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W.P.Nos.48774 & 48777 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.12.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

W.P.Nos.48774 & 48777 of 2025

and

W.M.P.Nos.54463, 54465, 54467 & 54470 of 2025

M/s.Best Pulses and Foods LLP,
Represented by its Designated Partner,
Mr.Vignesh Chandran,
Having office at No.1/L, Blackers Road, 6B,
Gaiety Palace, 6th Floor, Chintadripet,
Chennai – 600 002.

... Petitioner
in W.P.No.48774 of 2025

M/s.C.P.Foods,
A Partnership Firm represented by Partner,
S.Manikandaprabu,
Having office at No.52, South Car Street,
Virudhunagar – 626 123.

... Petitioner
in W.P.No.48777 of 2025

Vs.

- 1.The Government of Tamil Nadu,
Represented by Secretary to Government,
Cooperation, Food and Consumer Protection Department,
St.George Fort, Chennai.
- 2.The Director,
Civil Supplies and Consumer Protection Department,
Ezhilagam, Chempauk,
Chennai – 600 005.



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3.The Managing Director,
Tamil Nadu Civil Supplies Corporation,
Having office at Chennai Metro Rail Ltd. (CMRL)
Admin Building, Poonamallee High Road,
Koyambedu, Chennai – 600 107.

4.M/s.SKS Industries,
SF No.11/1, Senthampalayam Road,
Pachapalayam Village, Annur Taluk,
Coimbatore – 641 107.

5.M/s.Arunachala Impex Pvt. Ltd.,
No.5, First Floor, 3rd Street,
Dr.Radhakrishnan Salai, Mylapore,
Chennai – 600 004.

6.M/s.Fair Deal Ventures Private Limited, Namakkal,
Door No.5/18, SF No.2/1A, Kailasampalayam Village,
Tiruchengode, Namakkal – 637 209.

7.M/s.Agrigo Foods Private Limited,
No.20, Mylai Ranganathan Street,
T.Nagar, Chennai – 600 017.

8.M/s.Sonu Monu Industries,
No.121, Small Factory Area,
Bagadganj, Nagpur, Nagpur – 440 008.

... Respondents

Prayer in W.P.No.48774 of 2025 : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus to call for the records of the impugned confirmation letter of the 3rd respondent issued to the respondents 4 to 8 vide R.C.No.BS6/071741/2025-(1), BS6/071741/2025-(2), BS6/071741/2025-(3), BS6/071741/2025-(4), BS6/071741/2025-(5) dated 08.12.2025 and quash the same and further to direct the 3rd respondent to issue confirmation order to the petitioner for



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supply of 12000 MT of Canadian Yellow Lentil (Whole-husked & Laired No.2) at the petitioner's negotiated price of Rs.83,000/- per MT.

Prayer in W.P.No.48777 of 2025 : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus to call for the records of the impugned confirmation letter of the 3rd respondent issued to the respondents 4 to 8 vide R.C.No.BS6/071741/2025-(1), BS6/071741/2025-(2), BS6/071741/2025-(3), BS6/071741/2025-(4), BS6/071741/2025-(5) dated 08.12.2025 and quash the same and further to direct the 3rd respondent to issue confirmation order to the petitioner for supply of 12000 MT of Canadian Yellow Lentil (Whole-husked & Laired No.2) at the petitioner's negotiated price of Rs.83,000/- per MT.

For Petitioner	:	Mr.P.R.Raman Senior Counsel for Mr.Ashwin Premsundar in both writ petitions
For R1 to R3	:	Mr.P.S.Raman Advocate General assisted by Mr.D.Ravichandar Special Government Pleader in both writ petitions
For R4	:	Mr.A.K.Sriram Senior Counsel for Mr.C.H.Vinay Datha in both writ petitions
For R5	:	Mr.A.K.Sriram Senior Counsel for Mr.Vikram Veerasamy in both writ petitions



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COMMON ORDER

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Challenging the confirmation orders of the 3rd respondent dated 08.12.2025 issued in favour of the respondents 4 to 8 and for a direction to the 3rd respondent to issue confirmation orders to the petitioners for supply of Canadian Yellow Lentil (whole-husked & Laired No.2) at the petitioners' negotiated price of Rs.83,000/- per MT, the present writ petitions have been filed.

