



W.P(MD)No.12487 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 18.06.2025

CORAM

**THE HONOURABLE MR.JUSTICE C.SARAVANAN**

W.P(MD)No.12487 of 2025

and

W.M.P(MD)No.9099 of 2025

M.Elangovan

... Petitioner

**Vs.**

Tiruchirapalli Division - Commercial,  
Southern Railway Rep by its  
Chief Commercial Inspector (Parking)  
Office of the Divisional Commercial Manager,  
Tiruchirapalli - 620 001

...Respondent

**Prayer:** Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, call for records impugned public notice No.T/C.300/CPS/TJ-I entry dated 21.04.2025 on the file of the respondent and quash the same in respect of combined parking stand at Thanjavur Railway station I entry and consequently direct the respondent hand over the combined parking stand at Thanjavur Railway Station I entry to the petitioner within time frame to be fixed by this court.

For Petitioner : Mr.S.Kumar

For Respondent : Mr.K.Govindarajan  
Deputy Solicitor General of India



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## **ORDER**

The petitioner has challenged the impugned advertisement/public notice, dated 21.04.2025 calling for bids for awarding contract for parking lot, which was earlier given to the petitioner for the period between 16.07.2022 and 31.07.2027.

2. As per the contract signed between the petitioner and the respondent pursuant to the tender quoted by the respondent earlier in the year 2022, the petitioner was required to pay the licence fee in advance on every quarter with tax. Somewhere, midway in the year 2024, the respondent wanted to carry out some constructions and therefore, requested the petitioner to run the parking area in the alternative site, which was not acceptable to the petitioner. Later, the petitioner was allotted a smaller coverage area of 1500 square feet, which he had also accepted. However, he was unable to break even. Therefore, he decided to surrender the land on 24.04.2024.

3. It is the case of the petitioner that the previous contract signed for the period between 16.07.2022 and 31.07.2027 has not been terminated or has not come to an end. Therefore, the impugned public notice proposing to auction



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the area, which was contracted with the petitioner for the aforesaid period is illegal. That apart, it is submitted that during the pendency of the present writ petition, on 09.05.2025, the respondent handed over the site to one Venkatesan. It is submitted that there was no basis for conducting re-auction in the light of the subsistence of the earlier contract signed with the petitioner for the period between 16.07.2022 and 31.07.2027.

4. On the other hand, the learned Deputy Solicitor General of India for the respondent submits that the petitioner was aware of the termination of the contract. In any event, it is submitted that the petitioner had earlier approached this Court in W.P(MD)No.10839 of 2025, wherein, he challenged the tender notification, dated 04.04.2025. The said writ petition was dismissed as infructuous in the light of the cancellation of the tender. The learned Deputy Solicitor General of India for the respondent submits that the petitioner was aware of the termination of the contract, as it is evident from the petitioner's letter dated 14.06.2024. Therefore, it is not open to the petitioner to turn around and say that the earlier contract signed between the petitioner and the respondent for the period between 16.07.2022 and 31.07.2027 was subsisting. That apart, the learned Deputy Solicitor General of India for the respondent submits that a disputed resolution mechanism has

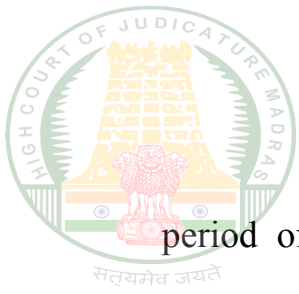


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been prescribed under Clauses 63 and 64 of the Indian Railways Standard General conditions of Contract. It is submitted that the petitioner to approach for conciliation only. If there is a failure during the conciliation proceedings can be referred to arbitration in terms of Clause 64 of Indian Railways Standard General conditions of Contract.

5. Having considered the arguments advanced by the learned counsel for the petitioner and the learned Deputy Solicitor General of India for the respondent, I am of the view that the present writ petition has been filed to scuttle the tender proceedings initiated pursuant to the public notice, dated 21.04.2025. Therefore, it cannot be countenanced particularly in the light of the letter dated 14.06.2024. At best, the petitioner can ask compensation under the terms and conditions of the contract pursuant to which tender was awarded to the petitioner for the period between 16.07.2022 and 31.07.2027.

6. Since an alternate mechanism is prescribed for the resolution of dispute, there shall be a direction to the respondent to call the petitioner for conciliation and genuine efforts shall be made for resolution of the dispute through conciliation. The petitioner shall file applications in terms of Clause 63 of the Indian Railways Standard General conditions of Contract within a



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period of 15 days from the date of receipt of a copy of this order. The respondent shall thereafter proceed to call the petitioner for conciliation. The initiation of this writ petition or the pendency of conciliation proceedings or this order shall not be construed as a bar on the petitioner from participating in the new tender.

7. The writ petition stands disposed of. No costs. Consequently, the connected miscellaneous petition is closed.

**18.06.2025**

NCC : Yes / No  
Index : Yes / No  
Internet : Yes / No  
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**To**

Tiruchirapalli Division - Commercial,  
Southern Railway Rep by its  
Chief Commercial Inspector (Parking)  
Office of the Divisional Commercial Manager,  
Tiruchirappalli - 620 001



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**C.SARAVANAN, J.**

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