

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 02.03.2017

Pronounced on : 23-03-2017

CORAM :

THE HONOURABLE MR. JUSTICE B. RAJENDRAN

Writ Petition Nos. 29871, 29872, 29992, 29993, 29994, 30052, 30053, 30168, 30364, 30365, 30371, 30527, 30860, 30861, 30862, 30863, 30864, 30865, 31193, 31194, 31487, 31622, 32021, 32022, 32880, 32881, 32882, 32883, 33053, 33332, 33333, 33334, 33335, 33353, 33354, 33554, 33555, 33905, 33906, 34942, 35442, 35590, 35591, 35592, 35593, 35960, 35961, 36334, 36335, 36336, 36337, 36338, 36496, 36497, 36780, 36944, 36945, 37366, 37474, 37475, 37985, 37986, 38240, 38352, 38353, 38368, 38369, 38370, 38371, 38372, 38373, 38374, 38375, 38741, 39744, 40001, 40258, 40259, 40260, 40310, 40344, 40345, 41572, 41573, 41574 and 41986 of 2016

M/s. KCP Engineers Private Limited
represented by its Managing Director
K. Chandraprakash
117-B, Periyar Nagar
Puliyakulam
Coimbatore - 641 045 ... Petitioner in W.P.No.29871/16

M/S.KCP ENGINEERS PVT. LTD
REP. BY ITS MANAGING DIRECTOR K.
CHANDRAPRAKASH 117-B PERIYAR NAGAR
PULIYAKULAM COIMBATORE-641 045.
... PETITIONER in WP No.29872 of 2016

M/S.SRI MUTHULAKSHMI & CO.
REP. B Y ITS MANAGING PARTNER M.
VARATHAKUMARARAJ 14 KONGU NAGAR
VADUGAPALAYAM ROAD POLLACHI-642 001.
... PETITIONER in WP No.29992 of 2016

SRI.P.MALLAIYAN BUILDERS
REP. BY ITS MANAGING PARTNER TMT.S.
JOTHIMANI 15/157-A PALAGHAT ROAD
MARAPPALAM MADUKKARAI COIMBATORE-641 105.
... PETITIONER in WP No.29993 of 2016

A.AMMASAIAPPAN ... PETITIONER in WP No.29994 of 2016

S.PARTHIBARAJAN
NO.44/82 L.I.G.COLONY I MAHALINGAPURAM
POLLACHI-642 002
... PETITIONER in WP No.30052 of 2016

J.ROBERT RAJA
PLOT NO.43 EACHANARI ROAD NEAR
KURUMBAPALAYAM PRIVU MADHUKKARAI MARKET
COIMBATORE-641 105
... PETITIONER in WP No.30053 of 2016

M/S.ARR INFRA PROMOTERS
CONTRACTORS REP. BY ITS PROPRIETOR A.R.
RAJHAMANI 1/670 GANDHI NAGAR
SATHYAMANGALAM-638 402.
... PETITIONER in WP No.30168 of 2016

MR.C.K.RAJAN
CONTRACTORS 2/4 GROUND FLOOR SAROJA
BUILDING COLONY MAIN ROAD THILLAI NAGAR
TIRUCHIRAPPALLI-620 018.
... PETITIONER in WP No.30364 of 2016

M/S.RATNA & CO
CONTRACTORS REP. BY ITS PARTNER T.M.
MANOHARAN 289 MAIN ROAD T.N.PALAYAM
GOBICHETTIPALAYAM.
... PETITIONER in WP No.30365 of 2016

AD ELANGO CONTRACTOR
531 C MAIN ROAD KUNNATHUR- 638 103
... PETITIONER in WP No.30371 of 2016

R.KRISHNASAMY
NO.15/156 MARAPPALAM MADUKKARAI
COIMBATORE 641 105
... PETITIONER in WP No.30527 of 2016

V.RAMASAMY
T.S. NO.2317 WEST SECOND STREET
PUDUKOTTAI- 622 201.
..PETITIONER in WP No.30860 of 2016

AD ELANGO
CONTRACTOR 531C MAIN ROAD
KUNNATHUR-638 103.

... PETITIONER in WP No.30861 of 2016

V.RAMASAMY
T.S.NO.2317 WEST SECOND STREET
PUDUKOTTAI- 622 201.

... PETITIONER in WP No.30862 of 2016

V.MEENAL
W/O.VELUCHAMY NO.18 CORPORATION ROAD
DEVAKOTTAI-630 302.

... PETITIONER in WP No.30863 of 2016

V.MEENAL
W/O.VELUCHAMY NO.18 CORPORATION ROAD
DEVAKOTTAI-630 302

... PETITIONER in WP No.30864 of 2016

V.RAMASAMY
T.S. NO.2317 WEST SECOND STREET
PUDUKOTTAI- 622 201.

... PETITIONER in WP No.30865 of 2016

M/S.KUMARESAN CONSTRUCTIONS
REP BY PROPRIETOR S.KUMARESAN NO.13 1ST
CROSS STREET PON NAGAR REDDIYARPALAYAM
POST PUDUCHERRY- 605 010

... PETITIONER in WP No.31193 of 2016

M/S.KUMARESAN CONSTRUCTIONS
REP BY PROPRIETOR S.KUMARESAN NO.13 1ST
CROSS STREET PON NAGAR REDDIYARPALAYAM
POST PUDUCHERRY- 605 010

... PETITIONER in WP No.31194 of 2016

P.RAMU
CONTRACTOR 20A CORPORATION ROAD
DEVAKOTTAI SIVAGANGAI DISTRICT.

... PETITIONER in WP No.31487 of 2016

SPL INFRASTRUCTURE PVT. LTD.
REP. BY ITS MANAGING DIRECTOR # 15 KASTURI
RANGAN ROAD ALWARPET CHENNAI 18
... PETITIONER in WP No.31622 of 2016

M/S.KUMARESAN CONSTRUCTIONS
REP. BY ITS PROPRIETOR S.KUMARESAN NO.13
1ST CROSS STREET PON NAGAR REDDIYARPALAYAM
PO. PUDUCHERRY-605 010.
... PETITIONER in WP No.32021 of 2016

M/S.OM SAKTHI CONSTRUCTION
REP. BY ITS PARTNER NH & HIGHWAYS CONTRACTOR
THOLLAMUR VANUR TALUK VILLUPURAM DISTRICT.
... PETITIONER in WP No.32022 of 2016

M/S.KOUSIC & CO.
REP. BY ITS PARTNER K.G.MOHANRAJ NO.A-24
HOUSING UNIT KOLLAMPALAYAM ERODE-638 002.
... PETITIONER in WP No.32880 of 2016

M/S.SOLAIAPPAN CONSTRUCTIONS
REP. BY ITS PARTNER P.SATHEESH 232 RANA
NAGAR METTUR MAIN ROAD BHAVANI
ERODE-638 302. ... PETITIONER in WP No.32881 of 2016

