner Society, which had participated in the process. Pleading that unless and until this aspect is clear, the respondents urged that this court must not have entertained the writ petition at the instance of the writ petitioner. Without prejudice to this contention, the second respondent states that it was decided to opt for larger tonnage of vehicles, from 5 Metric Ton to 8 Metric Ton, as TCMPF anticipates a raise in demand for milk orders. TCMPF decided that such increase will avoid bottlenecks in future.



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10. The counter of the second respondent further states that the tender conditions were revised and modified, based on the requests made by the prospective tenderers during the pre-bid meeting held on 24.06.2025. It was only after the corrigendum was published on 25.06.2025, that the petitioner had applied for participating in the tender and had uploaded the tender documents. This implies that the petitioner had accepted the revised conditions, including the change in vehicle capacity.

11. The second respondent states that the representations of the petitioner dated 07.07.2025 and 14.07.2025 were not submitted on those dates. It was only after the tender was opened on 24.07.2025, they were received on 04.08.2025. Hence, the second respondent states that the intention of the petitioner is to mislead and misrepresent the facts and also confuse the Tender Scrutiny Committee. It pleaded that the existing tender arrangement has already reached the end of its permissible extended period, and cannot be continued further, as it would come within the teeth of the Tamil Nadu Tender Transparency Act, 1998 and the Rules made thereunder. It pleaded that as finalisation of new tender is essential to ensure continuity and an uninterrupted supply of milk to the residents of Chennai Metro, any delay in the tender process would cause serious inconvenience to the general public.

12. Insofar as the allegations of irregularities that are contained in the



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affidavit are concerned, a point by point rebuttal was given by the second respondent in the following manner:

(i) The factum of death of C.H.Kishore was admitted. However, the second respondent pointed out that the wife of late Mr.Kishore had stated that she will take full responsibility towards the obligations of the tender and requested the committee to consider the bid made by her late husband through the third respondent Society. This was also supported by the third respondent Society's letters.

(ii) With respect to the age of vehicles, the second respondent stated that in case a vehicle of more than 12 years is presented for the tender, it will be rejected during the technical scrutiny.

(iii) With respect to the plea that a car has been offered for route No.1, it was pointed out that the vehicle bearing registration No.TN01-BL-7387 was never offered by any tenderer. In addition, with respect to the Tanker vehicle bearing registration No.TN18-AK-8402, clarification will be called for from the concerned tenderer and in case, it is found not conforming to the tender conditions, it will be rejected.

(iv) Insofar as FSSAI certificate is concerned, the counter states that most of the tenderers have already furnished the certification. With regard to the tenderers who had not submitted the same are concerned, the respondents sought to invoke Rule 27(4) of the Tamil Nadu Transparency in Tenders Rules 2000, after giving sufficient opportunity to the tenderers to submit the shortfall documents within the permitted time. Only upon



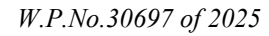
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satisfactory submission, such bids were sought to be considered.

(v) With respect to the allegations that the technical evaluation result had not been uploaded, the counter states that the technical bid was opened on 24.08.2025 and all the details had been read aloud publicly in the presence of participants to ensure transparency. It pleaded that the document verification is under progress and the process being followed is strictly in accordance with the tender conditions.

(vi) Insofar as the objection that had been made by the petitioner regarding the insulated vehicles etc. are concerned, it was pleaded that the vehicle verification is not necessary at the technical stage and that, after the award of the contract, the physical verification of the vehicles would be undertaken.

(vii) It pointed out that the increase in tonnage capacity from 5 Metric Ton to 8 Metric Ton was not with any malafide intention, but was done, keeping in mind the anticipated increase in milk quantity to be transported in the near future. It asserted that whatever be the tonnage of vehicle, either 5 Metric Ton or 8 Metric Ton, two labourers are required, and by using a 8 Metric Ton Vehicle, multiple trips using a 5 Metric Ton vehicle could be avoided. It pleaded that the arrangement was for operational efficiency, better route management, and results in reduction of repeated deployment of vehicles. It added that it is proposed to supply curd and other fermented products through the tender vehicles, in addition to milk sachets and therefore, the requirement of 8 Metric Ton vehicle as sought for by it is valid.



13. The counter of the second respondent states that all was done in the interest of the public and not with any malafide intention. It asserted that no individual contractor has been favoured and the tender process had been done transparently through official portal accessible to all tenderers. It further stated that only substantial responsive bids in accordance with the tender conditions will be considered giving equal opportunity to all concerned parties, without any arbitrariness, malafide or bias in the process. On the basis of these pleadings, it sought to vacate or modify the interim order and also to dismiss the writ petition.