2.It is the case of the petitioners that they are firms engaged in the business of supply of pulses, spices and other essential commodities including oil. The petitioners have been supplying various products to the 3rd respondent/Tamil Nadu Civil Supplies Corporation for the past several years. The 3rd respondent Corporation issued a short e-Tender Notice dated 06.11.2025 bearing Tender Notice No.BS6/071741/2025-TNCSC/25-26 inviting online e-tender for purchase of 60,000 MT of Tur Dal (Split-Husked & Fatka) (Indigenous) / Tur Dal (Split Husked-Imported) / Lentil locally known as Canadian Lentil (Split-Husked & Laired No.2) / Lentil locally known as Candian Yellow Lentil (Whole-Husked & Laired No.2) for three months of January, February and March, 2026. As per the tender notice, the



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last date for online submission was on 23.11.2025 upto 11.00 a.m. The 3rd

respondent uploaded the short e-Tender document on 07.11.2025 directing the parties concerned to submit the tenders in two parts, i.e., Technical Bid and Price Bid. The Earnest Money Deposit was fixed at Rs.2,65,35,000/-. The tender document can be downloaded from 07.11.2025 and the bids can be submitted from 08.11.2025 and time was granted till 25.11.2025 to the bidders to submit the tender online, and thereafter, the bids will be opened on 26.11.2025.

3.The petitioners have also submitted their bids with two parts, one for Technical Bid and the other for Price Bid. The petitioner in W.P.No.48774 of 2025 has quoted to supply the following products at the following prices :

<i>S.No.</i>	<i>Product</i>	<i>Quantity in Metric Tonnes</i>	<i>Price in Rupees per Metric Tonnes</i>
1.	Tur Dal (Split-Husked & Fatka) (Indigenous)	12000	1,01,399/-
2.	Tur Dal (Split-Husked-Imported)	12000	92,399/-
3.	Lentil locally known as Canadian Yellow Lentil (whole-husked & Laired No.2)	12000	86,983/-

The petitioner in W.P.No.48777 of 2025 has quoted to supply the following products at the following prices :



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S.No.	Product	Quantity in Metric Tonnes	Price in Rupees per Metric Tonnes
1.	Tur Dal (Split-Husked & Fatka) (Indigenous)	12000	1,02,000/-
2.	Tur Dal (Split-Husked-Imported)	12000	92,000/-
3.	Lentil locally known as Canadian Yellow Lentil (whole-husked & Laired No.2)	12000	86,983/-

4.The tender was opened on 26.11.2025. After opening the tender, the petitioner in W.P.No.48774 of 2025 was ranked as follows :

S.No.	Product	Rank
1.	Tur Dal (Split-Husked & Fatka) (Indigenous)	L3
2.	Tur Dal (Split-Husked-Imported)	L10
3.	Lentil locally known as Canadian Yellow Lentil (whole-husked & Laired No.2)	L1

The petitioner in W.P.No.48777 of 2025 was ranked as follows :

S.No.	Product	Rank
1.	Tur Dal (Split-Husked & Fatka) (Indigenous)	L4
2.	Tur Dal (Split-Husked-Imported)	L8
3.	Lentil locally known as Canadian Yellow Lentil (whole-husked & Laired No.2)	L1

5.Pursuant to the opening of the Price Bids, the 3rd respondent, by a letter in Rc.No.BS6/071741/2025, dated 01.12.2025, was pleased to issue notice to the petitioners, respondents 4 to 8, informing the petitioners and others to take part in the negotiation meeting scheduled to be held on



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01.12.2025 at 5.00 p.m. The petitioners also participated in the price

negotiation meeting held on 01.12.2025 as per Section 10(3) of the Tamil

Nadu Transparency in Tenders Act, 1998. In the negotiation, the petitioners

in W.P.Nos.48774 and 48777 of 2025 quoted a sum of Rs.84,000/- per MT

for supply of 13,000 MT and 12,000 MT respectively of Canadian Yellow

Lentil (whole-husked & Laired No.2). The other bidders had quoted a sum

of Rs.84,830/- per MT for supply of Tur-Dal (Split-Husked-Imported). The

other bidders have quoted Rs.830/- per MT higher than the petitioners.