M/S.SELLIAMMAN CONSTRUCTIONS
PRIVATE LIMITED REP. BY ITS DIRECTOR S.
VELUSAMY 1/1/82 RANA NAGAR METTUR MAIN
ROAD BHAVANI ERODE DISTRICT
... PETITIONER in WP No.32882 of 2016

SRI RANGANATHAR CONSTRUCTIONS
(P) LTD REP. BY MANAGING DIRECTOR M.
KANDASAMY NO.599 HC 4 CHINNAPPA LAY OUT
PONNAR SANKAR ILLAM BHAVANI-638 301.
... PETITIONER in WP No.32883 of 2016

M/S.SABARI CONSTRUCTIONS
REP. BY ITS MANAGING PARTNER THANGAMUTHU
4/13 SELVAPURAM VELLAKOIL POST KANGEYAM
TIRUPUR-638 701.
... PETITIONER in WP No.33053 of 2016

M/S.RENAATUS PROJECTS PVT LTD
126 MULLAMAPARAPPU N.G.PALAYAM ERODE- 638
115 REP BY ITS EXECUTIVE DIRECTOR MR. MANOJ
POOSAPPAN ... PETITIONER in WP No.33332 of 2016

SRI RENAATUS PROJECTS PVT LTD
REP BY EXECUTIVE DIRECTOR MANOJ POOSAPPAN
NO.126 MULLAMAPPARAPPU N.G.PALAYAM
ERODE- 638 115 ... PETITIONER in WP No.33333 of 2016

K.M.RAMASAMY
NO.6/98 K.KANDMPALAYAM KONUR POST
NAMAKKAL DISTRICT ... PETITIONER in WP No.33334 of 2016

M/S.V.R.P.CONSTRUCTIONS
REP BY ITS PARTNER S.SELVARAJ 29/3 KUBERA
LAKSHMI TOWER BUNGALOW STREET PERUNDURAI
... PETITIONER in WP No.33335 of 2016

N.LAKSHMINARAYANAN
CONTRACTOR KATTUKANALUR ARNI TALUK
TIRUVANNAMALAI. ... PETITIONER in WP No.33353 of 2016

M/S.ARUNAI CONSTRUCTIONS
REP. BY ITS PARTNER VENKATESAN NO.136/52
MATHALANGULA STREET TIRUVANNAMALAI.
... PETITIONER in WP No.33354 of 2016

M/S.SRIPATHY ASSOCEATES
REP BY MANAGING PARTNER S.SEKAR 62
THANGAPERUMAL STREET ERODE- 638 001
... PETITIONER in WP No.33554 of 2016

M/S.SRIPATHY ASSOCEATES
REP BY MANAGING PARTNER S.SEKAR 62
THANGAPERUMAL STREET ERODE- 638 001
... PETITIONER in WP No.33555 of 2016

SRI AMBAL AND CO. REP. BY
ITS MANAGING PARTNER NANDAKUMAR 257/2
SATHY MAIN ROAD ANNUR COIMBATORE
... PETITIONER in WP No.33905 of 2016

SRI AMBAL AND CO. REP. BY
ITS MANAGING PARTNER A.NANDAKUMAR 79-D
AVINASHI ROAD ANNUR COIMBATORE
... PETITIONER in WP No.33906 of 2016

R.SEMBA GOUNDER
PANNAIKARAN STREET RANKKIMPATY PO EDAPADI
TALUK SALEM DISTRICT
... PETITIONER in WP No.34942 of 2016

M/S.V.R.P.CONSTRUCTIONS
REP BY ITS PARTNER S.SELVARAJ 29/3 KUBERA
LAKSHMI TOWER BUNGALOW STREET PERUNDURAI
... PETITIONER in WP No.35442 of 2016

M/S.OM SAKTHI CONSTRUCTIONS
REP BY ITS PARTNER NH & HIGHWAYS CONTRACTOR
THOLLAMUR VANUR TALUK VILLUPURAM DISTRICT
... PETITIONER in WP No.35590 of 2016

M/S.OM SAKTHI CONSTRUCTIONS
REP BY ITS PARTNER NH & HIGHWAYS CONTRACTOR
THOLLAMUR VANUR TALUK VILLUPURAM DISTRICT
... PETITIONER in WP No.35591 of 2016

M/S.DEVI CONSTRUCTIONS
REP BY ITS PARTNER MR.K.BASUVALINGAM NO.5
E.B.COLONY SELLANKUPPAM CUDDALORE
... PETITIONER in WP No.35592 of 2016

M/S OM SAKTHI CONSTRUCTIONS
REP BY ITS PARTNER NH & HIGHWAYS CONTRACTOR
THOLLAMUR VANUR TALUK VILLUPURAM DISTRICT
... PETITIONER in WP No.35593 of 2016

R.VENKATESAN

S/O.MR.S.RAJAGOPAL BRAHMADESAM & POST
TINDIVANAM TALUK-604 301

... PETITIONER in WP No.35960 of 2016

R.VENKATESAN

S/O.MR.S.RAJAGOPAL BRAHMADESAM & POST
TINDIVANAM TALUK-604 301

... PETITIONER in WP No.35961 of 2016

M/S.APU CONSTRUCTIONS

REP BY ITS PARTNER C.N.ANNADURAI NO. 1167E
PARVATHI RICE MILL THENDRAL NAGAR
VENGIKKAL THIRUVANNAMALAI

... PETITIONER in WP No.36334 of 2016

K.SHIVAJI

CONTRACTOR 10/A1 MANTHOPPU POLUR ROAD
TIRUVANNAMALAI

... PETITIONER in WP No.36335 of 2016

M/S.APU CONSTRUCTIONS

REP BY ITS PARTNER C.N.ANNADURAI NO. 1167E
PARVATHI RICE MILL THENDRAL NAGAR
VENGIKKAL THIRUVANNAMALAI

... PETITIONER in WP No.36336 of 2016

GV CONSTRUCTIONS

REP BY S.GUNASEKARAN CONTRACTOR NO. 32G/18
TAB COMPLEX BYE PASS ROAD TIRUVANNAMALAI

... PETITIONER in WP No.36337 of 2016

M/S.VIJAYA CONSTRUCTIONS

MANAGING PARTNER S.MAKESH NO.25-1/J2
BHARATHI STREET POLUR ROAD TIRUVANNAMALAI

... PETITIONER in WP No.36338 of 2016

T.K.KUMAR

CONTRACTOR 311 NEHRU STREET POONTHOTTAM
TINDIVANAM-604 001

... PETITIONER in WP No.36496 of 2016

R.VIJAYAN
CONTRACTOR 18 UMAPATHI MUTHALI STREET
TINDIVANAM-604 002

... PETITIONER in WP No.36497 of 2016

M/S.ARR INFRA PROMOTERS
CONTRACTORS REP. BY ITS PROPRIETOR A.R.
RAJHAMANI 1/670 GANDHI NAGAR
SATHYAMANGALAM-638 402.