14. The third respondent also filed a counter. It adopted the plea of the second respondent that the deponent, Mr.Gnanasekaran is not entitled to represent the writ petitioner. It pleaded that it had submitted its bid on 23.07.2025 for 74 out of 143 routes. It accepted that C.H.Kishore had passed away on 15.07.2025, but pointed out that the bid submitted by late Mr.Kishore was not in his personal capacity, but through the third



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respondent Society. The Society came to know of the death of Mr.Kishore only through his son, Mr.Cherukuri Narasimha Rao, who had informed the third respondent on 06.08.2025 that Mr.Kishore is no more. Immediately acting on this intimation, the third respondent Society informed the second respondent that till the legal heirs of the deceased Kishore obtain a mutation in their favour in the RC book, the Society will manage the vehicles for the said route.

15. The counter of the third respondent supported the second respondent by stating that the age of the vehicle, and its consequent disqualification can be decided by the Tender Scrutiny Committee, only at the stage of finalisation of technical bid. On the date of filing of the writ petition, the preliminary bids alone had been opened, and the details were still under scrutiny. It found fault with the writ petitioner for having rushed to the court with a non-existing cause of action assuming that the bids had passed the technical bid stage, when that was not the case.

16. The third respondent also accepted the variation in the tonnage from 5 Metric Ton to 8 Metric Tons as being an obvious consequence of the requests made by various tenderers in the pre-bid meeting held on 24.06.2025. It pointed out that tenderers and the representatives of the bidders were present in the said meeting and no objections were raised on the said date. Therefore, it is not open to the petitioner to raise such an



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objection in this writ petition, when no such objection was flagged before the authorities. It pleaded estoppel against the writ petitioner. It pointed out that accepting the terms and conditions, the writ petitioner submitted its bid in the third week of July 2025. Therefore, it cannot now turn around and challenge the tender notification on the ground that the terms mentioned therein are arbitrary.

17. The counter further states that the prescription of specifications and conditions are solely within the domain of the tender inviting authority viz., the first respondent and unless and until the same is arbitrary or violative of Article 14 of the Constitution, a challenge to them is untenable. It urged that the tender submitted by the writ petitioner itself is liable to be rejected as the petitioner had not enclosed a certificate from the registering authority, or a self declaration that the vehicle is an insulated vehicle in terms of clause 11.0 of the tender condition. The counter of the third respondent stated that Form A, B and C have to be duly filled up with all particulars and uploaded. However, Form C pertaining to the vehicles of the petitioner had been left incomplete, and the details like 'bidder name', 'total number of route vehicles offered' were all left blank.

18. Another deficiency in the writ petitioner's tender was also pointed out. In terms of clause 27(m) of the tender notification, xerox copies of the registered documents duly certified by the Notary Public should have been



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enclosed along with the tender. However, the documents had not been so notarised. Hence, the writ petitioner's bid itself is liable to be rejected invoking clause 27(n) of the tender notification. In conclusion, it pointed out that the writ petitioner has submitted its bid under another tender bearing No.1895/P2/MKG/2025 issued by the first respondent on 19.06.2025 for procurement of 65 numbers of insulated vehicles for evening supply on the same terms and conditions, but the petitioner had not challenged the tender dated 19.06.2025. Hence, it sought for dismissal of the writ petition with cost.

Submissions of the Counsel

19. Learned Advocate General submitted that the technical bids have not yet been processed, and even before it could be completed and the details uploaded, the petitioner had rushed to the court and obtained an interim order preventing any further process. He pleaded that the technical bids have not been processed, though opened. He assured the court that the objections raised by the petitioner and any other objections as to irregularities that have been received, will be considered and orders will be passed, accordingly. Taking into consideration the submission made by the learned Advocate General, I modified the interim order dated 18.08.2025, vide an order dated 04.09.2025 which reads as follows:

“(i) the second respondent shall process the technical bid and decide as to which of the tenderers are qualified.

“(ii) during the said process, the second respondent shall consider the objections given by the petitioner on 30.07.2025 or



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any other objections that they might have received.

(iii) till a call is taken on the list of eligible persons, the commercial bid shall not be opened.”

