



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 16.07.2025

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CORAM:

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

W.P(MD)No.17374 of 2025

N. Murugan

...Petitioner

Vs.

1.The Managing Director,
Tamil Nadu State Marketing Corporation Limited,
[TASMAC], CMDA Tower-II, 4th Floor,
Gandhi Irwin Bridge Road,
Egmore, Chennai.

2. The Regional Zonal Manager,
TASMAC, No.100, Anna Nagar,
Madurai.

3. The District Manager,
Tamil Nadu State Marketing Corporation Limited,
[TASMAC], Madurai North,
Madurai District.

...Respondents

PRAYER : Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus calling for the records of the impugned order passed by the 3rd respondent vide proceedings dated 17.05.2025 and consequently issue direction to the 3rd respondent to refund the EMD amount paid by the petitioner.

For Petitioner : Mr.R.Prem Kumar

For Respondents : Mr.H.Arumugam,
Standing Counsel



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ORDER

The present Writ Petition has been filed for the issuance of a Writ of Certiorarified Mandamus to quash the impugned order passed by the 3rd respondent vide proceedings dated 17.05.2025 and consequently issue direction to the 3rd respondent to refund the EMD amount paid by the petitioner.

2. The learned counsel appearing for the petitioner submitted that the petitioner is the exclusive bidder for TASMACH eatables in Shop No. 5201. However, there was a dispute with the landlord. It is seen from the revenue records that the said land belongs to Arulmigu Meenakshi Sundareswarar Temple. Therefore, W.P.(MD) No.14004 of 2025 was filed. In the said writ petition, the Hon'ble Division Bench of this Court granted an interim order, wherein it was stated that no further encumbrance shall be created by the respondents.

3. In view of the interim order, the petitioner did not proceed further to obtain the No Objection Certificate (NOC) from the landlord. Therefore, the petitioner could not pay the requisite amount.



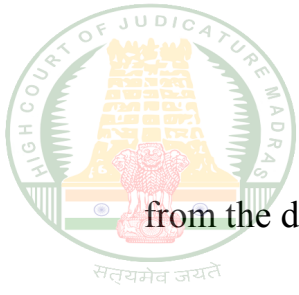
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4. However, the respondents relied on Clause 6 of the terms and conditions of the TASMACH shop tender, which pertains to the security deposit, wherein it was stated that any deviation from the rules and regulations of the tender process would lead to forfeiture of the Earnest Money Deposit (EMD).

5. After hearing the rival submissions, it is seen that the interim order was passed on 08.05.2025, wherein the Hon'ble Division Bench of this Court directed the respondents not to create any encumbrance. Moreover, the tender was also scheduled for 08.05.2025, and the interim order was passed on the same day.

6. Therefore, if the petitioner had proceeded with the payment, it would have created further complications. In light of the interim order passed by the Hon'ble Division Bench, the petitioner was justified in not paying the security deposit even for the first month. Hence, it cannot be treated as a violation of the rules and regulations of the tender. Accordingly, the petitioner is entitled to a refund of the EMD amount.

7. Accordingly, this Writ Petition is allowed. The respondents are directed to refund the EMD amount of Rs.1 Lakh within a period of four weeks

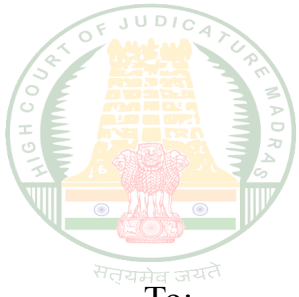


from the date of receipt of a copy of the order. There shall be no order as to costs.

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16.07.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes
KSA



To:

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S.SRIMATHY, J.

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**ORDER MADE IN
W.P(MD)No.17374 of 2025**

DATED : 16.07.2025