... PETITIONER in WP No.36780 of 2016

MS/.RATHNA & CO CONTRACTORS
REP BY ITS PARTNER T.M.MANOCHARAN 288 MAIN
ROAD T.N.PALAYAM GOBICHETTIPALAYAM

... PETITIONER in WP No.36944 of 2016

MR.C.K.RAJAN CONTRACTORS
2/4 GROUND FLOOR SAROJA BUILDING COLONY
MAIN ROAD THILLAI NAGAR
TIRUCHIRAPPALLI- 620 018.

... PETITIONER in WP No.36945 of 2016

GV CONSTRUCTIONS
REP BY S.GUNASEKARAN CONTRACTOR NO.32G/18
TAB COMPLEX BYE-PASS ROAD TIRUVANNAMALAI

... PETITIONER in WP No.37366 of 2016

M/S.KUMARESAN CONSTRUCTIONS
REP BY ITS PROPRIETOR S.KUMARESAN NO.13
1ST CROSS STREET PON NAGAR REDDIYARPALAYAM
PO PUDUCHERRY-605 010

... PETITIONER in WP No.37474 of 2016

M/S.KUMARESAN CONSTRUCTIONS
REP BY ITS PROPRIETOR S.KUMARESAN NO.13
1ST CROSS STREET PON NAGAR REDDIYARPALAYAM
PO PUDUCHERRY-605 010

... PETITIONER in WP No.37475 of 2016

M/S.SRI YOGALAKSHMI BLUE METAL
INDUSTRIES NO.671 MUNISWAMY STREET
KHADERPET VANIYAMBADI VELLORE DISTRICT
REP. BY ITS PROPRIETOR R.MANI

... PETITIONER in WP No.37985 of 2016

M/S.SRI YOGALAKSHMI BLUE METAL
INDUSTRIES NO.671 MUNISWAMY STREET
KHADERPET VANIYAMBADI VELLORE DISTRICT
REP. BY ITS PROPRIETOR R.MANI

... PETITIONER in WP No.37986 of 2016

M/S.ARUNA CONSTRUCTIONS
CHEKKUMEDU VILLAGE VALLIPATTU POST
VANIYAMBADI VELLORE DISTRICT REP BY ITS
MANAGING PARTNER K.DEVARAJI

... PETITIONER in WP No.38240 of 2016

P.JANAKIRAMAN
CIVIL ENGINEERING CONTRACTOR NO.9 N.N.
STREET ARUMUGA PETTAI WALLAJABAD
KANCHEEPURAM DISTRICT

... PETITIONER in WP No.38352 of 2016

P.JANAKIRAMAN
CIVIL ENGINEERING CONTRACTOR NO.9 N.N.
STREET ARUMUGA PETTAI WALLAJABAD
KANCHEEPURAM DISTRICT

... PETITIONER in WP No.38353 of 2016

R.SANTHAKUMAR
ANNA NAGAR VILLAGE MALLAGUNDA POST
NATRAMPALLI 635 852 VELLORE DISTRICT

... PETITIONER in WP No.38368 of 2016

R.SANTHAKUMAR
ANNA NAGAR VILLAGE MALLAGUNDA POST
NATRAMPALLI 635 852 VELLORE DISTRICT

... PETITIONER in WP No.38369 of 2016

R.SANTHAKUMAR
ANNA NAGAR VILLAGE MALLAGUNDA POST
NATRAMPALLI 635 852 VELLORE DISTRICT

... PETITIONER in WP No.38370 of 2016

M/S.SRI NIRANJANICONSTRUCTIONS
NO.670 MUNISWAMY STREET KHADERPET
VANIYAMBADI VELLORE DISTRICT REP. BY ITS
PROPRIETOR TMT.M.URMILA

... PETITIONER in WP No.38371 of 2016

R.NATARAJAN
GOLLAMANGALAM VILLAGE AND POST (VIA)
PALLIKONDA AMBUR TALUK VELLORE DISTRICT

... PETITIONER in WP No.38372 of 2016

R.NATARAJAN
GOLLAMANGALAM VILLAGE AND POST (VIA)
PALLIKONDA AMBUR TALUK VELLORE DISTRICT

... PETITIONER in WP No.38373 of 2016

M/S.EXCEL ENGINEERING
ENTERPRISES NO.63 TAMARAIKULAM ELAGIRI
POST JOLARPETTAI VELLORE DISTRICT REP. BY
ITS PROPRIETOR G.KUMARESAN

... PETITIONER in WP No.38374 of 2016

M/S.EXCEL ENGINEERING
ENTERPRISES NO.63 TAMARAIKULAM ELAGIRI
POST JOLARPETTAI VELLORE DISTRICT REP. BY
ITS PROPRIETOR G.KUMARESAN

... PETITIONER in WP No.38375 of 2016

M/S.SHREE DURGA CONSTRUCTION
REPTD. BY SOLE PROPRIETOR PLOT NO.A-33
DOOR NO.63/1 GODAVARI STREET HIGHWAYS
COLONY SALEM-636 005.

... PETITIONER in WP No.38741 of 2016

M/S.K.S.R & CO.
REP BY MANAGING PARTNER S.RAGHURAMAN
THENKODIPAKKAM VILLAGE VANUR TALUK
VILLUPURAM DISTRICT

... PETITIONER in WP No.39744 of 2016

M.V.MATHI

S/O.M.VAIYAPURI NO.15 NEHRU STREET ARCOT
VELLORE DISTRICT-632 503.

... PETITIONER in WP No.40001 of 2016

R.SANTHAKUMAR

ANNA NAGAR VILLAGE MALLAGUNDA POST
NATRAMPALLI-635 852 VELLORE DISTRICT

... PETITIONER in WP No.40258 of 2016

R.SANTHAKUMAR

ANNA NAGAR VILLAGE MALLAGUNDA POST
NATRAMPALLI-635 852 VELLORE DISTRICT

... PETITIONER in WP No.40259 of 2016

R.SANTHAKUMAR

ANNA NAGAR VILLAGE MALLAGUNDA POST
NATRAMPALLI-635 852 VELLORE DISTRICT

... PETITIONER in WP No.40260 of 2016

MR.M.V.MATHI

S/O.M.VAIYAPURI NO.15 NEHRU STREET ARCOT
VELLORE DISTRICT-632 503.

... PETITIONER in WP No.40310 of 2016

M/S.EXCEL ENGINEERING

ENTERPRISES NO.63 TAMARAIKULAM ELAGIRI
POST JOLARPETTAI VELLORE DISTRICT REP. BY
ITS PROPRIETOR G.KUMARESAN

... PETITIONER in WP No.40344 of 2016

M/S.EXCEL ENGINEERING

ENTERPRISES NO.63 TAMARAIKULAM ELAGIRI
POST JOLARPETTAI VELLORE DISTRICT REP. BY
ITS PROPRIETOR G.KUMARESAN

... PETITIONER in WP No.40345 of 2016

R.NATARAJAN

GOLLAMANGALAM VILLAGE & POST AMBUR TALUK
VELLORE DISTRICT.

