



W.P(MD)No.9872 of 2026

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 28.07.2026

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.9872 of 2026

and

WMP (MD) Nos.15159, 7807, 7809, 7810 of 2026

Periyakaruppan

... Petitioner(s)

VS.

1. The Managing Director,
Tamil Nadu Adi Dravidar Housing and
Development Corporation Limited
(TAHDCO), Chennai.

2. The Chief Engineer,
Tamil Nadu Adi Dravidar Housing and
Development Corporation Limited
(TAHDCO), Chennai.

3. The Assistant Engineer,
Tamil Nadu Adi Dravidar Housing and
Development Corporation Limited
(TAHDCO), Chennai.

4. The Executive Engineer,
Tamil Nadu Adi Dravidar Housing and
Development Corporation Limited

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WEB C (TAHDCO),

Madurai Division, Madurai.

... Respondent(s)

PRAYER: Writ Petition, filed under Article 226 of the Constitution of India, praying this court to issue a Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned order dated 26.02.2026 passed by the respondent no. 4 vide proceedings in Kaditha No. 79/2025/va.pi and quash the same as illegal and consequently direct the respondents herein to permit the petitioner to continue with the work as per the tender or to settle the amount payable to the petitioner within a stipulated time period.

For Petitioner	: Mr.C.Senthil Murugan
For R1 to R4	: Mr.S.Madhavan

ORDER

The present writ petition has been filed challenging the impugned proceedings dated 26.02.2026 issued by the fourth respondent and for a consequential direction to the respondents to permit the petitioner to continue with the work as per the tender or to settle the amount payable to the petitioner within a stipulated time period.

2.The learned counsel appearing for the petitioner submitted that the fourth respondent invited tenders for the construction of a Village Knowledge



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Centre at A.Kovilpatti Village, Vadipatti Taluk, Madurai District. The estimated value of the work was Rs.57,04,052/-. The petitioner participated in the tender process and emerged as the successful bidder. Consequently, a work order was issued in his favour on 24.03.2025. The parties entered into an agreement on 18.11.2024 and the site was handed over to the petitioner on 24.03.2025. It is the further submission of the learned counsel that, after issuance of the work order, the fourth respondent failed to provide the basic infrastructure, namely, bore well to ensure water supply and electricity service connection required for execution of the work. The fourth respondent addressed a communication dated 27.05.2025 to the Executive Engineer, Ground Water Department, requesting inspection and submission of a feasibility report. Thereafter, only on 07.07.2025, a communication was addressed to the Assistant Engineer, TANGEDCO, seeking temporary electricity service connection for construction purposes. Owing to the delay on the part of the respondents in providing these basic facilities, the petitioner could not commence the work within the stipulated time.

3. The learned counsel further submitted that after the petitioner commenced the construction work, the roof concrete was laid during September



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2025 and the concrete test report was obtained on 04.11.2025. While so, construction materials, including steel, PVC pipes and other materials worth about Rs.10,50,000/-, were stolen by unknown persons. The petitioner's watchman lodged a complaint before the Alanganallur Police Station on 13.12.2025, upon which a Community Service Register (CSR) receipt in CSR No. 685 of 2025 was issued. Thereafter, the fourth respondent issued a show cause notice dated 10.02.2026 directing the petitioner to improve the progress of work within ten days, failing which the contract would be terminated. The petitioner submitted a detailed explanation seeking extension of time by pointing out the delay attributable to the respondents and the theft of construction materials. However, without considering the said explanation, the fourth respondent passed the impugned order dated 26.02.2026 cancelling the contract. The learned counsel submitted that the delay in execution of the work was solely attributable to the failure of the fourth respondent to provide water supply and temporary electricity connection within a reasonable time. Therefore, cancellation of the contract on the ground of delay is arbitrary, illegal and liable to be interfered with. Accordingly, he prayed for allowing the writ petition.



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4. Per contra, the learned counsel appearing for the respondents submitted that once the site was handed over to the petitioner, the entire responsibility for execution of the work rested with him. There is no clause in the tender conditions or the agreement casting any obligation upon the respondents to provide water supply by drilling a borewell or to obtain electricity connection for construction purposes. The learned counsel further submitted that Clause 4 of the agreement dated 18.11.2024 specifically provides that time is the essence of the contract and that the contractor shall commence the work immediately upon handing over of the site and complete the work within five months from the date of handing over possession. Admittedly, the site was handed over to the petitioner on 24.03.2025. Therefore, the petitioner was required to complete the work on or before 23.08.2025. However, even as on February 2026, the work remained incomplete. In view of the substantial delay committed by the petitioner, the fourth respondent rightly cancelled the contract in accordance with the terms of the agreement.

5. The learned counsel further submitted that the agreement contains an arbitration clause providing for resolution of disputes by arbitration.



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Therefore, if the petitioner is aggrieved by the cancellation of the contract, the appropriate remedy is to invoke the arbitration clause. Accordingly, he prayed for dismissal of the writ petition.

6. This Court has carefully considered the rival submissions and perused the materials available on record.

7. It is not in dispute that the agreement executed between the parties specifically stipulates that time is the essence of the contract and that the work shall be completed within four months from the date of handing over of the site. Admittedly, the site was handed over to the petitioner on 24.03.2025. However, the petitioner failed to complete the work within 23.08.2025. Though the petitioner seeks to attribute the delay to the alleged failure of the respondents to provide water supply and electricity connection, no clause in the agreement has been placed before this Court imposing such obligations upon the respondents. On the contrary, the contractual obligations clearly require the contractor to execute the work within the prescribed time. The alleged theft of construction materials is also an event for which the respondents cannot be held responsible.



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Further, the agreement contains an arbitration clause providing an efficacious contractual remedy for adjudication of disputes arising out of the execution or termination of the contract. The dispute raised by the petitioner involves disputed questions relating to contractual obligations and alleged breaches, which cannot appropriately be adjudicated in the exercise of writ jurisdiction.

8. In such circumstances, this Court finds no arbitrariness or illegality in the impugned order warranting interference of this Court. However, liberty is granted to the petitioner to invoke the arbitration clause contained in the agreement and work out his remedies in the manner known to law.

9. Accordingly, the writ petition stands dismissed. No costs. Consequently, the connected miscellaneous petitions are closed.

28.07.2026

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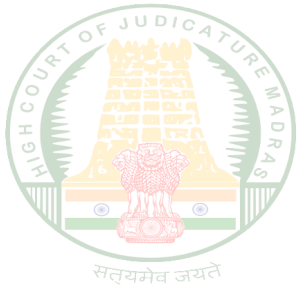
To

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M.DHANDAPANI,J.

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**ORDER MADE IN
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