



W.P.(MD)No.31219 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 25.11.2025

CORAM:

THE HON'BLE MS.JUSTICE P.T.ASHA

W.P.(MD).No.31219 of 2025

and

W.M.P(MD)Nos.24442 and 24444 of 2025

M/s.Sri Paulthai Lorry Booking Office
Prop.G.Jeyasingh

... Petitioner

Vs.

1. The General Manager,
Food Corporation of India,
Regional Office (TN),
No.8,
Mayor Sathaymoorthy Road,
Chetpet,
Chennai - 600031.

2. The Divisional Manager,
Food Corporation of India,
3rd Mile, Tuticorin - 628003

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus calling for the records pertaining to the impugned order vide No.RO.TN-24.0011.0(14.0)/11/2023-CONT-RO TN dated 24.10.2025 issued by the 1st respondent and quash the same and consequently direct the respondents to reimburse the encashed bank guarantee amount and release the other deposits totalling Rs.80,29,775/- along with applicable interest and pass such other or further orders as this Honble Court may deem fit and proper in the circumstances of this case and thus render justice.



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For Petitioner : Mr.Niranjan S.Kumar

For Respondents : Mr.M.Kumar
Panel Counsel

ORDER

The above writ petition has been filed for the following relief:-

“Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus calling for the records pertaining to the impugned order vide No.RO.TN-24.0011.0(14.0)/11/2023-CONT-RO TN dated 24.10.2025 issued by the 1st respondent and quash the same and consequently direct the respondents to reimburse the encashed bank guarantee amount and release the other deposits totalling Rs.80,29,775/- along with applicable interest and pass such other or further orders as this Honble Court may deem fit and proper in the circumstances of this case and thus render justice .”

2. The brief facts as set out in the affidavit filed in support of the writ petition are as follows:-

The petitioner, who is the sole proprietor of M/s. Sri Paulthai Lorry Booking Office, is an established transport contractor with over three decades of service with various Government Departments and Public Sector Undertakings. He was awarded the Handling and Transport



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Contract by the respondent corporation for a period from 30.11.2022 to 29.11.2024. During the said contract, nearly 300 labourers had worked and only a few labourers, ranging between 7 to 11, were paid wages in cash for four months commencing from August 2024 to November 2024. This deviation was only on account of the fact that these labourers had faced certain banking issues. The decision to pay cash to these labourers was taken by the Manager of the petitioner concern without consulting the proprietor of the petitioner concern. Immediately, on coming to know about the same, she was terminated from service, departmental action was initiated, and a police complaint was also lodged.

3. The petitioner would submit that despite the fact that the change in mode of payment had been taken without the petitioner's knowledge and there has been no financial loss to the respondent corporation, the 1st respondent, without granting a personal hearing or considering the detailed explanation of the petitioner, had proceeded to pass the impugned order dated 24.10.2025, blacklisting the petitioner for 3 years and encashing the bank guarantee of Rs.48,50,000/- and forfeiting the security deposit of Rs.24,25,000/-. In all, a sum of Rs.80,29,775/- has been



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forfeited by the respondents against the alleged discrepancies of nearly a sum of Rs.1,31,389/-. Aggrieved by this arbitrary action, the petitioner is before this Court.

4. Heard the learned counsel on either side.

5. It is not in dispute that out of 300 labourers, only 7 to 11 of them have been paid the monthly wages by cash, and that too only for four months from August 2024 to November 2024. This deviation in the payment has been done by an employee of the petitioner concern, against whom action has been initiated as soon as the same has been brought to the notice of the proprietor of the petitioner concern. The workmen who are alleged to have received the wages in cash have not preferred any complaint to the respondents stating that they have been denied their monthly wages. However, the respondents, who had been given the explanation by the petitioner dated 05.09.2025 and 04.10.2025, were not willing to accept the said explanation. The allegations is that the payments have been made in cash, G-pay transaction slip, which was done for Rs.1, has been manipulated as if it was done for the entire wage.



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6. This is a serious allegation as it amounts to manipulating the records. However, through the impugned order, the respondents have also proceeded to blacklist the petitioner. This drastic step has been taken without affording a personal hearing to the petitioner.

7. Therefore, the writ petition is partly allowed. The impugned order in so far as it relates to blacklisting is set aside and the matter is remitted back to the concerned party for fresh consideration. The respondents are directed to issue a fresh notice to the petitioner and fix the date of enquiry, after hearing the petitioner and perusing the records submitted by him, and thereafter pass a speaking order, within a period of four (4) weeks from the date of receipt of a copy of this order. No costs. Consequently, connected miscellaneous petitions are closed.

25.11.2025

NCC :yes/No
Index :yes/No
Internet:yes/No
rgm



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P.T.ASHA, J.

rgm

To

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