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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.03.2026

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THE HON'BLE MR JUSTICE M.DHANDAPANI

WP Nos. 9789, 9791, 9796, 9799 & 9800 of 2026

A.Senthil (Proprietor),
M/s.S.L.Transport,
No.102, Wall Tax Road,
Chennai-600 003.

..Petitioner(s)
(In all W.P.Nos)

Vs

1.The Chairman, Railway Board,
Rail Bhawan, Raisina Road,
Rafi Marg,
Delhi-110001.

2. The divisional Railway Manager (DRM)/MAS,
Southern Railway,
Wall Tax road,
Chennai-600 003.

3.The Southern Divisional Commercial Manager
(Sr.DCM)
Southern Railway, Chennai Division,
Chennai-600 003.

..Respondent(s)
(In all W.P.Nos)

Prayer in W.P.No.9789 of 2026 : Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to consider the petitioner's representation dated 27.01.2026 in the light of the Contract Cancellation Certificate issued by the 3rd respondent and consequently refund the EMD/Security Deposit amount of Rs.3,75,950/- relating to Contract No.SLR-F1-MAS-LTT-23-3 dated 08.11.2023 within a time frame to be fixed by this Hon'ble Court.



Prayer in W.P.No.9791 of 2026 : Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to consider and dispose of the Petitioner's representation dated 27.01.2026 and consequently pass appropriate orders in respect of refund/release of the Security Deposit/EMD amount of Rs.66,385/- relating to Contract No.MAS-F1-22826-SHM dated 17.03.2023, within a time frame to be fixed by this Hon'ble Court.

Prayer in W.P.No.9796 of 2026 : Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to consider and dispose of the Petitioner's representation dated 27.01.2026 and consequently pass appropriate orders in respect of refund/release of the forfeited EMD/Security Deposit amount of Rs.9,81,850/- relating to Contract No.12621-F1-MAS-NDLS-2024 dated 18.09.2024, within a time frame to be fixed by this Hon'ble Court.

Prayer in W.P.No.9799 of 2026 : Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to consider and dispose of the Petitioner's representation dated 27.01.2026 and consequently pass appropriate orders in respect of refund/release of the forfeited EMD/Security Deposit amount of Rs.2,24,658/- relating to Contract No.22158-F1-MS-CSMT-2025 dated 10.02.2025, within a time frame to be fixed by this Hon'ble Court.

Prayer in W.P.No.9800 of 2026 : Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to consider and dispose of the Petitioner's representation dated 27.01.2026 and consequently pass appropriate orders in respect of refund/release of the forfeited EMD amount of Rs.13,77,875/- relating to IREPS e-Auction dated 28.03.2025 (Catalogue No.SLR-PARCEL-25-Lot No.12840-SLR-R1-MAS-HWH-25-1 – Train No.12840 MAS-HWH), within a time frame to be fixed by this Hon'ble Court.

In all W.Ps

For Petitioner(s):	Mr.Manoj Kumar
For Respondent(s):	Mr.C.Samivel



COMMON ORDER

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In view of the commonality of the issue involved, this Court is inclined to consider and decide all these Writ Petitions by way of this common order.

2. The above Writ Petitions have been filed seeking a direction respondent to consider the representations dated 27.01.2026 with regard to refund of security deposits relating to respective contracts.

3. The petitioner has been engaged in transport operations under the lease contracts awarded by the Railway Administration. He was awarded with respective lease contracts in the IREPS e-Auction conducted by the Southern Railway during the relevant periods. As per the tender conditions, the petitioner had deposited the respective amounts. It is the grievance of the petitioner that, even after the expiry of the contract period, till date, the respondents have not refunded the security deposits made by him. Therefore, the petitioner submitted the respective representations dated 27.01.2026 seeking refund of such security deposits. However, the said representations have not been considered till date and therefore, in order to espouse the said cause, the present Writ Petitions have been filed.