20. When the matter was called on 22.09.2025, the learned counsel for the respondents 1 and 2 filed a status report as directed in the order dated 04.09.2025. Mr.A.Natarajan, learned Senior Counsel appearing for the petitioner, after receipt of a copy, sought time to peruse the same. Hence, I listed the matter on 24.09.2025.

21. On 24.09.2025, Mr.A.Natarajan submitted as follows:

(i) Regarding the locus standi of the writ petitioner, he produced a resolution of the writ petitioner Society dated 30.07.2025, authorising the deponent to take appropriate steps with respect to the tender. Hence, he pleaded that Mr.Gnanasekaran is entitled to file affidavit on behalf of the writ petitioner Society.

(ii) Mr.A.Natarajan pointed out that the purpose of the tender was to engage 143 insulated vehicles, along with driver and loadman for collection of milk sachets from the diaries, disburse the same to the various identified outlets in Chennai and the Sub-Urban areas, and to return the empty tubs. He stated that such tender cannot be converted into one for transportation of curd and other fermented products, and on that basis, seek to modify the requirements.

(iii) He urged that the corrigendum had been issued in order to help



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some third parties. In other words, the plea being the corrigendum had been issued in order to tailor-make the tender to suit certain pre-identified persons.

(iv) There were totally 143 routes, of which for seven routes, there are no bidders. Insofar as five routes are concerned, the vehicles offered for tender are more than 12 years. He states, that leaves out 131 routes and for these routes, the tender conditions have to be strictly adhered to.

(v) Drawing the attention of this court to Rule 11(2) of the Tamilnadu Transparency in Tenders Rules, he stated that since the tender value exceeds Rs.5 crores, it ought to have been published in the newspapers. He pointed out that the corrigendum had been inserted only in the website and therefore, it does not comply with the requirements of the Rules. For this proposition, he relied upon the judgment of this court in ***P.Ravishankar v. State of Tamil Nadu, Highways Department and other in MANU/TN/8408/2021.***

(vi) He produced a photocopy of the vehicle bearing registration No.TN18-AE-8082, and stated that the vehicle offered is not an insulated vehicle and therefore, should not be accepted.

22. Mr.Kishore Balasubramanian appearing for the third respondent submitted that the tender conditions from clause 11.2 to 11.6, read with 2.4 are mandatory in nature. He stated that several tenderers had not enclosed the details required under the tender conditions, and the only option



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available to TCMPF is to reject their tenders. Instead of doing so, TCMPF had attempted to rectify the same by resorting to Rule 27(4) of the Tamil Nadu Transparency in Tenders Rules, 2000. He stated that even assuming Rule 27(4) is applicable to the case and that TCMPF had sought for clarification from everyone, it is only a make-believe clarification in order to show as if all the tenderers were treated similarly.

23. Referring to his typed set, on pages 78 and 79, he pointed out that though all the documents of the third respondent were already available with the first respondent, it had unnecessarily uploaded the details on the E-Procurement portal of the Government of Tamil Nadu as if certain documents had not been submitted. He pointed out that a clarification had been sought for with respect to Route No.48, when the third respondent had not even applied for the said route in the tender. He stated that the documents, which have been sought for, are crucial documents and they ought to have been uploaded at the time of submission of tenders and in case, they had not been done so, TCMPF cannot give further opportunity by permitting a tenderer to rectify the same. Therefore, he prayed appropriate directions be given in the writ petition.

24. Learned Advocate General in response stated as follows:

(i) The petition is a premature one. TCMPF is yet to conduct a physical verification of the vehicles offered for the tender. Even before an order of



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disqualification has been passed, the petitioner has approached this Court.

In other words, the authorities are yet to take a call and therefore, the writ petition is premature.

(ii) As the evaluation is still pending before the Tender Scrutiny Committee, approaching the court by way of a writ petition should be discouraged. He refers to Section 10(7) of the Transparency of Tenders Act and states that once the scrutiny of the technical bid and commercial bid are completed, the tender accepting authority will intimate the same to the Tender Bulletin Officer, who will immediately upload the same. While doing so, the Tender Accepting Committee will also give reasons for rejection of the other tenders. When the statute has provided for such a procedure, approaching the court at a premature stage causes hindrance in finalising the tender, especially one issued for distribution of milk, which is of vital importance to the general public. In support of this submissions, he relies upon the judgment in **National High Speed Rail Corporation Limited v. Montecarlo Limited and Another, (2022) 6 SCC 401**. He points out that the conduct of the petitioner is such that it is not entitled to the equitable relief sought for in the writ petition.