... PETITIONER in WP No.41572 of 2016

WEB COPY

M/S.ARUNA CONSTRUCTIONS
CHEKKUMEDU VILLAGE VALLIPATTU POST
VANIYAMBADI VELLORE DISTRICT REP. BY ITS
MANAGING PARTNER K.DEVARAJI

... PETITIONER in WP No.41573 of 2016

R.NATARAJAN
GOLLAMANGALAM VILLAGE & POST (VIA)
PALLIKONDA AMBUR TALUK VELLORE DISTRICT.

... PETITIONER in WP No.41574 of 2016

M/S.S.J.M.CONSTRUCTION &
CONTRACTORS REP BY ITS MANAGING PARTNER S.
JOTHI NO.13 MUTHUSAMY NAGAR S.N.CHAVADI
CUDDALORE CUDDALORE DISTRICT

... PETITIONER in WP No.41986 of 2016

Versus

The Chief Engineer
Highways Department (C&M)
Chennai

The Superintending Engineer
Highways Department (C&M)
D.No.1653, Highways Compound
Trichy Road, Coimbatore - 641 016

...1st & 2nd Respondent in
WPs.29871,29872,29992,29993,30052,
30053 and 30547/16

The Divisional Engineer
Highways Department (C&M)
Coimbatore - 641 018

The Divisional Accountant
Highways Department (C&M)
Coimbatore - 641 018

...2nd and 3rd respondent in
WPs.29871,29872,29993,
29994,30053,30527/16

THE DIVISIONAL ENGINEER
HIGHWAYS DEPARTMENT (C&M)
POLLACHI-642 001.

THE DIVISIONAL ACCOUNTANT
HIGHWAYS DEPARTMENT (C&M),
POLLACHI-642 001

..RESPONDENTS 3 & 4 IN WPs.29992,30052/2016.

THE CHIEF ENGINEER(H) (C&M)
HIGHWAYS DEPARTMENT HRS CAMPUS 76 SARDAR
PATEL ROAD GUINDY CHENNAI-600 025.

THE ACCOUNTANT GENERAL
361 ANNA SALAI TEYNAMPET CHENNAI-600 018.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
GOBICHETTIPALAYAM ERODE DISTRICT.

... RESPONDENTS in WP No.30168 & 30364 of 2016
& 30365 OF 16

THE GOVT. OF TAMIL NADU
REP BY SECRETARY TO GOVERNMENT PUBLIC WORKS
DEPARTMENT FORT ST. GEORGE SECRETARIAT
CHENNAI-600 009

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-600 032

THE SUPERINTENDING ENGINEER
HIGHWAYS HIGHWAYS DEPARTMENT CONSTRUCTION
& MAINTENANCE CIRCLE 1653 TRICHY ROAD
COIMBATORE- 641 018

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE TIRUPUR
... RESPONDENTS in WP No.30371,
30860,30861,30863 of 2016

THE GOVERNMENT OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-9.

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-32.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE 1653 TRICHY ROAD
COIMBATORE-641 018.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUPPUR

... RESPONDENTS in WP No.30861 of 2016

THE GOVERNMENT OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-9.

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-32.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE 1653 TRICHY ROAD
COIMBATORE-641 018.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
DHARAPURAM

... RESPONDENTS in WP No.30862 &
33053 of 2016

THE GOVERNMENT OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-9.

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-32.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE 1653 TRICHY ROAD
COIMBATORE-641 018.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
COIMBATORE

... RESPONDENTS in WP No.30864 of 2016

THE GOVERNMENT OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-9.

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-32.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE 1653 TRICHY ROAD
COIMBATORE-641 018.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
POLLACHI

... RESPONDENTS in WP No.30865 of 2016

THE SUPERINTENDING ENGINEER
(H) CONSTRUCTION & MAINTENANCE CIRCLE ELLIS
CHATRAM ROAD VILLUPURAM- 605 401.

THE DIVISIONAL ENGINEER
C&M HIGH WAYS DEPARTMENT KALLAKURICHI
DIVISION KALLAKURICHI

... RESPONDENTS in WP No.31193,31194,
35590,35591,37474,37475 of 2016

THE GOVT. OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-600 009.

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-600 032.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE TIRUPUR.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE TIRUPUR.

THE DIVISIONAL ENGINEER
CONSTRUCTION AND MAINTENANCE SIVAGANGAI.

... RESPONDENTS in WP No.31487 of 2016

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION AND MAINTENANCE
CHENNAI CIRCLE ANNA SALAI CHENNAI 6

THE DIVISIONAL ENGINEER
HIGHWAYS CHENNAI CITY ROADS DIVISION ANNA
SALAI SAIDAPET CHENNAI 15

... RESPONDENTS in WP No.31622 of 2016

THE SUPERINTENDING ENGINEER(H)
CONSTRUCTION & MAINTENANCE CIRCLE ELLIS
CHATRAM ROAD VILLUPURAM-605 401.

THE DIVISIONAL ENGINEER
C&M HIGH WAYS DEPARTMENT VILLUPURAM-605 401.

... RESPONDENTS in WP No.32021 & 32022 of 2016

THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-25.

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUPUR CIRCLE 39 COLLEGE ROAD
TIRUPUR- 641 602.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE NO.101
POONDURAI ROAD MOOLAPALAYAM ERODE-638 002.
... RESPONDENTS in WP No.32880,32881,32882,
32883,33332,33333,33334,33554,35442 of 2016

THE DIVISIONAL ENGINEER,
HIGHWAYS CONSTRUCTION & MAINTENANCE,
39, COLLEGE ROAD, TIRUPUR 638 002.
...3RD RESPONDENT IN WP.NO.33333/16

THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-600 025

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
COIMBATORE CIRCLE TRICHY ROAD
COIMBATORE - 18

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE SATHY
MAIN ROAD GOBICHETTIPALAYAM- 638 506
... RESPONDENTS in WP No.33335 of 2016

THE GOVT. OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC WORKS
DEPARTMENT FORT ST. GEORGE SECRETARIAT
CHENNAI-600 009.

THE CHEIF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-600 032.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE CHENNAI-6.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
CHEYYAR.

THE ASSISTANT DIVISIONAL
ENGINEER (H) (CONSTRUCTION AND MAINTENANCE)
VANDAVASI.

... RESPONDENTS in WP No.33353 of 2016

THE GOVT. OF TAMIL NADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC WORKS
DEPARTMENT FORT ST. GEORGE SECRETARIAT
CHENNAI-600 009.

THE CHEIF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-600 032.

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE CHENNAI-6.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUVANNAMALAI.