Hence, the petitioners were under the impression that the order for supply of

13000 MT and 12000 MT respectively of Canadian Yellow Lentil (whole-

husked & Laired No.2) will be granted to the petitioners and the other

bidders will supply the remaining quantity at their quoted price. Even after

quoting a lesser price, there was neither any communication from the 3rd

respondent informing the petitioners that a confirmation letter and order will

be passed in their favour, nor calling the petitioners for a second round of

negotiation. Since there was no communication from the 3rd respondent, the

petitioners, by e-mail dated 05.12.2025, submitted their offer to supply

13,000 MT of Canadian Yellow Lentil (whole-husked & Laired No.2) at a

revised price of Rs.83,000/- per MT. The rate quoted by the petitioners is

Rs.1,830/- per MT lesser than the other bidders. It is the contention of the



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petitioners that, if the 3rd respondent accepts the offer of the petitioners, the

Government and the 3rd respondent will save a sum of Rs.2,37,90,000/-.

However, neither considering the offer of the petitioners nor rejecting the petitioners' offer as per Section 12 of the Tamil Nadu Transparency in Tenders Act, 1998, the 3rd respondent has issued the impugned confirmation letters to the respondents 4 to 8 vide R.C.Nos.BS6/071741/2025-(1), BS6/071741/2025-(2), BS6/071741/2025-(3), BS6/071741/2025-(4), BS6/071741/2025-(5)m dated 08.12.2025, for supply of 60,000 MT of Tur Dal (Split-Husked-Imported) at the rate of Rs.84,830/- per MT.

6.It is the grievance of the petitioners that the 3rd respondent has failed to follow Rules 29 and 29-A of the Tamil Nadu Transparency in Tenders Rules. As per the said Rules, the 3rd respondent should have selected the tenderer who has passed the technical bid and quoted a lesser price. In the present case, overall, the petitioners have quoted lesser price and the petitioners' bid ought to have been confirmed. Even in the event of rejection, the 3rd respondent should have passed an order rejecting the bid of the petitioners informing the grounds for rejection. However, no such orders have been passed. Hence, the petitioners have filed these writ petitions challenging the confirmation orders issued by the 3rd respondent in



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favour of the respondents 4 to 8.

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7.The respondents 1 to 3 have filed a common counter affidavit stating that the Public Distribution System is the backbone of the basic Governance towards achieving the goal of a welfare State. In order to ensure seamless hassle-free purchase and movement of Public Distribution System commodities, the 3rd respondent has been floating tenders for every three months or two months or even for one month depending upon the prevailing market prices. It is stated that, if the tenders related to Supply Chain Management, are affected by Court proceedings, the Card holders will be put to deep trouble, as they will be forced to buy the same commodities in open market at a very exorbitant price, which will seriously affect a larger section of the society.

8.It is their further contention that these writ petitions are not maintainable for failure to invoke the alternative remedy. Admittedly, the respondents 4 to 8 have been awarded tender. Therefore, the petitioners ought to have invoked Section 11 of the Tamil Nadu Transparency in Tenders Act, 1998. It is their contention that the 3rd respondent called for a short e-Tender dated 26.11.2025. The tender conditions make it clear that



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the parties to the tender had expressly agreed to the Arbitration Clause for settling their disputes. The dispute now raised in these writ petitions is purely commercial in nature and governed by the contract and therefore, the petitioners cannot be permitted to invoke the extraordinary jurisdiction of this Court. Therefore, these writ petitions are not maintainable.

9.It is their further contention that the tender notification clearly states that any one of Dals is sought to be procured among the three Dals, viz., Tur Dal (Split-Husked & Fatka) (Indigenous) / Tur Dal (Split-Husked-Imported) / Lentil locally known as Canadian Yellow Lentil (Split-Husked & Laired No.2) / Lentil locally known as Canadian Yellow Lentil (Whole-husked & Laired No.2). The preamble of the tender makes it explicitly clear that the 3rd respondent has called for tender with respect to supply of 60,000 MT of any of the three above mentioned Dals. Admittedly, both the petitioners stood as L1 and had quoted a sum of Rs.86,983/- per MT for supply of Lentil locally known as Canadian Yellow Lentil (Whole-husked & Laired No.2) which is referred as Item No.3 in the Tender Document. The petitioners offered to supply a quantity of 12,000 MT of Canadian Yellow Lentil. After declaring L1 in the three varieties of Dals, the respondent called upon all the tenderers for negotiation as per Section 10(3) of the



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Tamil Nadu Transparency in Tenders Act, 1998. The Tender Sub-