(iv) After reiterating the lack of locus standi of the petitioner to file the writ petition, when the petitioner society is managed by an Administrator, he states that till an order of rejection is passed, the petitioner cannot be treated as an “aggrieved person”. As a supplement submission to the same, he pleads that an anticipatory writ petition is untenable.



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(v) On the plea that the corrigendum has not been published in the newspapers, he relies upon Rule 17 of the 2000 Rules to point out that 17(1) enables the Tender Inviting Authority to make changes, modifications or amendments to the tender document by way of a corrigendum, and that the corrigendum needs to be informed only to those, who had purchased the original tender documents and to those who had downloaded the tender documents from the website. As Rule 17 states so, he pleads that section 11, while it applies to notice inviting tenders, will not apply to the corrigendum. He points out that in **P.Ravishankar's** case, the attention of the learned Judge had not been invited to Rule 17 at all.

(vi) He adds that it is inherent in every tender inviting authority to get clarification from the tenderers, and this procedure has been followed in the present case. He states that the supply of documents though found mandatory by reading the tender conditions, a careful perusal of Rule 27(4) would show that where a bonafide doubt arises, it is open to the tender inviting authority to get clarification from the tenderers.

(vii) He factually adds that the persons, who have offered vehicles for routes under the tender, are mostly existing contractors and their details are already available with TCMPF. For mere non-uploading of the documents, when the applications are otherwise in order, he urges that their tenders must not be rejected. This is because the tender relates to a public service, and more the competition, more the benefits to TCMPF and thereby, to the general public.



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(viii) He states that being a transportation contract, this court should not read the clause as if the tender relates to services or products of highly technical and scientific in nature. Relying on clause 4.1(vii), he states that the original documents have to be submitted to the TCMPF only at the time of technical evaluation and hence, non-uploading of the documents should not result in rejection of the tender. In other words, his plea is that clause 11 of the tender should not be strictly construed as an “essential term” of the contract.

(ix) On the plea of Mr.Natarajan that on account of the fall in card sales, the requirements of TCMPF is satisfied with 5 Metric Ton vehicles and there is no necessity for 8 Metric Ton vehicles, the learned Advocate General states that the prescription of specifications, conditions, and requirements is solely within the domain of TCMPF. He states that the requirements of TCMPF cannot be interfered with in a writ petition.

(x) In addition, he states that the petitioner is not prejudiced on account of the corrigendum or the increase of capacity requirement from 5 MT to 8 MT as the petitioner has applied for 8 Metric Ton routes and has participated in the tender, after issuance of the corrigendum. Hence, he pleads that the writ petition may be dismissed.

25. By way of a reply, Mr.Kishore Balasubramanian submitted that clauses 2.4, 3.4 and 11 are essential conditions and it cannot be weighed otherwise. He placed reliance upon the judgment of the Supreme Court in



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Vidarbha Irrigation Development Corporation and others v. Anoj Kumar Agarwala and Others, (2020) 17 SCC 577.

26. I heard Mr.A.Natarajan, assisted by Ms.A.Madhumathi, for the petitioner, Mr.P.S.Raman, learned Advocate General assisted by Mr.I.John Arockiadoss for the respondents 1 & 2, Mr.Kishore Balasubramaniam for the third respondent and Mr.L.S.M.Hasan Fizal, learned Additional Government Pleader for the fourth respondent. I have gone through the records. I have applied my minds to the facts of the case and the appropriate laws applicable.

27. There are certain fundamentals which I have to take note of. The tender inviting authority issued an invitation to offer. In response to the same, applications were made to the authorities for the purpose of acceptance. It is only on the acceptance of the offer so made can the contract be concluded and thereafter, the issuance of work order and the work commences. By development of law, it has become a requirement that wide publicity should be given to tenders. The purpose of wide publicity is to enable as many eligible persons to participate and make their applications before the tender inviting authority. [See, ***Meerut Development Authority Vs. Association of Management Studies, (2009) 6 SCC 171*** (paragraph Nos.26 to 28)]

28. The idea of publication is to increase participation, which might result in better quality of service and healthy competition among those, who



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submit their applications and thereby, resulting in better management, both financially and technically to the tender inviting authority. Keeping this requirement in mind, the Tamil Nadu Transparency in Tenders Act has been enacted.

29. Under Rule 11 of the Tamil Nadu Transparency in Tenders Rules, the tender inviting authority should ensure that the notice inviting tender is published in daily newspapers. If the value of procurement of goods and services is above 5 crores, then publication should be made in any one English daily in its all India Edition, and in one Tamil daily in all editions in the State. This is by virtue of Rule 11(2) read with clause 1 of the annexure to the Tamil Nadu Transparency in Tenders Rules.