... RESPONDENTS in WP NO.33354,36334,36335,
36336,36337,36338,37366 of 2016

THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-600 025

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
COIMBATORE CIRCLE 39 TRICHY ROAD
COIMBATORE - 18

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE SATHY
MAIN ROAD GOBICHETTIPALAYAM - 638 506

... RESPONDENTS in WP No.33555 of 2016

THE GOVT. OF TAMILNADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-9

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI 600 032

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE COIMBATORE 641 018

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE GOBI
... RESPONDENTS in WP No.33905 of 2016

THE GOVT. OF TAMILNADU
REP. BY SECRETARY TO GOVERNMENT PUBLIC
WORKS DEPARTMENT FORT ST. GEORGE
SECRETARIAT CHENNAI-9

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI 600 032

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE COIMBATORE 641 018

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
COIMBATORE

... RESPONDENTS in WP No.33906 of 2016

THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-600 025

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
COIMBATORE CIRCLE TRICHY ROAD COIMBATORE-18

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE SATHY
MAIN ROAD GOBICHETTIPALAYAM-638 506

... RESPONDENTS in WP No.34942 of 2016

THE SUPERINTENDING ENGINEER (H)
CONSTRUCTION & MAINTENANCE CIRCLE ELLIS
CHATRAM ROAD VILLUPURAM -605 401

THE DIVISIONAL ENGINEER (H)
C&M HIGHWAYS DEPARTMENT CUDDALORE
... RESPONDENTS in WP Nos.35592 & 41986 of 2016

THE SUPERINTENDING ENGINEER
NATIONAL HIGHWAYS TNSCC COMPLEX OPP
MUNICIPAL BUS STAND CHENNAI-106

THE DIVISIONAL ENGINEER
NATIONAL HIGHWAYS TNSCC COMPLEX OPP
MUNICIPAL BUS STAND CHENNAI-106
... RESPONDENTS in WP No.35593 of 2016

THE SUPERINTENDING ENGINEER(H)
CONSTRUCTION & MAINTENANCE CIRCLE ELLIS
CHATRAM ROAD VILLUPURAM-605 401

THE DIVISIONAL ENGINEER
C&M HIGH WAYS DEPARTMENT VILLUPURAM-605 401
... RESPONDENTS in WP No.35960,35961 of 2016

THE GOVERNMENT OF TAMIL NADU
REP BY SECRETARY TO GOVERNMENT PUBLIC WORKS
DEPARTMENT FORT ST. GEORGE SECRETARIAT
CHENNAI 9

THE CHIEF ENGINEER (GENERAL)
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI 32

THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE ANNA SALAI CHENNAI 6

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUVANNAMALAI
... RESPONDENTS in WP No.36334 of 2016

THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-600 025

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE ELLIS
CHATRAM ROAD VILLUPURAM CIRCLE
VILLUPURAM- 605 401

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
VILLUPURAM-605 602

... RESPONDENTS in WP No.36496,36497
39744 of 2016

THE CHIEF ENGINEER (H) (C&M)
HIGHWAYS DEPARTMENT HRS CAMPUS 76 SARDAR
PATEL ROAD GUINDY CHENNAI-600 025.

THE ACCOUNTANT GENERAL
361 ANNA SALAI TEYNAMPET CHENNAI-600 018

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
GOBICHETTIPALAYAM ERODE DISTRICT

... RESPONDENTS in WP Nos.36780,36944
36945 of 2016

THE STATE OF TAMIL NADU
REP.BY ITS SECRETARY TO GOVERNMENT HIGHWAYS
AND MINOR PORTS DEPARTMENT SECRETARIAT
CHENNAI-9.

THE CHIEF ENGINEER
HIGHWAYS (C&M) GUINDY CHENNAI-25

THE SUPERINTENDING ENGINEER
HIGHWAYS (C&M) CHENNAI CIRCLE CHENNAI-6

THE DIVISIONAL ENGINEER
HIGHWAYS (C&M) VANIYAMBADI DIVISION
VANIYAMBADI VELLORE DISTRICT

... RESPONDENTS in WP No.37985,37986,38240,
38368 to 38375,40258,40259,40260,40344,
40345,41572,41573,41574 of 2016

THE GOVT. OF TAMIL NADU
REP BY SECRETARY TO GOVERNMENT PUBLIC WORKS
DEPARTMENT FORT ST GEORGE SECRETARIAT
CHENNAI-600 009

THE CHIEF ENGINEER
HIGHWAYS DEPARTMENT CONSTRUCTION AND
MAINTENANCE GOVT. OF TAMIL NADU GUINDY
CHENNAI-600 025

THE SUPERINTENDING ENGINEER
HIGHWAYS DEPARTMENT CONSTRUCTION AND
MAINTENANCE CHENNAI CIRCLE GOVT. OF TAMIL
NADU ANNA SALAI CHENNAI-600 006.

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION AND MAINTENANCE GOVT.
OF TAMIL NADU CHINGLEPUT DIVISION CHINGLEPUT
... RESPONDENTS in WP No.38352 & 38353 of 2016

THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-600 025.

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE SALEM
CIRCLE STEEL PLANT MAIN ROAD JAGIR
AMMAPALAYAM SALEM- 636 302

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE OPP TO
NATIONAL HOTEL OMALUR MAIN ROAD
SALEM-636 007 ... RESPONDENTS in WP No.38741 of 2016

THE DIRECTOR GENERAL
HIGHWAYS DEPARTMENT HRS COMPLEX GUINDY
CHENNAI-32.

THE SUPERINTENDENT ENGINEER
HIGHWAYS (C&M) CHENNAI CIRCLE CHENNAI-6.

THE DIVISIONAL ENGINEER
HIGHWAYS (C&M) CHEYAR DIVISION
VELLORE DISTRICT
... RESPONDENTS in WP No.40001,40310 of 2016

THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE CIRCLE
HIGHWAYS DEPARTMENT ELLIS CHATRAM ROAD
VILLUPURAM-605 401

THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS DEPARTMENT CUDDALORE DIVISION
CUDDALORE

... RESPONDENTS in WP No.41986 of 2016

These Writ Petitions are filed under Article 226 of the Constitution of India, praying this court to issue Writs of Certiorari, Certiorarified Mandamus and Mandamus;

WP No.29871 of 2016

Calling for the records relating to the Order in Lr.No.WF 43/2014-15/A1 dated 19.8.2016 on the file of the 3rd respondent and quash the same

WP No.29872 of 2016

Calling for the records relating to the Order in Proc.No.29/2014-15/A1 dated 19.8.2016 on the file of the 3rd respondent and quash the same

WP No.29992 of 2016

Calling for the records relating to the order in Proc.No.40/2014-15/A4, dt. 19.08.2016 on the file of the 3rd Respondent quash the same.

WP No.29993 & 29994 of 2016

Calling for the records relating to the order in Lr.No.WF 44/2014-15/A1, dt. 19.08.2016 on the file of the 3rd Respondent quash the same.

