



WP(MD)No.24109 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON : 08.09.2025

DELIVERED ON : 21.11.2025

CORAM:

THE HONOURABLE MR.JUSTICE **B.PUGALENDHI**

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Amutha

: Petitioner

Vs.

1.The Commissioner,
Aavin Head Office,
TCMPT Limited,
Pasumbon Muthuramalinganar Road,
Nanthanam, Chennai.

2.The General Manager,
Tiruchirappalli District Cooperative
Milk Producers Union Limited,
Pudukottai Road,
Kottapattu, Trichy.

3.Devan

4.Sekar

5.Saranya

: Respondents



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PRAYER: Petition filed under Article 226 of the Constitution of India seeking issuance of a Writ of Mandamus directing the respondents 1 & 2 to conduct enquiry and take necessary action against the respondents 3 to 5 in respect of the illegality occurred in the Agro Waste Fire Briquettes Tender, by considering the petitioner's representation dated 18.07.2025.

For Petitioner : Mr.D.S.Haroon Rasheed

For Respondents: Mr.J.Devasenana
for R.2

ORDER

The petitioner has filed this writ petition seeking a direction to the respondents 1 & 2 to conduct an enquiry and take appropriate action against the respondents 3 to 5 with regard to the alleged illegality in the Agro Waste Fire Briquettes Tender, by considering her representation dated 18.07.2025.

2.According to the petitioner, she is the proprietor of “A.R. Fire Briquettes”. The second respondent issued an E-tender notification for supply of Agro Waste Fire Briquettes for the period 2024–26, under which



the petitioner claims to have been selected as L1 for supply of 1260 MT over two years. According to her, prior to execution of a tender agreement and even before issuance of a formal work order, the respondents 3 to 5 instructed her to supply 10 MT of briquettes on an emergent basis, which was complied with. Subsequently, another order for 30 MT was placed and the petitioner supplied the same under P.O.No.203/Pur/2024-25. Yet again, on 03.01.2025, another purchase order was issued for 30 MT.

3.The petitioner contends that though supplies were made as per the requirement, no formal acceptance letter, no authorisation to remit security deposit, and no agreement as mandated under Clause 20(a) of the tender conditions were issued. Whenever the petitioner demanded a formal work order, the respondents 3 to 5 allegedly gave evasive replies. Therefore, the petitioner replied by e-mail stating that no further supply could be made without clarity regarding the main tender.

4.The grievance of the petitioner is that supplies made during non-season resulted in financial loss due to fluctuating market prices. Therefore,



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she made a representation dated 18.07.2025 seeking enquiry against the respondents 3 to 5. Alleging that no action was taken thereon, she has filed the present writ petition.

5.Learned Counsel for the second respondent deny the allegation that 10 MT was supplied without any purchase order. They submit that the milk co-operative purchases materials through the NCDFI (National Co-operative Dairy Federation of India) online e-Market platform and that the petitioner has earlier supplied through this platform, with proper purchase orders and full payment was made through the NCDFI mechanism itself. It is further submitted that the purchase order dated 03.01.2025 for 30 MT was duly issued but the petitioner declined to supply under the said order.

6.The respondents also submit that the tender for 1260 MT was cancelled upon examination of the bids, as both L1 (the petitioner) and L2 were found to be from the same family, amounting to collusive bidding to eliminate competition. The cancellation was based on the recommendation of the tender committee dated 25.08.2025.



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7.This Court has considered the rival submissions made on either side and perused the materials placed on record.

8.The primary contention of the petitioner is that though she was selected as L1 in the E-tender for the 2024-26 period, supplies were made without any formal agreement or security deposit as mandated under the tender conditions.

9.The tender documents relating to Tender No.6570/Pur/2024-26 show that the documents were available between 14.08.2024 and 02.09.2024; the technical bid was opened on 05.09.2024 and the commercial bid on 13.09.2024. However, it is unclear from the record whether the mandatory agreement under Clause 20(a) was ever executed or whether the petitioner tendered the required security deposit. Even the tender cancellation proceedings do not reveal whether any agreement was entered into prior to cancellation.



10.The materials on record reveal that the petitioner had supplied fire briquettes on 22.11.2024, however, through the NCDFI platform. But, the purchase order dated 03.01.2025 refers to supply under the tender for the 2024-26 period. The communication of the petitioner refusing to supply for the purchase order dated 03.01.2025 without clarity on the main tender also forms part of the records. Even the notice dated 11.03.2025 in Na.Ka.No. 6570/Pur/2024-25 similarly refers to the purchase order dated 03.01.2025 having been placed under the tender.

11.If, as indicated in these documents, the order dated 03.01.2025 was placed under the tender terms, then failure to execute the mandatory agreement and failure to enable the petitioner to remit the security deposit would amount to violation of the tender conditions on the part of the respondent Co-operative Union. This aspect requires a detailed factual enquiry.

12.Accordingly, the first respondent is directed to consider the petitioner's representation dated 18.07.2025, conduct an enquiry into the



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alleged irregularities, particularly with respect to non-execution of the tender agreement and issuance of orders contrary to the tender conditions, and take appropriate action if any irregularities are found. The exercise shall be completed within twelve weeks from the date of receipt of a copy of this order.

13. Insofar as the cancellation of the tender on the ground of alleged collusive bidding is concerned, it is always open to the petitioner to challenge such cancellation in the manner known to law, if so advised.

With the above observations and directions, this writ petition stands disposed of. No costs.

Internet : Yes
gk

21.11.2025

To

1. The Commissioner,
Aavin Head Office,
TCMPT Limited,
Pasumbon Muthuramalinganar Road,
Nanthanam, Chennai.



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B.PUGALENDHI, J.

gk

2.The General Manager,
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