Committee had its meeting with all the tenderers on 01.12.2025 and in the said negotiation, it was found by the Board Sub-Committee that the variety of Dal quoted by the petitioners and the other bidding parties, i.e., Canadian Yellow Lentil, could supply only 53,000 MT of Dal. Whereas, the respondent had suppliers to supply 60,500 MT of Tur Dal (Split-Husked-Imported). Thus, the variety of Dal quoted by the petitioners along with the other bidding parties could not match the requirements of the tender inviting authority, i.e., the 3rd respondent. Thus, the 3rd respondent had taken a decision and awarded the contract to the respondents 4 to 8 as they alone had the required and tendered quantity of 60,000 MT which could not be found at fault. The rate quoted, negotiated rate, and offered quantity of three Dal varieties are tabulated as follows :

S.No.	Rate pet MT. Rs.P.		
	<i>Tur Dal (Split-Husked & Fatka) (Indigenous)</i>	<i>Tur Dal (Split-Husked- Imported)</i>	<i>Canadian Yellow Lentil (whole-husked & Laired No.2)</i>
1.	95,500.00	84,930.00	86,983.00
2.	1,01,300.00	84,931.00	86,983.00
3.	1,01,399.00	87,445.00	87,000.00
4.	1,02,000.00	88,450.00	87,000.00
5.	1,02,000.00	89,376.00	88,000.00
6.	1,02,100.00	91,000.00	90,000.00
7.	1,04,000.00	91,100.00	95,500.00



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8.	1,04,747.00	92,000.00	
9.	1,08,289.00	92,300.00	
10.	1,10,000.00	92,399.00	
11.	1,10,000.00	93,910.00	
12.	1,11,000.00	95,000.00	

Negotiated rate of three Dal varieties are as follows :

S.No.	Rate pet MT. Rs.P.		
	<i>Tur Dal (Split-Husked & Fatka) (Indigenous)</i>	<i>Tur Dal (Split-Husked- Imported)</i>	<i>Canadian Yellow Lentil (whole-husked & Laired No.2)</i>
1.	95,450.00	84,830.00	84,000.00

Negotiated quantity offered by the bidders :

S.No.	Quantity in MT		
	<i>Tur Dal (Split-Husked & Fatka) (Indigenous)</i>	<i>Tur Dal (Split-Husked- Imported)</i>	<i>Canadian Yellow Lentil (whole-husked & Laired No.2)</i>
1.	15,000	60,500	53,000

10.It is the contention of the respondents that they had not received the entire ordered quantity of 60,000 MT of Canadian Yellow Lentil not only from the petitioners, but also from other tenderers who bid for Canadian Yellow Lentil. The price difference received by the respondent with respect to Tur Dal and Canadian Yellow Lentil is only Rs.0.83 per kg. Whereas, in the normal market conditions, the difference is generally Rs.2/- to 10/-. Thus, the respondent is in advantageous position in selecting Tur



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Dal (Imported). Therefore, the respondent could not be found in fault in awarding contract to the respondents 4 to 8.

11.It is their further contention that the petitioner in W.P.No.48777 of 2025, viz., M/s.C.P. Foods, was earlier given order for supply of Canadian Yellow Lentil vide Office Proc.No.BS6/028829/2024(1) dated 06.11.2024 and it had failed to supply the agreed goods in time which forced the respondent to cancel the contract with respect to the unsupplied goods by its proceedings in Proc.No.BS6/028829/2024(1) dated 06.11.2024. Earlier, the petitioner filed a writ petition in W.P.No.2377 of 2023 seeking a direction that the 3rd respondent, while seeking for tender, should call for all varieties of Dal and not to restrict with respect to single Dal alone. The said writ petition was allowed. Therefore, the 3rd respondent had called for three varieties of Dal in consensus with the orders of this Court, which cannot be found at fault.

12.It is further stated that, as far as the contention of the petitioners that the respondent should procure all the three varieties of Dals and ought not to have restricted to only one variety of Dal, is concerned, the Tender Sub-Committee had deliberated the said issue also in its Sub-Committee



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Meeting before awarding the contract in favour of the respondents 4 to 8

and it had found that procuring Tur Dal (Imported) would alone meet the requirement for the next three months and in consensus with the future demand in view of the ongoing north-east monsoon and also further demand for supply of Sri Lankan Humanitarian Relief Kit Despatch and found that the offered quantity of 53,000 MT of Canadian Yellow Lentil would not satisfy the demands for the next three months and found that the shortage in procurement will lead to law and order problem and societal tension and thus, the tendering authority, taking into consideration the overall situation, had decided to award the contract in favour of the respondents 4 to 8 for supply for 60,000 MT of Tur Dal (Imported).