WP No.30052 of 2016

Calling for the records relating to the order in Proc.No. 30/2014-15/A2 dated 19.08.2016 on the file of the 3rd respondent quash the same

WP No.30053 of 2016

Calling for the records relating to the order in Lr.No. WF 52/2014-15/A2 dated 19.08.2016 on the file of the 3rd respondent quash the same

WP No.30168 of 2016

Calling for the records of the respondent in Lr.No. WF 5/2014-15/ B2 dated 14.06.2016, quash the same and consequently forbear the respondents from in any manner seeking to impose the recovery from the petitioner based on the said impugned proceedings

WP No.30364 of 2016

Calling for the records of the 3rd respondent in Lr.No.WF 45/2014-15/B2 dated 14.06.2016, quash the same and consequently forbear the respondents from in any manner seeking to impose the recovery from the petitioner based on the said impugned proceedings

WP No.30365 of 2016

Calling for the records of the 3rd respondent in Lr.No.WF 39/2014-15/B3 dated 14.06.2016, quash the same and consequently forbear the respondents from in any manner seeking to impose the recovery from the petitioner based on the said impugned proceedings

WP No.30371 of 2016

Calling for the records of the 4th Respondent herein relating to the proceedings of the 4th Respondent in LR No.WF/ 9/ 2014-15/ A1 dated 25.7.2016, and quash the same and consequently forbear the Respondents herein from, in any manner, effecting recovery of any amount from the bills of the Petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.30527 of 2016

calling for the records relating to the order in Lr.No.WF 50/2014-15/ A2 dated 19.8.2016 on the file of the 3rd respondent quash the same

WP No.30860 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in LR. No.WF/6/ 2014-15/A1 dated 19.7.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.30861 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in LR. No.WF/4/ 2014-15/A1 dated 25.7.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.30862 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in LR. No.WF/18/ 2014-15/A4 dated 19.7.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.30863 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in LR. No.WF/8/ 2014-15/A1 dated 25.07.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.30864 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in LR. No.WF/49/ 2014-15/A3 dated 19.8.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.30865 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in Proc. No.29/ 2014-15/A3 dated 19.8.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.31193 of 2016

forbearing the Respondents from withhold the amounts of the petitioner payable to pending projects by way of recovery to the completed project namely Thirukolur (H) C & M Sub Division- Widening from SL to IL and Strengthening to Kandachipuram- Arakandanallur Road km 0/0- 9/2 (Package- 23) without following due process of law

WP No.31194 of 2016

forbearing the Respondents from withhold the amounts of the petitioner payable to pending projects by way of recovery to the completed project namely Sankarapuram (H) C & M Sub Division- Widening from DL to ML and Strengthening in KM 13/0-13/4, 14/4-15/0, 18/2- 18/4 22/2- 24/0 and Strengthening Km 6/6- 8/0 of Kallakurichi- Thiruvannamalai Road including widening of

culverts (SH-6) (Package-19) without following due process of law

WP No.31487 of 2016

Calling for the records relating to the proceedings of the 4th respondent in Lr.No.WF/7/2014-15-A1 dated 19.07.2016 and the order in Lr.No.WF7/2016/A1 dated 19.07.2016 of the 4th respondent and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by the petitioner pursuant to the said impugned order

WP No.31622 of 2016

directing the respondents to comply with terms of Articles of Agreement dated 7th day of December 2015 in pursuance to the Tender dated 27.8.2015

WP No.32021 of 2016

Directing the second respondent to follow the terms of the G.O.Ms.No.101 issued by the Public works (G2) department dated 10.06.2009, taking the base rate from the date of signing works agreement to end of agreement period and consequently to direct the second respondent to settle the amount to the petitioner

WP No.32022 of 2016

Directing the second respondent to follow the terms of the G.O.Ms.No.101 issued by the Public works (G2) department dated 10.06.2009, taking the base rate from the date of signing works agreement to end of agreement period and consequently to direct the second respondent to settle the amount to the petitioner

WP No.32880 of 2016

To call for the entire records relating to the impugned order of the 3rd respondent in his Letter No.48/2015-16/A1 dated 28.8.2016 and quash the same and consequently forbear the respondent from recovering the amounts based on the above said impugned order

WP No.32881 of 2016

To call for the entire records relating to the impugned order of the 3rd respondent in his Letter No.WF 64/2015-16/A1 dated 28.8.2016 and quash the same and consequently forbear the respondent from recovering the amounts based on the above said impugned order

WP No.32882 of 2016

To call for the entire records relating to the impugned order of the 3rd respondent in his Letter No.66/2015-16/A1 dated 28.8.2016 and quash the same and consequently forbear the respondent from recovering the amounts based on the above said impugned order

WP No.32883 of 2016

To call for the entire records relating to the impugned order of the 3rd respondent in his Letter No.72/2015-16/A1 dated 28.8.2016 and quash the same and consequently forbear the respondent from recovering the amounts based on the above said impugned order

WP No.33053 of 2016

Calling for the records of the 4th respondent herein relating to the proceedings of the 4th respondent in Lr.No.WF/17/2014-15A4 dated 19.07.2016, and quash the same and consequently forbear the respondents herein from, in any manner, effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.33332 of 2016

To call for the entire records relating to the impugned order of the 3rd Respondent in his letter NO.WF21/ 2015- 16/ A1 dated 28.08.2016 and quash the same and consequently forebear the Respondent from recovering the amounts based on the above said impugned order

WP No.33333 of 2016

To call for the entire records relating to the impugned order of the 3rd Respondent in his letter NO.WF5/ 2014- 15/ A1 dated 19.07.2016 and quash the same and consequently forebear the Respondent from recovering the amounts based on the above said impugned order

WP No.33334 of 2016

To call for the entire records relating to the impugned order of the 3rd Respondent in his letter NO.WF65/ 2015- 16/ A1 dated 28.08.2016 and quash the same and consequently forebear the Respondent from recovering the amounts based on the above said impugned order

WP No.33335 of 2016

To call for the entire records relating to the impugned order of the 3rd Respondent in his letter NO.WF11/ 2014- 15/ A1 dated 14.06.2016 and quash the same and consequently forebear the Respondent from recovering the amounts based on the above said impugned order

WP No.33353 of 2016

Forbearing the respondents herein from, in any manner effecting recovery of any amount from the bills of the petitioner by unilaterally calculating the price variation amount and directing to refund the amounts which were unilaterally deducted already from the bills of the petitioner with regard to the work of Package No.59 - Improvements work in Vandavasi (H) Construction and Maintenance Sub Division jurisdiction

WP No.33354 of 2016

Forbearing the respondents herein from, in any manner effecting recovery of any amount from the bills of the petitioner by unilaterally calculating the price variation amount and directing to refund the amounts which were unilaterally deducted already from the bills of the petitioner with regard to the work of Improvements on Government Roads in Thandrapet (H) construction and maintenance sub division jurisdiction

