



W.P(MD)Nos.18446 and 18496 of 2026

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 14.07.2026

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.18446 and 18496 of 2026

and

WMP (MD) Nos.13656, 13658, 13677, 13679 & 13682 of 2026

W.P(MD)No.18446 of 2026

G.Jeevaraj

... Petitioner(s)

vs.

1. The District Collector,
Nagercoil,
Kanyakumari – 629 009.

2. The Block Development Officer,
Thiruvattar Panchayat Union,
Kanyakumari – 629 177.

3. The Project Director,
District Rural Development Agency,
Collectorate Complex,
Chithambaranathan Street,
Simon Nagar,
Nagercoil – 629 001.

... Respondent(s)



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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 relating to the impugned cancellation order dated 10.06.2026 in ROC.No.A2/1986/2025 passed by the 2nd respondent and quash the same as illegal and consequently direct the respondents to grant reasonable time to the petitioner to complete the balance work relating to the construction of Primary Health Centre under National Health Mission 2025-2026.

For Petitioner : Mr.Puhazhgandhi

For R1 & R3 : Mr.M.Mahaboob Athiff, Counsel for State

For R2 : Ms.K.R.Shivashankari, Counsel for State

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G.Jeevaraj

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vs.

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2/9



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Collectorate Complex,
Chithambaranathan Street,
Simon Nagar,
Nagercoil – 629 001.

... 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 relating to the impugned Cancellation order dated 29.05.2026 in Na.Ka.No. A2/357/2026 passed by the 2nd respondent and quash the same as illegal and consequently direct the 2nd respondent fixed for fresh tender dated 02.07.2026 and to grant reasonable time to the petitioner to complete the balance work relating to the Construction of Health Sub Centre at Mathur under National Health Mission 2025-2026.

For Petitioner	: Mr.Puhazhgandhi
For R1 & R3	: Mr.M.Mahaboob Athiff, Counsel for State
For R2	: Ms.K.R.Shivashankari, Counsel for State

COMMON ORDER

Challenging the impugned cancellation orders dated 10.06.2026 and 29.05.2026 passed by the second respondent, these writ petitions have been filed by the petitioner.



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2. The case of the petitioner is that the respondent invited tenders for the construction of a Primary Health Centre building at Mangadu, Arudesam Area, under Munchirai Panchayat Union. The estimated contract value was Rs.50,00,000/-. The petitioner emerged as the successful bidder by quoting Rs.46,29,449/-, which was 5.40% below the estimated value and consequently the work was awarded to him. The petitioner was also awarded another contract for the construction of a Health Sub-Centre at Mathur under the National Health Mission, 2025-2026, funded under the 15th Central Finance Commission Grant, pursuant to proceedings dated 16.07.2025. The estimated value of the said work was Rs.45,00,000/-. The petitioner was the successful bidder by quoting Rs.39,35,005/-, which was 11% below the estimated cost. However, on the ground of delay in the execution of the work, the respondents issued the impugned cancellation orders. Aggrieved by the same, the petitioner has filed the present writ petitions before this Court.

3. The learned counsel for the petitioner submitted that, under the first contract, the period stipulated for completion of the work was 12 months, commencing on 18.07.2025 and ending on 17.07.2026. Under the second



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contract, the work commenced on 02.12.2025 with a stipulated completion period of six months, i.e., on or before 01.06.2026.

4. The learned counsel further submitted that, under Clause 16 of the respective agreements, the respondents were required to monitor the progress of the work at every stage. Clause 16 prescribes stage-wise progress of the work, commencing from the preparatory stage and continuing through the subsequent stages. Clause 16.2 further provides that, if at any stage the progress of the work is found to be slow and is likely to affect its completion within the stipulated period, the Engineer shall notify the contractor in writing and call upon him to expedite the work. In the present case, no such notice, as contemplated under Clause 16.2, was issued by the respondents. It was further submitted that, owing to the petitioner's ill-health, he could not complete the works within the stipulated period. Nevertheless, the petitioner has completed nearly 40% of the work.

5.The learned counsel fairly submitted that if a further period of three months is granted, the petitioner undertakes to complete the balance work within the said period and to that effect, he files an affidavit of undertaking before



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this Court. It was, therefore, prayed that appropriate directions be issued to the respondents to grant extension of time and permit the petitioner to complete the remaining work.

6. Per contra, the learned counsel appearing for the respondents submitted that the terms of the contract do not provide for an automatic extension of time. Unless the petitioner satisfies the contractual requirements for grant of extension, no such relief can be granted. It was further submitted that the petitioner failed to complete the work within the contractual period and that the impugned cancellation orders were issued strictly in accordance with the terms of the contract. Hence, the writ petitions are liable to be dismissed.

7. This Court has considered the rival submissions and perused the materials placed on record.

8. It is not in dispute that the petitioner failed to complete the works within the period stipulated under the respective agreements. The principal contention of the petitioner is that no notice, as contemplated under Clause 16.2



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of the agreements, was issued before the impugned cancellation orders came to be passed. However, the mere absence of such a notice, by itself, does not confer a right upon the petitioner to seek extension of time or to compel the respondents to continue the contract, particularly when the petitioner admittedly failed to adhere to the contractual schedule. The petitioner has not established any arbitrariness, *mala fides* or violation of any statutory provision warranting interference by this Court in the exercise of its writ jurisdiction.

9. In view of the above, this Court finds no merit in these writ petitions. Accordingly, the writ petitions stand dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

14.07.2026

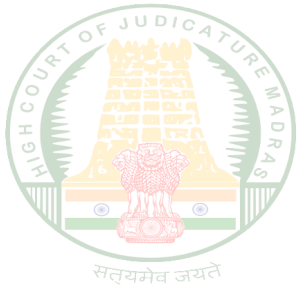
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M.DHANDAPANI,J.

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**ORDER MADE IN
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DATED : 14.07.2026