13.Mr.P.R.Raman, learned Senior Counsel, appearing for the petitioners, would submit that petitioners became L1 for Canadian Yellow Lentil. The petitioners also participated in the price negotiation meeting held on 01.12.2025. The petitioners had quoted a price of Rs.84,000/- per MT for supply of 13,000 MT and 12,000 MT of Canadian Yellow Lentil, respectively. Whereas, the other bidders had quoted a price of Rs.84,830/- per MT. Even after quoting the lesser price, the petitioners have not been given the order for supply of the variety of Dal quoted by them. Even



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thereafter, both the petitioners, by their e-mails dated 05.12.2025, have agreed to supply 13,000 MT of Canadian Yellow Lentil at a revised price of Rs.83,000/- per MT. The petitioners have quoted Rs.1,830/- per MT lesser than the other bidders. According to the learned Senior Counsel, if the petitioners' bid had been accepted, the Government would have saved a sum of Rs.2,37,90,000/-. However, without considering the petitioners' request nor rejecting the petitioners' offer under Section 12 of the Tamil Nadu Transparency in Tenders Act, 1998, the 3rd respondent has issued the confirmation letters to the respondents 4 to 8 for supply of 60,000 MT of Tur Dal (Split-Husked-Imported) at a price of Rs.84,830/- per MT. It is also against the Rules 29 and 29-A of the Tamil Nadu Transparency in Tenders Rules.

14.The learned Senior Counsel would further submit that the petitioners have, in fact, offered to supply 13,000 MT of Canadian Yellow Lentil, whereas, a decision is taken by the authorities as if there is a shortfall of 7,000 MT of the said Dal and therefore, they have decided to choose other suppliers for supply of 60,000 MT of Tur Dal (Split-Husked-Imported). It is his contention that, in the year 2023, various varieties of Dals have been purchased on the basis of Price Bids. At that time, though



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the tender quantity had not been fulfilled, the respondent had purchased

only 15,000 MT out of the tendered quantity of 20,000 MT. When similar situation arose in the previous year 2024 also, the 3rd respondent had acquired various Dals from various suppliers and they have purchased only 51,000 MT out of the tendered quantity of 60,000 MT. The petitioners herein seek to exercise the same decision for this year also. Admittedly, the petitioners have quoted lesser amount for the Canadian Yellow Lentil than the other bidders. Therefore, if the petitioners' bid was accepted, the Government could have saved more than Rs.2 Crores. Whereas, the same has not been followed. In fact, the respondents have taken a decision in the previous years 2023 and 2024, wherein, they have purchased various quantities of various Dals and in fact, they have purchased lesser than the tendered quantity. The same approach could have been adopted in this case also. They have called upon the petitioners for enquiry and the petitioners have quoted lesser amount. The petitioners could have been allowed to supply 13,000 MT of Canadian Yellow Lentil as quoted by them. Whereas, stating that there is a shortfall of 7,000 MT, the orders have been given to the respondents 4 to 8 for supply of Tur Dal (Imported). Hence, it is his contention that the impugned orders have to be set aside and he seeks a direction to the 3rd respondent to issue confirmation order to the petitioners



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for supply of 13,000 MT of Canadian Yellow Lentil at the petitioners' negotiated price of Rs.83,000/- per MT.

15. Whereas, Mr.P.S.Raman, learned Advocate General, appearing for the respondents 1 to 3, would submit that, as per the short e-Tender document, the tender has been called for supply for 60,000 MT of any of the three Dals, viz., Tur Dal (Split-Husked & Fatka) (Indigenous) / Tur Dal (Split Husked-Imported) / Lentil locally known as Canadian Lentil (Split-Husked & Laired No.2) / Lentil locally known as Candian Yellow Lentil (Whole-Husked & Laired No.2). Though the petitioners were declared as L1 for supply of 12,000 MT of Canadian Yellow Lentil, during the price negotiation with all the tenderers, it was found that all the bidding parties were in a position to supply only 53,000 MT of Canadian Yellow Lentil. However, the respondent had suppliers of Tur Dal (Imported) for supply of 60,500 MT. Therefore, they decided to go for Tur Dal (Imported) as per the tendered quantity. As the required quantity of Canadian Yellow Lentil was not met and the required quantity was available only in respect of Tur Dal (Imported), the 3rd respondent has chosen to purchase Tur Dal (Imported) at the tendered quantity. The petitioner in W.P.No.48774 of 2025 has quoted a price of Rs.92,399/- and the petitioner in W.P.No.48777 of 2025 has quoted



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a price of Rs.92,000/- for Tur Dal (Imported). Since the respondents 4 to 8 have quoted the lowest price for the said Dal, viz., Tur Dal (Imported), the 3rd respondent has selected the respondents 4 to 8.

