



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.2088 of 2026
and W.M.P.Nos.2241 & 2245 of 2026**

M/s.V.S.Enterprises,
Rep. by its Proprietor,
S.Sathish,
S/o.Sekar,
Having Office at
No.147, Govindharaj Nagar,
Pattur, Mangadu,
Chennai – 600 122.

...Petitioner

Versus

1.The Principal Chief Conservator of Forest,
Head of the Forest Force,
Guindy – Velacherry Main Road,
Kanigapuram Check Post,
Guindy,
Chennai – 600 032.

2.The Director,
Arignar Anna Zoological Park,
Vandalur,
Chennai – 600 048.

3.The Wildlife Warden,
Chennai Wildlife Division,
Guindy,
Chennai – 600 022.

...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 relating to the impugned e-tender notification dated 09.01.2026 in Tender Reference No.P/3606/2025 issued by the 3rd Respondent and to quash the same, consequently, directing the 3rd Respondent to issue fresh e-tender notification.

For Petitioner : Mr.C.Prabakaran
For Respondents : Dr.T.Seenivasan,
Special Government Pleader

ORDER

The claim of the Petitioner is that the Respondent has called a tender for facility management at the office of 1st Respondent, but, has failed to mention the value for which the tender has been called for. It is their further plea that in Section 1 of the Tender Notification, the Earnest Money Deposit (EMD) value was fixed as Rs.1,31,000/-, whereas, in Section 8 of the Tender Notification, the EMD value was fixed as Rs.1,20,000/-. In addition, the plea is raised stating that the time granted for submitting the offers to the Respondents is in violation of the Rule 20 of the Tamil Nadu Transparency in Tenders Rules, 2000 (hereinafter referred to as “Rules, 2000”).

2. When this matter came up on 21.01.2026, Dr.T.Seenivasan, learned Special Government Pleader reported that the Corrigendum will be issued by the Department correcting the EMD amount as well as the financial information required. Hence, I posted the matter on 22.01.2026 (today).

3. Today, when the matter was taken up, Dr.T.Seenivasan, learned Special Government Pleader has produced the Addendum and Corrigendum



issued by the Tamil Nadu Forest Department, Wildlife Warden, Wildlife Division, Guindy, Chennai – 600 022.

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4. A perusal of the aforesaid Addendum and Corrigendum produced by the learned Special Government Pleader does not disclose the total value of the tender.

5. The learned Special Government Pleader states that the total value of the tender has been mentioned in the publication made by the Department in the newspaper as well as in the State Tender Bulletin. He has produced the publication and contends that the same has been made by the Department in the newspaper as well as in the State Tender Bulletin. He states that this is in compliance with the Tamil Nadu Transparency in Tenders Act, 1998.

6. It becomes necessary to refer to certain provisions of Rules, 2000. While considering the issue in terms of Rule 5(2), the tender will have to be published in the State Tender Bulletin at least once in every week.

7. As per Rule 5(3), the Tender Bulletin Officer shall cause to be published all notices inviting tenders and information of acceptance of tenders received upto 24 hours prior to the actual publication in the State Tender Bulletin.

8. As per Rule 7(1), the Tender Bulletin is required to contain only the information relating to the notice inviting the tenders and the orders accepting the tenders. That by itself, the statute declares, does not in itself



create a legal right or liability. Furthermore, Rule 7(2) makes it clear that the notice inviting tender does not become invalid for the mere fact that it has not been published in the State Tender Bulletin or the District Tender Bulletin, if it has already been published in the newspaper. This shows that publishing the notice inviting tender in the Tender Bulletin is not mandatory.

9. The Chapter IV of Rules, 2000 deals with the *notice inviting tenders and tender documents*. It is this provision which is operative at the time of inviting the tenders. Rule 13(1) makes it mandatory that technical specifications contained in a Tender Document shall include a detailed description of what is proposed to be procured. The categories of procurement is mentioned under Rule 3(1). The nature of tender called for in this case is providing facility management services, which would be covered under Rule 3(1)(ii).

10. The fact that the State Tender Bulletin and the newspaper publication mentioned the value of the tender does not mean that the tender document itself should not disclose the value of the tender. The reason for Rule 13(1) demanding the detailed description is because by the very nature of tender, it is an invitation to offer. Unless and until, the person who is making the offer is aware of the value of the tender, there will not be a *consensus ad idem* and it could give rise to the plea of vagueness. In terms of Section 13 and Section 18(3) of the Indian Contract Act, 1872, if there is a misrepresentation or no *consensus ad idem*, there can be no concluded contract.



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11. Unless and until, the offerer knows what is the value for which he is bidding, he will be, entirely in the dark. The stand of the Department seems to be that since the value of the EMD has been mentioned and therefore, the bidder must necessarily be aware of the total value of the contract. Though this plea seems to be attractive, I should point out that on applying the principles of contract, this cannot stand scrutiny. The alleged tender value in this case is said to be Rs.130.67 Lakhs, the EMD amount that the party is called upon to offer is Rs.1,31,000/-. 1% of Rs.130.67 Lakhs does not correspond to Rs.1,31,000/-. Furthermore, to call upon a bidder to do a reverse engineering and to understand the scope of tender is not contemplated under the Rules, 2000.

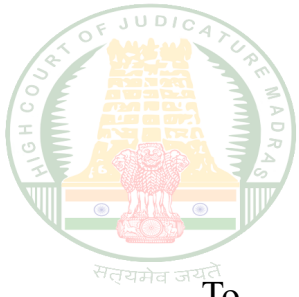
12. The State has brought about this legislation in order to ensure the absence of transparency and arbitrariness. If the basic value of the tender is withheld, it defeats the concept of transparency. This is only a *prima facie* conclusion. The Respondents would necessarily have to file their counter affidavit on this aspect.

13. In the meantime, if the tender is granted, this Writ Petition would be rendered infructuous. Hence, there shall be an order of interim stay as sought for by the Petitioner.

14. List the case after two weeks for filing counter affidavit.

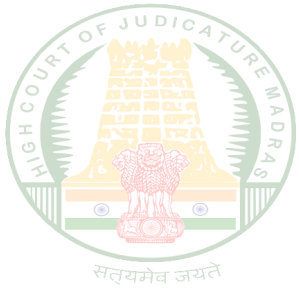
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V.LAKSHMINARAYANAN, J.

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