30. The value of the tender that I am now dealing with is above five crores. Notice inviting tender has been published in one English daily, as well as in one Tamil daily. This complies with the requirement of section 11(2). It is admitted by both sides that a corrigendum was issued by TCMPF on 30.06.2025. It is also admitted that the said corrigendum was not published in the newspapers. It is on this point that the judgment of **P.Ravishankar**'s case is relied upon by Mr.A.Natarajan. In that case too, the financial limit of the tender was above five crores. The notice inviting tender was published in "The New Indian Express", having circulation in South India, and in the Tamil daily, "Dinamalar". The corrigendum-6



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revising the date of submission of the bids and the date of opening of the same were not published in the newspaper. The learned Judge concluded that this amounts to an infraction of Rule 11(2) of the Rules.

31. A perusal of Rule 17 shows that the tender inviting authority is entitled to make changes, modifications or amendments to the tender documents. Such changes to the original tender document are made through a corrigendum. Rule 17(1) clearly states that if any corrigendum is issued, then an intimation of such change shall be sent to all those, who have purchased the original tender document and the tender inviting authority has to upload the same for the information for those who have downloaded the tender documents from their website.

32. Rule 11(2) specifically states that "Notice inviting tenders have to be published in daily newspapers". It does not speak about the corrigendum to be published in the daily newspaper. A reading of the judgment in **P.Ravishankar's** case shows that the statutory Rule 17, framed in exercise of the powers under section 22(1) of the Tamil Nadu Act 43 of 1998, had not been invited to the attention of the learned Judge. When the Rules contemplate a particular procedure, any deviation from the same is impermissible. Similarly, the courts in exercise of Article 226 of the Constitution of India, unless the circumstances so warrant, are not entitled to supplant the statutory rules so framed by way of directions.



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33. I am of the view that had Rule 17 been brought to the notice of the learned Judge, he would not have come to the conclusion that he did in para 19.2 of the judgment. As the Rules enable the tender inviting authority to intimate only those who have purchased the tender physically, and to upload the corrigendum for the information of those who have downloaded from the website, I am not in a position to accept the submission of Mr.A.Natarajan that failure to effect publication of the corrigendum in terms of Rule 11(2) vitiates impugned tender.

34. Putting this crucial point behind, I now move to the clauses of the tender conditions. Here too, I have to point out that the writ petitioner and the third respondent, who has behaved like Janus supporting both the petitioner as well as the TCMPF, have participated in the tender. So have the respondents 4 to 14. These persons, having participated in the tender, cannot turn around and plead that the very tender and the connected corrigendum have to be quashed.

35. As pointed out above, the tender is only an invitation to offer. It is always open to the tender inviting authority to cancel the tender, if it so pleases, at any stage before its acceptance. Till it is accepted, the tender is in an inchoate condition.



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36. Nevertheless, it is a settled principle that the terms of invitation to a tender are not open to judicial scrutiny, for the same falls in the realm of contract. The courts shall always remain hesitant to interfere with the administrative policy decision and only if it is arbitrary, discriminatory, mala fide, or actuated with bias, will the courts interfere. (See, ***Ion Exchange Waterleau Ltd. v. Commr., 2008 SCC OnLine Mad 315*** and ***Tata Cellular Vs. Union of India, (1994) 6 SCC 651***).

37. The petitioner, having participated in the tender by submitting its offer for several routes, cannot turn around today and plead that the notification of tender itself is bad, unless and until it is able to demonstrate that the notification is contrary to the provisions of Tamil Nadu Act 43 of 1998, and the rules made thereunder are arbitrary, capricious and thereby, in teeth of Article 14 of the Constitution of India.

38. TCMPF is controlled by the State of Tamil Nadu. It is not a standalone cooperative society. The State of Tamil Nadu has a deep and pervasive financial and administrative control over the said entity. That being the position, TCMPF has to strictly comply with the requirements of law. It is always open to this court to test the action taken by TCMPF and find out whether its act passes the constitutional muster. Being an “other authority” covered under Article 12 of the Constitution of India, TCMPF has to strictly comply with the terms, Act, Rules and constitutional



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requirements.

