



WEB COPY

WP No. 2048 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-02-2026

CORAM

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

WP No. 2048 of 2025

AND

WMP NO. 2392 OF 2025

Integrated Service Point Pvt. Ltd.
Rep by the Director K. Ramnath Apparao
No. 6C, Gaiety Palace,
Door No 1/L, Blackers Road
Chennai - 600 002.

..Petitioner(s)

Vs

Tamil Nadu Civil Supplies Corporation
Rep. by the Managing Director
TNSCS Head Office
CMRL Office Campus
Poonamallee High Road
Koyambedu, Chennai 600 107.

..Respondent(s)

PRAYER : Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, calling for the records in Proc. No BS6 / 028829 / 2024 (2) dated 06.11.2024 and the connected proceedings issued by the respondent therein and quash the same.

For Petitioner(s):

Mr.Manuraj

For Respondent(s):

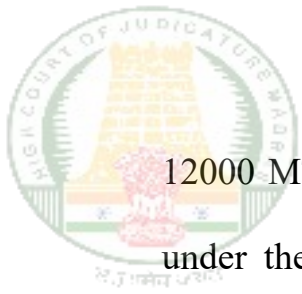
Mr.M.K.Kabir, Senior Counsel
for Mr.C.Selvaraj



ORDER

The writ petition has been filed seeking to quash the proceedings of the respondent in Proc.No.BS6 / 028829 / 2024 (2) dated 06.11.2024.

2. The brief facts of the case is that the respondent had floated a tender for “Purchase of 60,000 metric tones of any one of Dal” on 23.08.2024, in which the petitioner was selected, and was required to supply 12000 MT in three spells for the month of October, November and December 2024 at the negotiated rate of Rs.1,31,000/- per MT. The petitioner was provided with a Confirmation Letter dated 16.09.2024, in which the respondent had revised the quantities and directed the petitioner to supply 4700 MT, 4700 MT and 2600 MT on 16.10.2024, 16.11.2024 and 16.12.2024 respectively instead of apportioning the supply to 4000 MT in each spell. The petitioner had also signed the Agreement on 24.09.2024 in and by which, it agreed to supply the ordered quantity of 4700 MT for the month of October 2024. However, the petitioner could not meet out the requirements as agreed, owing to the delay in shipment. This had resulted in issuance of two show cause notices on 07.10.2024 and 14.10.2024 respectively by the respondent, reiterating Clause 20(e) of the tender conditions. The petitioner had also submitted his explanation on 18.10.2024 detailing the reasons for the delay. In the meantime, the respondent had floated a new tender on 17.10.2024 calling for” Purchase of



12000 MT of any of Dal” for the quantity already allotted to certain suppliers under the earlier tender dated 23.08.2024. Despite the petitioner assuring to supply the agreed quantity of produce within the stipulated time, the respondent without hearing to it, had proceeded to issue the impugned proceeding dated 06.11.2024 cancelling the unsupplied quantity of 3454.727 MT and had insisted the petitioner to pay the differential cost of INR 2,60,48,643/-. Aggrieved by the same, the petitioner is before this Court.

3. Heard Mr.Manuraj, learned counsel appearing for the petitioner and Mr.M.K.Kabir, learned Senior Counsel assisted by Mr.C.Selvaraj for the respondent.

4. The learned counsel appearing for the petitioner on instructions, has consented to appoint an Arbitrator to resolve the dispute between the petitioner and the respondent. The learned counsel appearing for the respondent has no objection in Court appointing an Arbitrator. Both the parties have agreed to appoint Hon’ble Mr. Justice K.N.Basha (Retd.), a Former Judge of Madras High Court, as Arbitrator.

5. In the light of the mutual consent offered by both parties, this Court does not wish to traverse into the merits of the case. Accordingly, the writ



petition is disposed of with the following directions :

i) Justice.K.N.Basha (Retd), Former Judge of Madras High Court,

Residence Address at Flat No.F-1 “STAR”, No.25/1, Dr.Ambedkar Road, (Old ICF Link Road), North Thirumalai Nagar, Villivakkam, Chennai – 600 049; Ph.No.: (044)26171147; Mobile No.94444-54545; email ID: justiceknbasha@yahoo.com is appointed as the Arbitrator to enter upon reference and adjudicate the disputes inter se the parties.

ii) The learned Arbitrator,may after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the order. It is open to the respondent to raise all legal objections as to the validity of the contract.

iii) The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses as per law.

iv) The proceedings may be conducted under the aegis of the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules.

No costs. Consequently, connected miscellaneous petitions is closed.

16-02-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

DS



To:

1. The Managing Director
Tamil Nadu Civil Supplies Corporation
TNSCS Head Office
CMRL Office Campus
Poonamallee High Road
Koyambedu, Chennai 600 107.
2. The Hon'ble Mr.Justice K.N.Basha (Retd.,)
Former Judge of Madras High Court,
Flat No.F-1 "STAR", No.25/1,
Dr.Ambedkar Road, (Old ICF Link Road)
North Thirumalai Nagar,
Villivakkam, Chennai – 600 049.



WEB COPY

WP No. 2048 of 2



P.T.ASHA J.

DS

WP No. 2048 of 2025
AND
WMP NO. 2392 OF 2025

16-02-2026