16.It is the contention of the learned Advocate General that, though there is some slight price variation, which is Rs.0.83 per kg, in the normal market conditions, the difference is upto Rs.2/- to 10/-. In order to supply only one Dal in the Public Distribution System, the respondent has decided to purchase only Tur Dal (Imported) at the required quantity. It is his contention that, in Public Distribution System, there cannot be mixing of various pulses which may lead to inconvenience to the Government and there may be criticism and objections, and that is why, the Government and the 3rd respondent have decided only to supply one Dal. In any event, it is his contention that, merely because various varieties of pulses had been purchased in the years 2023 and 2024, the same cannot be a ground to insist the respondent to purchase the lesser quantity of the Dal quoted by the petitioners, namely, Canadian Yellow Lentil. Therefore, according to him, when the tender conditions clearly stipulate that 60,000 MT is a norm, when such quantity is not available in Canadian Yellow Lentil, the respondent has rightly chosen to go for Tur Dal (Imported) where the required quantity is



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very much available. It is his contention that, merely because there is a slight price variation, that cannot be a ground to quash the entire decision of the authorities.

17.The learned Advocate General would further submit that, even the policy of the Government is to supply any one Dal in the Public Distribution System. The latest Government Order in this regard, i.e., G.O.Ms.No.37, Cooperation, Food and Consumer Protection Department, dated 12.05.2025, also states that the policy of the Government is to supply any one Dal, i.e., Tur Dal or Canadian Yellow Lentil. Therefore, when the policy is to supply only one Dal and the tender is also invited for purchase of 60,000 MT of any one Dal, the petitioners cannot insist to purchase their quantity which is not matching the quantity as per the tender conditions. Hence, he would submit that the petitioners cannot seek a direction to give the order for lesser quantity. Hence, he opposed the writ petitions.

18.Mr.A.K.Sriram, learned Senior Counsel appearing for the respondents 4 and 5, would submit that, as per the orders given, they have already supplied 35% of the Dal as per the tender conditions. Therefore, at this stage, the petitioners cannot seek for quashing of the orders nor seek



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any direction.

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19.I have perused the entire materials available on record.

20.The 3rd respondent/Tamil Nadu Civil Supplies Corporation has invited short e-Tender for purchase of 60,000 MT of any one of the Dals, viz., Tur Dal (Split-Husked & Fatka) (Indigenous) / Tur Dal (Split Husked-Imported) / Lentil locally known as Canadian Lentil (Split-Husked & Laired No.2) / Lentil locally known as Candian Yellow Lentil (Whole-Husked & Laired No.2). The preamble of the tender clearly shows that the Tamil Nadu Civil Supplies Corporation has proposed to procure 60,000 MT of any one of the Dals. Though the petitioners have submitted a bid for supply of Lentil locally known as Candian Yellow Lentil (Whole-Husked & Laired No.2) they have originally given the bid only for supply of 12,000 MT for a price of Rs.86,983/- per MT. The petitioners were declared as L1 after opening the tender bids. Thereafter, the price negotiation meeting was held on 01.12.2025, wherein, the petitioners have quoted a sum of Rs.84,000/- per MT for supply of 13,000 MT and 12,000 MT of Canadian Yellow Lentil respectively, as against Rs.84,830/- for supply of Tur Dal (Split-Husked Imported) by other bidders. It is relevant to note that the policy of the



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Government is to supply only one Dal at a quantity of 60,000 MT. The petitioner in W.P.No.48777 of 2024 has offered to supply only 12,000 MT and later, by e-mail communication dated 05.12.2025, both the petitioners have agreed to supply 13,000 MT of Canadian Yellow Lentil at the rate of Rs.83,000/- per MT. However, the 3rd respondent has decided to purchase only Tur Dal (Imported), finding that, even all the bidders were able to supply only 53,000 MT of Canadian Yellow Lentil in total and still, there was a shortfall of 7,000 MT. However, Tur Dal (Imported) was very much available at a quantity of 60,500 MT. Therefore, they have decided to go for one Dal, i.e., Tur Dal (Imported) for supply of 60,000 MT as per the tender conditions.