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39. Having said this, I have to note that the writ petition seeks to quash the tender notification. The tender itself has been called in order to engage 143 insulated vehicles together with persons to serve in the said vehicles for collection & distribution of milk sachets from dairies belonging to TCMPF, to various identified outlets in Chennai and its Sub Urban areas, and to return the empty tubs and containers. This is a requirement of TCMPF. It is not for this court to state whether TCMPF should perform the act by itself or outsource the same by way of a tender. It is not for the Court to usurp the discretion of a public authority, or be pedantic when it is scrutinizing every decision taken by them. The tender inviting authority is clothed with the liberty to assess the overall situation keeping in mind the purpose of the tender. (See, ***Sterling Computers Vs. M/s.M&N Publication, AIR 1996 SC 51***)

40.If this court were to grant relief that the petitioner seeks for, it would amount to interfering with the power and functions of an Administrative Authority as to how it wants to exercise its powers and perform its duties. It is not for this court to run an institution in exercise of the powers under Article 226 of the Constitution of India. It is only when the action of the executive does not pass the requirements of Constitution, Statute or Rules, this court should interfere. Even at that stage, this court



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sets aside the proceedings and directs the concerned authority to re-do the exercise in accordance with law. As pointed out above, this court cannot quash the tender circular, when it is merely prescribing the requirements of that authority. Even though the prayer is for quashing the tender notification, this court retains with itself the power or any other relief. This power is available, even to a civil court under Order VII Rule 7 of the Code of Civil Procedure and it is certainly available to a writ court, the jurisdiction of which is plenary in nature.

41. Insofar as the locus standi of the petitioner is concerned, it is accepted by Mr.A.Natarajan that the deponent is only a former president of the writ petitioner society. Bye-laws of the society might, as pointed out by the learned Advocate General, empower the administrator to sue or be sued. In a writ proceedings, the strict principles of pleadings do not apply. This is clear from a casual reading of section 141 of the Code of Civil Procedure.

42. The fact that the deponent had been authorised to file this writ petition is not in dispute. The further fact that the deponent had been authorised by a resolution of the society is also not in dispute. The authorisation itself has been signed by the administrator of the society and also by the District Registrar of Industrial Cooperative Societies, District Industries Centre, Tiruvallur. This shows that the general body of the writ petitioner, as well as the administrator, have authorised the writ petitioner



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to present the writ petition. The circumstances on the basis of which authorisation had been granted is not for this court to investigate, when the administrator has not challenged the locus standi of the deponent. Hence, the plea of learned Advocate General that the writ petition deserves to be dismissed *in limine* is not acceptable.

43. Insofar as the plea of learned Advocate General, that there is an effective alternate remedy for the petitioner to file an appeal under section 11 of the Act as and when an order is passed under section 10(7) is concerned, this court has to point out that no statute can interfere with the power of this court to issue a writ under Article 226 of the Constitution of India. An alternate remedy is not a total bar but only a rule of convenience. If this court is satisfied that the manner in which the proceedings have been carried out by the State is not in accordance with the requirements stipulated by law, the rule of convenience pales into insignificance, and this court has a discretion to interfere with writ.

44. Furthermore, an appeal under section 11 is maintainable only after an order is passed by the tender accepting authority. From the facts, it is clear that the petitioner had, in fact, approached the TCMPF to rectify the alleged mistakes committed during the course of evaluation and only upon that not having been considered by the respondent authorities, it resorted to



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approach this court. When a statute fixes a particular manner in entertaining an appeal, that procedure has to be strictly adhered to. When no order has been passed by the authority, despite the fact that it had been brought to the notice of the said authority, then the petitioner is always free to approach this court by way of Article 226 of the Constitution of India.

45. Furthermore, it has been the practice of this Court that where Rule Nisi is issued, the litigant should not be turned away on the ground of alternate remedy. A perusal of the papers show that my predecessor had entertained the writ petition on 18.08.2025, had issued Rule Nisi, and had called for the records. This court recollects a latin maxim '*cursus curiae est lex curiae*' – 'the practice of the court is the law of the court'. This dictum has been accepted by the Constitutional Courts, including the Supreme Court. It has been directed that unless and until circumstances warrant, the practice of the court should be followed. This is because certainty is one of the essential ingredients of the law. Therefore, the plea that the petitioner should have filed an alternate remedy under section 11(1) stands rejected.

46. I will now refer to the judgment of the Supreme Court, which was relied upon by the learned Advocate General in **National High Speed Rail Corporation Limited's** case. A careful perusal of the judgment shows the Supreme Court did not hold that a writ petition challenging the tender process is not maintainable. The Supreme Court pointed out that the High



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Court is entitled to entertain the petitions challenging the tender matters.