WP No.33554 of 2016

To call for the entire records relating to the impugned order of the 3rd Respondent in his Letter No.WF70/ 2015- 16/ A1 dated 28.08.2016 and quash the same and consequently forebear the Respondent from recovering the amounts based on the above said impugned order

WP No.33555 of 2016

To call for the entire records relating to the impugned order of the 3rd Respondent in his Letter No.WF44/ 2014- 15/ A1 dated 14.06.2016 and quash the same and consequently forebear the Respondent from recovering the amounts based on the above said impugned order

WP No.33905 of 2016

calling for the records relating to the proceedings of the 4th respondent in LR No.WF/24/ 2014-15B3 dated 14.6.2016 and quash the same and consequently forbear the respondents herein from in any manner effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.33906 of 2016

calling for the records relating to the proceedings of the 4th respondent in LR No.WF/48/ 2014-15A3 dated 19.8.2016 and quash the same and consequently forbear the respondents herein from in any manner effecting recovery of any amount from the bills of the petitioner in respect of other works carried out by her pursuant to the said impugned order or otherwise

WP No.34942 of 2016

To call for the entire records relating to the impugned order of the 3rd respondent in his letter No. WF 39/2014-15/B3 dated 14.06.2016 and quash the same and consequently forebear the respondent from recovering the amounts based on the above said impugned order

WP No.35442 of 2016

To call for the entire records relating to the impugned order of the 3rd respondent in his letter No. WF 69/2015-16/A1 dated 28.08.2016 and quash the same and consequently forebear the respondents from recovering the amounts based on the above Said impugned order

WP No.35590 to 35593 of 2016 & 35961/16

Directing the second respondent to follow the terms of the G.O.Ms.No. 101 Public Works (G2) Department dated 10.06.2009, taking the base rate from the date of signing works agreement to end of agreement period and consequently direct the second respondent to settle all the amount due to the petitioner

WP No.36334 of 2016

Forbearing the Respondents herein from, in any manner effecting recovery of any amount from the Bills of the Petitioner by unilaterally calculating the Price Variation Amount and directing to refund the amounts which were unilaterally deducted already from the Bills of the Petitioner with regard to the work of Package No.33 - Improvements and Construction to drain on both sides works in Chengam (H) Construction and Maintenance Sub Division Jurisdiction

WP No.36335 of 2016

Forbearing the Respondents herein from, in any manner effecting recovery of any amount from the Bills of the Petitioner by unilaterally calculating the Price Variation Amount and directing to refund the amounts which were unilaterally deducted already from the Bills of the Petitioner with regard to the work of Package No.31 - Improvements, Road Safety and Improving the S Curve including strengthening the Carriage Way Works in Thandrapet (H) Construction and Maintenance Sub Division Jurisdiction

WP No.36336 of 2016

Forbearing the Respondents herein from, in any manner effecting recovery of any amount from the Bills of the Petitioner by unilaterally calculating the Price Variation Amount and directing to refund the amounts which were unilaterally deducted already from the Bills of the Petitioner with regard to the work of Package No.35 widening from double lane to multilane,

strengthening and improvements of Works in Tiruvannamalai (H)
Construction and Maintenance Sub Division Jurisdiction

WP No.36337 of 2016

Forbearing the Respondents herein from, in any manner effecting recovery of any amount from the Bills of the Petitioner by unilaterally calculating the Price Variation Amount and directing to refund the amounts which were unilaterally deducted already from the Bills of the Petitioner with regard to the work of Package No.30 - Strengthening and Improvement Work in Tiruvannamalai (H) Construction and Maintenance Sub Division Jurisdiction

WP No.36338 of 2016

Forbearing the Respondents herein from, in any manner effecting recovery of any amount from the Bills of the Petitioner by unilaterally calculating the Price Variation Amount and directing to refund the amounts which were unilaterally deducted already from the Bills of the Petitioner with regard to the work of Package No.29 - Improvements Works in Tiruvannamalai (H) Construction and Maintenance Sub Division Jurisdiction

WP No.36496 of 2016

To call for the entire records relating to the 3rd respondent Circular Memo No.17191/ Contracts-1/2015, dated 21.12.2015 and quash the same and consequently direct the respondents to release the withheld amounts under bills relating to the Contracts Package No. 1/14-15, Package No.2/14-15, Package No.36/15-16, Package No.37/15-16 and Package No. 43/15-16

WP No.36497 of 2016

To call for the entire records relating to the 3rd respondent Circular Memo No.17191/ Contracts-1/2015, dated 21.12.2015 and quash the same and consequently direct the respondents to release the withheld amounts under bills relating to the Contracts Package No. 7/14-15 and Package No.40/15-16

WP No.36780 of 2016

Directing the respondents to follow the escalation method as per agreement dated 01.12.2015 provided vide agreement in "price variation clause for works in clause No.2(7&10)"

WP No.36944 of 2016

Directing the respondents to follow the escalation method as per agreement dated 02.12.2015 provided vide agreement in price variation clause for works in clause No.2(7&10)

WP No.36945 of 2016

Directing the respondents to follow the escalation method as per agreement dated 02.12.2015 provided vide agreement in price variation clause for works in clause No.2(7&10)

WP No.37366 of 2016

Forbearing the respondents herein from, in any manner effecting recovery of any amount from the bills of the petitioner by unilaterally calculating the price variation amount and directing to refund the amounts which were unilaterally deducted already from the bills of the petitioner with regard to the work of Strengthening of Kallakurichi Thiruvannamalai Road in KM 58/0 - 63/4

WP No.37474 of 2016

Call for the records of the second respondent file in M.Book Page No. 17/3751A dated 02.09.2016 in respect of L.S.1st & Part Bill in respect of tender for widening, strengthening, improvements retaining wall to the Government Roads in Sankarapuram (H) C&M Subdivision (Package-25) and quash the same and to direct the second respondent to follow the terms of the G.O.Ms.No. 101 Public Works (G2) Department dated 10.06.2009, taking the base rate from the date of Signing works agreement to end of agreement period and settle the amount due for tenders Thirukolur (H) C&M Sub Division-Widening from SL to IL and strengthening to Kandachipuram-Arakandanallur Road km 0/0-9/2 (package-23) to the petitioner

WP No.37475 of 2016

Call for the records of the second respondent file in M.Book Page No. 17/3751A dated 02.09.2016 in respect of L.S.1st & Part Bill in respect of tender for widening, strengthening, improvements retaining wall to the Government Roads in Sankarapuram (H) C&M Subdivision (Package-25) and quash the same and to direct the second respondent to follow the terms of the G.O.Ms.No. 101 Public Works (G2) Department dated 10.06.2009, taking the base rate from the date of Signing works agreement to end of agreement period and settle the amount due for tenders Sankarapuram (H) C&M Sub Division-Widening from DL to ML and strengthening in KM 13/0-13/4, 14/4-15/0, 18/2-18/4, 22/2-24/0 and strengthening Km 6/6-8/0 of...