21.It is relevant to note that, right from the year 2007, the Government has taken policy decision to supply only one Dal, i.e., Tur Dal or Canadian Yellow Lentil. Even the latest Government Order in G.O.Ms.No.37, Cooperation, Food and Consumer Protection Department, dated 12.05.2025, this policy has been continued. Therefore, when the very policy of the Government is to supply only one Dal as mentioned in the tender notification, the 3rd respondent has rightly chosen to purchase one Dal as per the policy of the Government, i.e., Tur Dal (Imported) which has met



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the required tendered quantity of 60,000 MT, despite the petitioners having offered a lesser price for another variety of Dal, i.e., Canadian Yellow Lentil which has not matched the required tendered quantity of 60,000 MT.

22. Though much emphasis has been made with regard to price variation, it is clearly stated by the respondents that there is only a slight difference of Rs.0.83 per kg. The e-Tender is to supply the pulses for three months. Though there is some difference in the price, the fact remains that the policy of the Government is to supply any one Dal. As the quantity of the Canadian Yellow Lentil has not met the tendered quantity even when supplied by all the tenderers, the 3rd respondent has decided to purchase Tur Dal. Therefore, when the authorities have decided to go for one Dal as per the policy of the Government and as per the tender conditions, price variation is bound to occur. Therefore, merely because there is some price variation between Tur Dal and Canadian Yellow Lentil, it cannot be said that only the lesser quantity of the Dal offered by the petitioners should have been considered. In a tender process, the conditions of the tender document have to be followed strictly. Though in the earlier years 2023 and 2024, various Dals have been purchased and supply has been effected, the same cannot be now insisted. What is relevant to see is whether any tender



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condition has been violated or not. Merely because, on the basis of some Minutes and Resolution, various Dals have been purchased earlier, that cannot be taken as a precedent to insist that only the petitioners' quantity should be purchased. The petitioners are in a position to supply only 13,000 MT of Canadian Yellow Lentil, each. Further, the petitioners and other tenderers are in a position to supply only 53,000 MT of Canadian Yellow Lentil. Still, there is a shortfall of 7,000 MT as against the tendered quantity of 60,000 MT. Such being the position, this Court is of the view that, in Public Distribution System, even if the petitioners' contention is accepted and variety of pulses are purchased and supplied, that will lead to some inconvenience to the Government and may lead to criticism and allegations also. This aspect also cannot be ruled out. Therefore, merely because such a practice has been adopted on earlier occasions, that cannot be a ground to hold that the same policy should be followed in every tender. When the policy of the Government is to supply any one Dal, when the particular Dal offered by the petitioners is not matching the required quantity, obviously, the authorities have to go for the other Dal to match the required quantity. When the tender document itself clearly stipulates the required quantity as 60,000 MT, when the petitioners and the others bidders are not in a position to supply Canadian Yellow Lentil to such quantity, the 3rd respondent has



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rightly chosen to go for the other Dal, i.e, Tur Dal (Imported), which meets the tendered quantity as per the lowest rate quoted by the other bidders, and the same cannot be found at fault, nor can it be said that the entire tender process has to be set aside, just because the petitioners have offered a lower price for another variety of Dal which in fact has not even met the tendered quantity. It is relevant to note that, in Tur Dal, the petitioners have quoted a rate of Rs.92,399/- and Rs.92,000/- respectively, which is higher than the rates quoted by other bidders. Therefore, as a matter of right, the petitioners cannot insist the authorities to purchase only their product which has not met the tender criteria. Hence, I do not find any merit in these writ petitions.

23. Accordingly, these writ petitions are dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

19.12.2025

mkn

Internet : Yes

Index : Yes / No

Speaking order : Yes / No

Neutral Citation : Yes



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To
WEB COPY

- 1.The Secretary to Government,
Government of Tamil Nadu,
Cooperation, Food and Consumer Protection Department,
St.George Fort, Chennai.
- 2.The Director,
Civil Supplies and Consumer Protection Department,
Ezhilagam, Chepauk,
Chennai – 600 005.
- 3.The Managing Director,
Tamil Nadu Civil Supplies Corporation,
Having office at Chennai Metro Rail Ltd. (CMRL)
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N. SATHISH KUMAR, J.

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19.12.2025