While entertaining such writ petitions, the court should be of the view that the decision of a process impugned is perverse or arbitrary or suffers from malafides or favouritism. If such circumstances exist, then the High Court should grant an interim order. The Supreme Court also pointed out that if the writ petition was held to be maintainable, it should caution the writ petitioner that if the writ petition is dismissed and the petitioner loses causing delay to the tender proceedings, then the petitioner may be saddled with damages for having caused delay in the execution of the project, which may be due to frivolous litigation initiated by it. After having stated so, the Supreme Court pointed out that the High Courts must be conscious while interfering with the tender process, and with respect to contracts/projects funded by foreign countries, and with respect to mega projects. It further pointed out that there is an ocean of difference between foreign funded contracts and ordinary public works contracts. This is clear from the following lines in paragraph 45:

“... there shall be different considerations so far as the judicial interference is concerned between the foreign funded contracts and the ordinary public works contracts funded from public exchequer.”

47. A reading of paragraph 45 and 48 makes it clear that the High Court, even in cases of mega projects and foreign funded works, can entertain writ petitions but must do so with caution. This judgment is not a



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proposition that a writ petition is not maintainable, if the process attracts vices of arbitrariness, malafides or favouritism etc, and if the tender is an ordinary works contract.

48. On the merits of the case, Mr.A.Natarajan had urged that the original tender contemplates 85 trucks of 5 Metric Ton and 52 trucks of 8 Metric Ton. The petitioner submitted that with the fall in business of card sales, the increase of 8 Metric Ton from 52 to 81, and the reduction of 5 Metric Ton from 85 to 55, is arbitrary. I will agree with the submissions of the learned Advocate General and that of Mr.Kishore Balasubramanian. What is the requirement of a tender inviting authority is not for this Court to dictate. That is solely based on policy and considerations in the minds of the tender inviting authority.

49. Perhaps, TCMPF had initially decided that 85 - 5 Metric Ton and 52 - 8 Metric Ton would satisfy its requirements. Subsequently, TCMPF considered a revision. Unless and until the requirement, so sought for, is made to suit one particular person or entity, it is not for this court to interfere with the same. The requirements of the tender is for that authority to decide and it is not for this court to substitute the wisdom of the authority, and insist that the authority should stick to its original proposal. This is more so, when in terms of Rule 17, the tender inviting authority is entitled to make any changes, modifications or amendments to the tender



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documents from the time of issuance of the tender till the opening of the tender. The rules of the game cannot be changed once the game has started.

In matters of tender, the game commences only after the opening of the tender. Till then, the tenderers do not have a right to insist that the conditions cannot be changed. In any event, the prescription of requirements, specifications and conditions are solely within the domain of TCMPPF.

50. With respect to the plea that the bid which was given in the name of a dead person, namely, C.H.Kishore should not be considered for technical evaluation is concerned, the factum that a bid had been applied by C.H.Kishore is not in dispute. It is also not in dispute that he had passed away. C.H.Kishore had not applied as an individual. He had applied as a member of the third respondent Society. The explanation offered by TCMPPF, that the third respondent Society has assured to discharge their tender obligations until the legal heirs of C.H.Kishore transfer the RC book in their name, in the event an award is granted in their favour, cannot be considered as unreasonable or arbitrary. Time of death can be predicted by none. Hence, the latin maxim '*memento mori*'.

51. The court cannot be insensitive to a situation as presented in the case of C.H.Kishore. He had validly presented a bid and was thereafter, summoned to meet his maker. It is not as if the bid was made in the name



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of a dead person, but it is rather a situation where the person, who had made the bid, is now dead. The bid has been offered through the third respondent Society. If it complies with the undertaking that it has given to TCMPF, then TCMPF would not be prejudiced. The execution of work was not something personal to C.H.Kishore. He was the owner of the vehicles and had offered them through the third respondent Society. Therefore, the plea of Mr.A.Natarajan that as the bidder is no more, it deserves rejection, cannot be considered.

52. With respect to the plea that the vehicles, which are above the age of 12 years had been presented for operation is concerned, the learned Advocate General has categorically stated that at the stage of technical evaluation, TCMPF goes as per the records. If as per the records, under clause 3.2 of the Tender terms and conditions, in particular, the vehicles are more than 12 years old, obviously TCMPF will not consider them.