4. Learned counsel appearing for the petitioners submitted that, as per clause 17 of the conditions of contract, a contractor is permitted to terminate the contract during the subsistence of the contract period by giving 30 days' notice after completion of minimum contractual period of three months. Accordingly, the petitioner, by invoking the said clause, had submitted the withdrawal notice and continued operations till the completion of the notice period and hence, there is no default on the part of the petitioner of any of the contract conditions, and therefore, he is entitled to refund of security deposits. However, the respondents have not refunded the security deposits which is not sustainable and accordingly, he prayed for appropriate orders.

5. On the above contention, this Court heard the learned counsel appearing for the respondents who has no objections to the said order being passed.

6. In view of the limited relief sought for in these Writ Petitions, this Court, without expressing any opinion on the merits of the case, directs the respondents to consider the petitioner's representation dated 27.01.2026 and pass appropriate orders on the same on merits and in accordance with law within a period of four (4) weeks from the date of receipt of a copy of this order, after affording an opportunity of hearing to the petitioner and any other interested parties.



7. With the above direction, these Writ Petitions are disposed of. There shall be no order as to costs.

13.03.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

NHS

To

1.The Chairman, Railway Board,
Rail Bhawan, Raisina Road,
Rafi Marg,
Delhi-110001.

2. The Divisional Railway Manager (DRM)/MAS,
Southern Railway,
Wall Tax road,
Chennai-600 003.

3.The Southern Divisional Commercial Manager (Sr.DCM)
Southern Railway, Chennai Division,
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WP Nos. 9789, 9791, 9796, 9799 & 9800 of 2



M.DHANDAPANI, J.

NHS

**WP Nos. 9789, 9791, 9796, 9799
& 9800 of 2026**

13-03-2026



W.P.Nos.9789, 9791,9796, 9799, 9800 of 2026

M.DHANDAPANI, J

Today, the matter is listed under the caption “for being mentioned”.

2. Learned counsel appearing for the petitioner submits that though five Writ Petitions have been in which, in few of the cases, the contract period has expired and in some cases, the petitioner has withdrawn from the contract and in some cases, the respondents have cancelled the contract, however, in para 3 & 4 of the order dated 13.03.2026, the averments and the submissions pertains to a single case and therefore, he prays that necessary corrections may be made to para 3 & 4, so that it exhibits the details of other cases as well.

3. Learned counsel appearing for the respondents has no serious objections.

4. This Court has perused the order dated 13.03.2026 and finds that there is a material error in the averments as pointed above. Accordingly, para 3 & 4 of the order dated 13.03.2026 shall stand replaced as under:-

“ 3. The petitioner has been engaged in transport operations under the lease contracts awarded by the Railway Administration. He was awarded with respective lease contracts in the IREPS e-Auction conducted by the Southern Railway for the relevant periods. As per the tender conditions, the petitioner had deposited the respective amounts. It is the grievance of the petitioner that, even after the expiry of the contract period/withdrawal from contract/cancellation of contract, till



date, the respondents have not refunded the security deposits made by him. Therefore, the petitioner submitted the respective representations dated 27.01.2026 seeking refund of such security deposits. However, the said representations have not been considered till dated and therefore, in order to espouse the said cause, the present Writ Petitions have been filed.

4. Learned counsel appearing for the petitioner submitted that though the contract period has expired/ he has withdrawn from the contract/ the contract was cancelled however, till date, the security deposit has not been refunded to the petitioner inspite of the fact that there is no default on the part of the petitioner. Therefore, he prays that it would suffice if this Court issues a direction to the respondents to consider the representation of the petitioner and pass appropriate orders for refund of security deposits.”

5. Registry is directed to carry out the above correction and issue fresh order copy to the parties forthwith. Other portions of the order dated 13.03.2026 shall remain intact.

24.04.2026

Index : yes/no

Internet : yes/no

Speaking Order / Non-Speaking Order

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