



W.P(MD)No.22832 of 2018

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 27.07.2026

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.22832 of 2018
and
WMP (MD) No.20709 of 2018

M.Hepsi Bai

... Petitioner(s)

VS.

Nagercoil Municipality,
Rep.By its Commissioner,
Nagercoil,
Kanyakumari District.

... 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 in Na.Ka.No.22185 / 2015 / E3 dated 01/11/2018 on the file of the Respondent and quash the same as illegal and consequently for a direction, directing the Respondent to permit the petitioner to carry out the remaining 20% work in respect of the tender i.e. Beautification of V.N.Colony Park in Nagercoil Municipality.



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For Petitioner

: Mr.S.Rajasekar
M/s.T.Lajapathi Roy & Associates

For Respondent

: Mr.P.Athimoolapandia, Standing Counsel

ORDER

This Writ Petition has been filed challenging the order dated 01.11.2018 passed by the respondent and consequently, to direct the respondent to permit to permit the petitioner to carry out the remaining 20% work in respect of the tender i.e. beautification of V.N.Colony Park in Nagercoil Municipality.

2. The learned counsel appearing for the petitioner submitted that the petitioner is a Class-II Contractor and had executed several works on behalf of the Nagercoil Municipality during the period from 2010 to 2018. It is submitted that the petitioner participated in the tender floated by the respondent for the beautification of V.N. Colony Park, Nagercoil Municipality, under the AMRUT Scheme of the Central Government. The petitioner emerged as the successful bidder and the respondent issued the work order on 02.05.2018, which was followed by the execution of the agreement on 03.05.2018.



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3. It is further submitted that the petitioner commenced the work and completed nearly 80% of the project. While so, to the petitioner's shock and surprise, the respondent issued a communication dated 29.08.2018 directing the petitioner to complete the work within a period of two months, though the agreement stipulated a period of six months for completion of the work. Aggrieved by the said communication, the petitioner submitted a representation dated 19.09.2018. However, without considering the same, the respondent passed the impugned proceedings dated 01.11.2018, which was served on the petitioner on 08.11.2018, cancelling the work order and blacklisting the petitioner without issuing any show cause notice or affording an opportunity of hearing. Challenging the said proceedings, the present writ petition has been filed.

4. During the course of hearing, the learned counsel for the petitioner submitted that, during the pendency of the writ petition, the petitioner has been paid the amount due for the work already executed by him. The balance work has also been entrusted to another contractor through a fresh tender. Therefore, the petitioner is no longer pressing his challenge insofar as the cancellation of the



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work order is concerned. However, the grievance of the petitioner survives with regard to the order of blacklisting, particularly when the blacklisting has been imposed for an indefinite period without following the principles of natural justice. The learned counsel therefore sought liberty to submit a fresh representation to the respondent seeking reconsideration of the order of blacklisting and requested that the respondent be directed to consider the same within a time frame to be fixed by this Court.

5. The learned Standing Counsel appearing for the respondent fairly submitted that if such a representation is made by the petitioner, the same would be considered on its own merits and in accordance with law.

6. Insofar as the petitioner's claim for the balance amount under the contract is concerned, this Court is not inclined to adjudicate the same in exercise of its jurisdiction under Article 226 of the Constitution of India. The terms of the agreement provide for resolution of disputes through arbitration. Therefore, it is always open to the petitioner to invoke the arbitration clause or to work out his remedies before the competent Civil Court.



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7. In view of the above, this Writ Petition is disposed of by granting liberty to the petitioner to submit a fresh representation to the respondent seeking reconsideration of the order of blacklisting within a period of two (2) weeks from the date of receipt of a copy of this order. On receipt of such representation, the respondent shall consider the same on its own merits and in accordance with law, after affording the petitioner an opportunity of personal hearing and pass appropriate orders within a period of six (6) weeks thereafter. It is made clear that it is open to the petitioner to work out his remedy with regard to any monetary claim arising out of the contract by invoking the arbitration clause contained in the agreement or by approaching the competent Civil Court, in the manner known to law. No costs. Consequently, the connected miscellaneous petition is closed.

27.07.2026

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



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To

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M.DHANDAPANI,J.

PKN

**ORDER MADE IN
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