



WEB COPY



WP No. 11153 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-02-2026

CORAM

THE HON'BLE MR.MANINDRA MOHAN SHRIVASTAVA, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE G.ARUL MURUGAN

W.P No. 11153 of 2025

Samson Prem Doss

S/o. P.Samuel Raj, No.34, 5th Avenue, 3b

Vantage Tower, Besant Nagar, Chennai.

..Petitioner

Vs

1. The Commissioner
Corporation Of Chennai, Ripon Buildings,
Chennai- 03.
2. The Superintending Engineer
Park And Play Field Department, Greater
Chennai Corporation Amma Maligai- 4th
Floor, Chennai.
3. The Executive Engineer
Park And Play Field Department, Greater
Chennai Corporation Amma Maligai- 4th
Floor, Chennai.
4. Besant Nagar Club
Rep By The President, New No.21, Old
No.12 3rd Avenue, Besant Nagar,
Chennai- 91.

..Respondents

Prayer : Writ Petition under Article 226 of the Constitution of India
praying for the issuance of a Writ of Certiorarified Mandamus to call for
the entire records of the 2nd respondent pertaining to the impugned
Letter of Acceptance dated 06.01.2025 and to quash the same as illegal,



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violation of principles of natural Justice, and consequently direct the 1st and 2nd respondents to consider the representation letter dated 06.03.2025 and 07.03.2025.

For Petitioner : Mr. G.Murugendran
For Mr. Nagendra Prasad
For Respondents: Mr. M.Suresh Kumar
Additional Advocate General
Assisted By Ms. Vanitha Joice Rani
For R1 To R3.
Mr. Srinath Sridevan
Senior Counsel, For Mr. B.N.Suchindran For R4.

Order

(Order of the Court was made by The Chief Justice)

Lack of transparency in awarding the maintenance contract has led to filing of this writ petition.

2. According to the petitioner, the private respondent has been granted maintenance contract in a clandestine manner without inviting any applications from the open market, which not only lacked transparency, but is also against the provisions of law as contained in Section 117 of the Tamil Nadu Urban Local Bodies (Second Amendment) Act, 2024.



3. Learned Additional Advocate General appearing for the Corporation submits that the allotment of the club for the purpose of maintenance to the private respondent is a special case. Giving the history of the allotment, he would submit that even though the fourth respondent was termed as an unauthorised occupant, when the matter remained pending in the Supreme Court, the fourth respondent offered to pay the entire pending dues and actually paid it. Taking that into consideration, the Corporation thought it appropriate to award maintenance contract to the fourth respondent without entering into the necessity of inviting applications as required under the provisions of Section 117 of the Act.

4. Learned counsel for the fourth respondent would submit that it is not the case where the fourth respondent is entering into a profiteering business by award of maintenance contract for maintenance of recreational area. He would submit that the club consists of the residents of the area, who are beneficiaries of the recreational facility and therefore they are the best persons as compared to any other person to maintain the recreational area which is for their own use and facility. He would submit that in such a situation, the rigour of law as provided in Section 117 would not come into play and it is legally permissible for the



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Corporation to award maintenance contract even without inviting applications. He also submitted that the petitioner himself was a member of the club and thereafter there were many disputes. Therefore, he has an axe to grind against the fourth respondent and, therefore, this petition has been filed, which lacks bonafides.

5. Having heard the learned counsel for the parties and having gone through the records of the case, we find that earlier the fourth respondent was found to be an unauthorised occupant and action was taken against the club. The club suffered an adverse order from this Court. Later on, it appears that the club entered into some kind of settlement with the Corporation. Payment of outstanding dues which were payable cannot be made to do away with the procedural requirement as contemplated under Section 117 of the Act.

6. Award of maintenance contract through open and transparent process serves the public purpose that through competitive bidding best party would be allotted the work for maintaining a public recreational facility owned by the Corporation. If that be the object, we fail to understand as to how the fourth respondent can be treated as a special case for any reason whatsoever, in the absence of any exceptional clause



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contained in the provision of law itself giving any room for the Corporation to ignore the normal procedure for award of maintenance contract.

7. Irrespective of the provision of law, the Corporation being a State under Article 21 is enjoined with public duty to ensure transparent process for grant of maintenance contract. This necessarily requires inviting applications through advertisement. That would only advance the object of getting best persons for maintenance of a public recreational facility. True it is, that the fourth respondent is the club consisting of members who are the actual beneficiaries of the recreational facility for which the maintenance contract was to be awarded, but, that by itself does not justify the action of the Corporation in completely doing away with the legal requirement of law. May be, once applications are invited, in case the fourth respondent also applies, it may claim that it is most suitable for award of maintenance contract, but, in any case, the applications are required to be invited.

8. In the last leg of arguments by the learned counsel for the parties, it also transpired that it is still open for the Corporation to decide as to whether it intends to maintain the recreational facility by itself or to award maintenance contract. We leave it open for the Corporation to



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take a decision in this regard. It is open for the Corporation either to maintain the recreational facility itself or to award maintenance contract in compliance with the provisions of law and rules of transparency.

9. The locus of the petitioner is challenged, may be, on the ground that he was earlier a member and later on he was probably expelled or dismembered. In our view, that by itself, without anything more, does not make the bonafide of the petitioner so doubtful as to ignore the blatant illegalities committed by the Corporation in awarding the maintenance contract to the fourth respondent in utter violation of the provision of law, lacking transparency. It is expected that the Corporation shall take a decision either way as early as possible and ensure that the recreational facility becomes available to the residents of the area.

10. For the reasons stated above, the action of the Corporation is illegal and the impugned order is set aside. The writ petition is allowed. There shall be no order as to costs.

(MANINDRA MOHAN SHRIVASTAVA, C.J.) (G.ARUL MURUGAN J.)

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



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