



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 22.01.2026

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Coram:

The Honourable Mr.Justice V.LAKSHMINARAYANAN

**W.P.No.1660 of 2026
and W.M.P.Nos.1706 & 1707 of 2026**

M/s.Chendur Infrastructure Private Limited
Rep. by its Director
A.M.Sreenivasan
No.45, D Block, 4th Street,
Anna Nagar East, Chennai – 600 102.

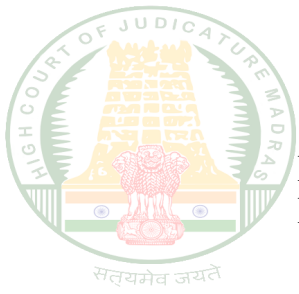
...Petitioner

Versus

- 1.The Commissioner,
Greater Chennai Corporation,
Ripon Building, Chennai – 03.
- 2.The Superintending Engineer,
Bridges Department,
Greater Chennai Corporation,
Ripon Building, Amma Maligai,
EVR Periyarsalai, Chennai – 03.

...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of certiorarified mandamus to call for the records in connection with the impugned tender notification in Br.D.C.No.B3/0079/2022 dated 08.01.2026 published by the 2nd respondent and consequentially direct the 2nd respondent to permit the petitioner to complete the project as per the original tender contract awarded to the petitioner.



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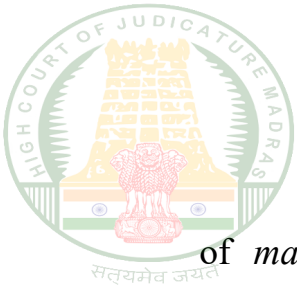
For Petitioner : Mr.Ali Hassan Khan
For Respondents : Mr.M.Suresh Kumar,
Additional Advocate General
Assisted by
Mr.E.C.Ramesh

ORDER

The Petitioner was awarded a tender for construction of high level bridge across the Coovum River at Chinna Nolambur. This bridge is to link the Poonamallee High Road with Union Road. It falls within the Division 143 & 144, Zone – 11 of Greater Chennai Corporation.

2. Though allegations and counter allegations have been made by the Petitioner and the Respondent Corporation for the reasons for delay in execution of work, the point is there has been delay. A public utility work which cannot brook any delay.

3. Mr.M.Suresh Kumar, learned Additional Advocate General appears on behalf of Respondents has produced a Letter of Respondent Corporation stating that Petitioner's Company had agreed to surrender the contract. It is submitted by the learned Additional Advocate General that Respondents have also accepted the request and have called for a new tender, which is the subject matter of challenge in this Writ Petition.

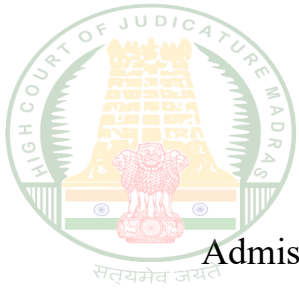


4. A cancellation of contract, unless and until, attacked on the ground of *malafides* or other vitiating circumstances, cannot be a ground of challenge in a Writ Petition. This does not mean that the Respondents need not pay the Petitioner for the work that has already been executed by it.

5. Mr.Ali Hassan Khan, learned counsel for Petitioner urged that whatever work that has been already executed by the Petitioner is, yet again, sought to be farmed out by way of fresh tender. The denial of payment for a work executed by a citizen attracts the provision of Article 23 of the Constitution of India.

6. Both the parties have agreed that the extent of work completed by the Petitioner as on date shall be verified and reported to this Court. They further agreed that the inspection will be conducted today (22.01.2026) and Minutes of Joint Inspection must be drawn up. It should include the Minutes of Spot Inspection. The Inspection Report should be filed before this Court on 23.01.2026.

7. The Petitioner is directed to co-operate with the Respondents at the time of Inspection.



8. List the case on 23.01.2026 under the caption, “Immediately After Admission”.

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22.01.2026

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Index: Yes/No

To

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V.LAKSHMINARAYANAN, J.

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