53. Furthermore, learned Advocate General has also made a statement that the physical verification will not be conducted after the contract is awarded but before the award of the contract. His submission is TCMPF will physically verify the vehicles offered for the contract and if it complies with the requirements of TCMPF, as stipulated in the terms and conditions of tender, only then the contract be awarded. This substantially takes care of the grievance expressed by the writ petitioner.



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54. With respect to the objection that a car had been presented in a route, it is not in dispute that no vehicle bearing registration No.TN01-BL-7387 had been offered. It is but a typographical error. The correct vehicle number is TN01-BL-7887. On account of the typographical error, the petitioner seems to have been under an apprehension that it was a car, which has been offered for the route. This being a factual mistake, it need not be dealt with further.

55. With respect to the objection on FSSAI certification not being produced for several number of vehicles, the statement of the learned Advocate General that the certification will be verified before the award of the contract, is also recorded. Since TCMPF is dealing with food articles, especially those, which would lose their value in case not properly stored, TCMPF shall ensure that the FSSAI certification is produced before the award of the contract.

56. Now I will consider the plea of Mr.Kishore Balasubramanian, that clauses 2.4, 3.4 and 11 are mandatory. I should point out that I am dealing with a handling and transportation contract. As rightly contended by the learned Advocate General, the tender does not relate to any high, scientific or technological process. The persons who are indulging in the transportation process, perhaps are not tech-savvy. Anticipating such a



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failure, clause 4.1(vii) directs the tenderers to produce the original documents of the vehicle in full shape at the time of technical evaluation.

57. In the light of clause 4.1(vii) permitting the tenderers to produce the original documents at the time of technical evaluation, I am not inclined to hold that the failure to upload the documents, especially considering the nature of the contract, is fatal. Life of law, as is oft repeated, is not logic but experience. TCMPF has vast experience in dealing with transportation contracts. It would have certainly faced the situation of tenderers not uploading the documents, though they are in possession of the same. Perhaps, it is only on account of such experience, they have inserted clause 4.1(vii), which enables a tenderer to upload Form A, B and C, to furnish the documents in original at a later date. In case a tenderer does not produce a document listed in clause 11, as insisted upon under clause 4.1(vii), obviously TCMPF is going to reject the tender and will not award the contract.

58. While I have my own doubts on the interpretation that the learned Advocate General sought to place on Rule 27 of the Rules, I do not think it is necessary to go into the said issue in this case. This is because, the stage of the tender. When TCMPF is still considering the technical evaluation, if TCMPF, on physical verification of the vehicle and the documents, comes to



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a conclusion that the offered vehicles do not comply with their requirements as set forth in the terms and conditions of the tender, they would and obviously should reject the offer.

59. There is time enough for the petitioner to challenge, in case its offer is rejected, on grounds, which are arbitrary or contrary to the Act or if a vehicle offered does not comply with the requirements, but is still awarded the contract. This court cannot act like a soothsayer and predict what is the course of action that TCMPF is going to take.

60. Suffice it to record the statement of the learned Advocate General that the physical verification of documents and vehicles will be conducted during the technical evaluation, and vehicles, which do not satisfy the requirements of tender clause 11, and other requirements like insulation etc., will be rejected.

61. In the light of above discussion, the writ petition is dismissed. The first and second respondents shall strictly comply with the statement of the learned Advocate General recorded in this order and complete the tender process. No costs. Consequently, the connected miscellaneous petition is closed.

22.10.2025



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Internet:Yes
Index:Yes/No
Speaking/Non speaking order

To

- 1.The Managing Director,
The Tamil Nadu Cooperative Milk Producers Federation Ltd.,
No.3A, Aavin Illam,
Pasumpon Muthuramalinganar Salai, Nandanam, Chennai – 600 035.
- 2.The Joint Managing Director,
The Tamil Nadu Cooperative Milk Producers Federation Ltd.,
No.3A, Aavin Illam,
Pasumpon Muthuramalinganar Salai, Nandanam, Chennai – 600 035.
- 3.The Administrator,
Tamilnadu Anna MGR Goods Transport
Service Industrial Co-Operative Society Ltd.,
No.13/66, Pulavar Pugazhendhi Nagar,
4th Street, Arumbakkam, Chennai – 600 106.
- 4.The Administrator,
Chennai Goods Transport Owner's
Service Industrial Cooperative Society Ltd.,



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No.700, Kumpath Complex, P.H.Road, Aminjikarai, Chennai – 600 029.

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V. LAKSHMINARAYANAN. J,

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22.10.2025