



W.P.(MD)No.6749 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 07.04.2026

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THE HONOURABLE MR.JUSTICE **HEMANT CHANDANGOUDAR**

W.P.(MD)No.6749 of 2026

N.Nattathy

... Petitioner

vs.

The Managing Director,
Tamil Nadu Warehousing Corporation Limited,
No.82, Anna Salai,
Guindy, Chennai - 600 032.

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, to direct the respondent to amend the E-Tender Notice (Document) inviting for appointment of H&T Contractors for the period 2026-2028, dated 19.02.2026 in accordance with Rule 30(C) of Tamil Nadu Transparency in Tender Rules, 2000, by considering the petitioner's representation, dated 27.02.2026, within the time stipulated by this Court.

For Petitioner :Mr.A.K.Baskarapandiyan
For Respondent :Mr.M.Ajmal Khan
Additional Advocate General
assisted by Mr.C.Gangai Amaran



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ORDER

The petitioner, a Transport Contractor, is before this Court seeking issuance of a writ of mandamus directing the respondent to amend the E-Tender Notice dated 19.02.2026, inviting bids for the contract of handling and transportation of food grains and other notified commodities, along with allied services at the warehouses, as set out in pages 96 to 99 of the tender document, by incorporating 5% reservation for Scheduled Caste / Scheduled Tribe communities, as mandated under proviso (4) to Section 10(2) of the Tamil Nadu Transparency in Tenders Act, 1998 and Rule 30(c) of the Tamil Nadu Transparency in Tender Rules, 2000.

2. The petitioner belongs to the Scheduled Caste community and is eligible and entitled to participate in the tender process for handling and transportation of food grains to warehouses in the State of Tamil Nadu.

3. The respondent issued a tender document dated 19.02.2026 inviting bids for the contract of handling and transportation of food grains and other notified commodities, along with allied services at the

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warehouses, as set out in pages 96 to 99 of the tender document. The contract relates to 62 warehouses situated across the State of Tamil Nadu, and bidders are entitled to participate in the tender process for all or any of the warehouses of their choice.

4. Mr. A.K. Baskara Pandiyan, learned counsel for the petitioner, submitted that the award of contract is divisible and, therefore, 5% of the warehouses under the tender document ought to have been reserved for enterprises belonging to Scheduled Caste / Scheduled Tribe communities. He further submitted that the tender document, having been issued without providing such reservation, is contrary to proviso (4) to Section 10(2) of the Tamil Nadu Transparency in Tenders Act, 1998 and Rule 30(c) of the Tamil Nadu Transparency in Tender Rules, 2000, and is therefore arbitrary and discriminatory. Hence, the respondent is under an obligation to amend the tender document.

5. In response, Mr. M. Ajmal Khan, learned Additional Advocate General appearing for the respondent, submitted that the award of contract is not divisible and, therefore, there is no violation of proviso (4)



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to Section 10(2) of the Act, 1998 and Rule 30(c) of the Rules, 2000. He further submitted that although the tender document invites bids for handling and transportation of food grains to 62 warehouses, the award of contract in respect of each warehouse is not divisible in the manner contended by the petitioner, and only if the work is divisible in respect of a particular warehouse can 5% reservation be provided to enterprises belonging to Scheduled Caste / Scheduled Tribe communities.

6. In support of his submissions, he drew the attention of this Court to the illustration set out in the counter affidavit filed by the respondent. He further submitted that the evaluation of tenders is within the domain of the Tender Inviting Authority and that judicial interference is permissible only if the decision-making process is arbitrary or irrational.

7. In support of his submissions, he relied upon the following judgments of the Hon'ble Supreme Court:

(i) ***Caretel Infotech Limited vs. Hindustan Petroleum Corporation Limited and others [(2019) 14 SCC 81]***; and



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(ii) *Jagdish Mandal vs. State of Orissa and others [(2007) 14*

SCC 517].

8. The submissions of the learned counsel appearing on either side and the materials placed on record have been duly considered.

9. Pursuant to the tender document issued by the respondent, the petitioner submitted her bid for four warehouses, namely Salem, Tirunelveli, Muthoor and Chinna Salem. Though a single tender document has been issued, bids are invited for handling and transportation of food grains and other notified commodities to 62 warehouses across the State of Tamil Nadu, and bidders are required to submit separate bids for each warehouse.

10. Proviso (4) to Section 10(2) of the Tamil Nadu Transparency in Tenders Act, 1998 states that the Tender Accepting Authority shall accept the tender of domestic enterprises owned by Scheduled Caste / Scheduled Tribe communities, even if they are not the lowest bidders, upon satisfaction of the prescribed conditions, to the extent of not exceeding



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five per cent of the total requirement in the procurement, provided such enterprises are willing to match the price of the lowest tender.

11. Rule 30 of the Tamil Nadu Transparency in Tender Rules, 2000 provides that where it is possible to divide the award of tenders among more than one supplier or service provider, the tender document shall indicate that up to twenty-five per cent of the total requirement may be awarded to domestic enterprises, subject to the conditions prescribed therein.

12. A harmonious and conjoint reading of proviso (4) to Section 10(2) of the Act, 1998 and Rule 30(c) of the Rules, 2000 indicates that where the award of contract is divisible, 5% of the total requirement in the tender shall be reserved for enterprises belonging to Scheduled Caste / Scheduled Tribe communities. Therefore, the respondent was mandatorily required to reserve 5% of the contract in favour of such enterprises in respect of the 62 warehouses.



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13. The learned Additional Advocate General contended that the writ petition is not maintainable, as the petitioner has not challenged the tender document itself but has only sought a direction to amend the same by incorporating 5% reservation.

14. Though the prayer is not appropriately worded, this Court, in exercise of its powers under Article 226 of the Constitution of India, can mould the relief to prevent miscarriage of justice and to ensure that the tender document conforms to the statutory provisions. Therefore, the said contention is misconceived.

15. The judgments relied upon by the learned Additional Advocate General pertain to the scope of judicial review in matters concerning the decision-making process of the Tender Inviting Authority and do not deal with cases involving violation of statutory provisions. Hence, the said judgments are distinguishable and not applicable to the facts of the present case.



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16. In the light of the above discussion, this Court is of the considered view that the tender document inviting bids for award of contract, which is divisible in nature, is contrary to proviso (4) to Section 10(2) of the Tamil Nadu Transparency in Tenders Act, 1998 and Rule 30(c) of the Tamil Nadu Transparency in Tender Rules, 2000.

17. It is brought to the notice of this Court that the bids have already been opened but have not yet been evaluated. The petitioner has submitted bids for four warehouses, which constitute approximately 5% of the total procurement. No other enterprise belonging to the Scheduled Caste / Scheduled Tribe communities has challenged the tender document. If the tender document is set aside at this stage, it would adversely affect the transportation of food grains to the warehouses. Therefore, in order to prevent undue hardship to the respondent, it would suffice to direct that, in the event the petitioner is not the lowest bidder, she shall be given an opportunity to match the price of the lowest bidder, and upon such matching, the respondent shall award the contract to the petitioner in accordance with law.



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18. It is made clear that this order is passed in the peculiar facts and circumstances of the case, as no other enterprises belonging to Scheduled Caste / Scheduled Tribe communities have approached this Court challenging the tender document.

19. With the above observations and directions, the writ petition stands disposed of.

20. There shall be no order as to costs.

Index :Yes / No
Internet :Yes / No
NCC :Yes / No

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HEMANT CHANDANGOUDAR, J.

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