

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 17.02.2015

CORAM

THE HONOURABLE MR.JUSTICE T.S.SIVAGNANAM

WP.Nos.24317 to 24320/2015

&

MP.Nos.1 to 1/2015

VVA & Co. Water Supply
represented by its Proprietor
Mrs.Kalpana, 500 LIG, TNHB
Avadi,
Chennai-54.

...Petitioner in WP.Nos.24317 & 24318/2014

B.Valarmathi

...Petitioner in WP.No.24319/2014

Vetrivel Transport rep. by its
Proprietor Mr.Balaraman, 68,
Rajaji Nagar, 1st Cross Street
Madipakkam, Chennai-91.

...Petitioner in WP.No.24320/2014

Versus

1. The Chairman
Chennai Metropolitan Water
Supply and Sewerage Board,
No.1, Pumping Station Road
Chintadripet, Chennai 600 002.

2. The Purchase Manager
Chennai Metropolitan Water
Supply and Sewerage Board,
No.1, Pumping Station Road
Chintadripet,
Chennai 600 002.

...Respondents in all the writ petitions

Writ petitions filed under Article 226 of the Constitution of India praying for a writ of certiorarified mandamus calling for the records of the 2nd respondent made in Work Order Nos.Water

Lorry/9KL/W.O. No.284/2014; Water Lorry/9KL/W.O. No.283/2014 ; Water Lorry/9KL/W.O. No.282/2014; and Water Lorry/9KL/W.O. No.285/2014 dated 11.08.2014, 11.08.2014, 11.08.2014 & 12.08.2014 respectively quash the same insofar as it relates to the demand of additional refundable security deposit of Rs.50,000/- and direct the 2nd respondent to allot work at Area-III, Area-III, Area-XIV and Area XIV respectively, which were originally assigned to the petitioners.

For Petitioners in
both the petitions : Mr.S.Udhayakumar

For RR1 & 2 in both
the petitions : Mr.N.Ramesh

COMMON ORDER

Heard Mr.S.Udhayakumar, learned counsel for the petitioners and Mr.N.Ramesh, learned counsel appearing for the respondents and perused the materials available on record. Since the issue involved in the above writ petitions is one and the same, the petitions are disposed of by the following common order.

2.The petitioners in all the above writ petitions are contractors who have supplied tanker lorries to the respondent / Board for transportation of water as per the direction of the respondent / Board. The petitioners are not aggrieved by the award of contract, but they are aggrieved by the condition imposed by the respondent / Board directing them to pay additional refundable security deposit amounting to Rs.50,000/- [in each case]. The reason for imposing such a condition on the petitioners is by contending that during the earlier occasion,

there were some violations committed by the petitioners. It is seen from the notice issued by the respondent / Board, viz., by the Area Engineer of the concerned area, the fine which has been imposed on the petitioners is on account of the diversion of the trip from the allotted place to some other place. Initially, this Court was of the view that the diversion was done by the petitioners/contractors or the drivers to divert the supply of water to private parties for personal gain. However, this impression formed by this Court was found to be incorrect on a perusal of the note submitted by the Area Engineer to the Purchase Manager of the respondent / Board regarding the diversions which had occurred in the past, i.e., during February 2014 and during April 2014. The said diversion was on account of the

direction issued by the respondent / Board. The diversion appears to have been done on account of the road laying work. Therefore, the petitioners cannot be penalised on account of the directions issued by the Area Engineer diverting the supply of water to another depot. In the absence of any allegation of diversion of water to any private party for personal gain, there is no reason for the respondent / Board to insist upon the petitioners to pay the additional refundable security deposit.

3. Accordingly, Clause No.6 in the respective work orders issued to the petitioners insisting upon payment of additional refundable security deposit of Rs.50000/- [in each case] is quashed and in all other aspects the petitioners are directed to comply with the directions.

4. The writ petition is disposed of with the above direction. It is made clear that in the event that the petitioners do not perform the contract as per the terms or if there is any other defalcation committed by the petitioners, it is open to the respondent / Board to take action in accordance with law. No costs. Consequently, the connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(LA)

//True Copy//

Sub Assistant Registrar

AP

To

1. The Chairman
Chennai Metropolitan Water
Supply and Sewerage Board,
No.1, Pumping Station Road
Chintadripet, Chennai 600 002.

WEB COPY

2. The Purchase Manager
Chennai Metropolitan Water
Supply and Sewerage Board,
No.1, Pumping Station Road
Chintadripet, Chennai 600 002.

1 CC to Mr.S.Udhayakumar, Advocate SR.No. 8830

1 CC to Mr.N.Ramesh, Advocate SR.No. 8821

VSN (CO)
PSI (25.02.2015)

WP.Nos.24317 to 24320/2014



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