WP No.37985 of 2016

Calling for the records relating to the impugned order in Thakithu No.Sippam 25/2014-2015/A1 dated 13.10.2016 on the file of the 4th respondent quash the same

WP No.37986 of 2016

Calling for the records relating to the impugned order in Thakithu No.Sippam 72/2015/ Ko.Ka dated 13.10.2016 on the file of the 4th respondent quash the same

WP No.38240 of 2016

Calling for the records relating to the impugned order in Thakithu NO. Sippam 23/2014-2015/ A1 dated 13.10.2016 on the file of the 4th respondent quash the same

WP No.38352 of 2016

Calling for the records of the 4th Respondent herein relating to Letter NO.806/ 2016-1/ A3 dated 02.06.2016 and Letter No.806/ 2016/ A3 dated 25.07.2016 and quash the same and consequently, direct the 4th Respondent herein to forthwith pay the petitioner the sum of Rs.18,49,404/- unilaterally recovered by the 4th Respondent from the Petitioners Bonus/ Retention amounts together with interest at the rate of 24% p.a. from 02.06.2016 till the date of actual payment

WP No.38353 of 2016

Calling for the records of the 4th Respondent herein relating to Letter NO.806/ 2016-1/ A3 dated 01.07.2016 and quash the same and consequently, direct the 4th Respondent herein to forthwith pay the petitioner the sum of Rs.52,63,182/- unilaterally recovered by the 4th Respondent together with interest at the rate of 24% p.a. from the dates of respective recovery till the date of actual payment

WP No.38368 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 69, Improvements works in Tirupathur and Vaniyambadi (H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38369 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 70, Improvements, Widening from Single lane to Intermediate lane and Strengthening works in Tirupathur

(H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38370 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 67, Improvements, Widening from Intermediate lane to Double lane and Strengthening works in Tirupathur (H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38371 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 71, Improvements and Strengthening works in Tirupathur (H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38372 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 66, Improvements works in Vaniyambadi (H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38373 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 21 - Improvements and Widening from single Lane to Intermediate Lane and Junction Improvements works in Vaniyambadi (H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38374 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 65 - Improvements works in Vaniyambadi (H)

C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38375 of 2016

Forbearing the respondents from recovering any amount from the petitioner under the price adjustment mechanism without following the guidelines issued in Government Orders in G.O.Ms. No.101, Public Works (G2) Department dated 10.6.2009 for the work viz., Package 68 - Improvements works in Tirupathur (H) C&M Sub Division Jurisdiction executed by the petitioner and direct the respondents to refund amount which was already recovered

WP No.38741 of 2016

To call for the entire records relating to the 3rd respondent Circular Memo No.17191/ Contracts-1/2015, dated 21.12.2015 and quash the same and consequently direct the Respondents to release the withheld amounts under bills relating to the Contracts Package No.38/ 15-16

WP No.39744 of 2016

To call for the entire records relating to the 3rd respondent Circular Memo No. 17191/ Contracts-1/2015, dated 21.12.2015 and quash the same and consequently direct the respondents to release the withheld amounts under bills relating to the Contracts Packages

WP No.40001 of 2016

Calling for entire records pertaining to the order in Ref. Memo No.763/ 2016/S/dated 2.11.2016 passed by the 3rd respondent and quash the same as illegal and thereby directing the respondents to strictly apply price variance from the date of signing work agreement up the end of the agreement period provided for package 53 - Improvement and Reconstruction of slab culvert works in Cheyar (C&M) Sub Division within the control of the 3rd respondent as per G.O.Ms. No.101 PW (G2) Department dated 10.6.2009 within a time bound period

WP No.40258 of 2016

Calling for the records relating to the order passed in Ka.No. Sippam 67/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs. 63,40,915/- which was already recovered to the petitioner

WP No.40259 of 2016

Calling for the records relating to the order passed in Ka.No. 69/2015-2016/A2 dated 28.10.2016 on the file of the 4th

respondent quash the same and direct the respondents to refund amount of Rs. 77,51,017/- which was already recovered to the petitioner

WP No.40260 of 2016

Calling for the records relating to the order passed in Ka.No. Sippam 70/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs. 70,36,199/- which was already recovered to the petitioner

WP No.40310 of 2016

Forbearing the respondents from an any manner deducting the final payments effected to Package-39-improvement and providing Center Median works in Cheyyar (H) (C&M) Sub Division Jurisdiction ordered in ref Memo.No.CC/2015/ A-4/C.R. (5) Years/ dated 11.08.2015 passed by the 2nd respondent and Package - 41 - Improvements, Reconstruction of Culvert and Providing Junction Improvements works in Cheyyar (H) (C&M) Sub Division Jurisdiction ordered in ref Memo.No.4297/ 2015/A-4/C.R.(5) years/ dated 29.09.2015 passed by the 2nd respondent from the payments of Package 53 - Improvement and reconstruction of slab culvert works in Cheyyar (C&M) sub division dated 03.10.2016 as claimed by the petitioner in his letter dated 1-11-16

WP No.40344 of 2016

calling for the records relating to the order passed in Ka.No.Sippam 65/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs.79,27,903/- which was already recovered to the petitioner

WP No.40345 of 2016

calling for the records relating to the order passed in Ka.No.Sippam 68/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs.78,92,235/- which was already recovered to the petitioner

WP No.41572 of 2016

Calling for the records relating to the order passed in Ka.No.Sippam 66/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs.87,20,425/- which was already recovered to the petitioner

WP No.41573 of 2016

Calling for the records relating to the order passed in Ka.No.Sippam 64/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs.25,69,949/- which was already recovered to

the petitioner

WP No.41574 of 2016

Calling for the records relating to the order passed in Ka.No.Sippam 21/2015-2016/A2 dated 28.10.2016 on the file of the 4th respondent quash the same and direct the respondents to refund amount of Rs.1,29,74,874/- which was already recovered to the petitioner

WP No.41986 of 2016

Directing the 2nd respondent to follow the terms of the G.O.Ms.No.101 Public Works (G2) Department dated 10.06.2009, taking the base rate from the date of signing works agreement to end of agreement period and consequentially direct the 2nd respondent to settle the entire amount due to the petitioner

For Petitioners :

Mr.A.R.L.Sundaresan SC for
A.L.Gandhimathi

...W.P.Nos.33905, 33906,
33053/16, 30860 to 30865/16,
33353 & 33354/16, 38352 &
38353/16 36334 to 36338/16,
37366/16, 30371/16, 31487/16

Mr.G.Masilamani SC for
D.Balaraman

... W.P.Nos.34942, 36496,
36497, 33554, 33555, 39744,
38741, 35442/16, 33332 to
33335/16, 32880 to 32883/16

Mr.C.Yokesh

... W.P.No.30364, 36944, 36945,
36780 of 2016

Mr.K.Sridhar

... W.P.No.35960, 35961, 35590 to
35593/16, 37474 37475,
32021 & 32022 of 2016

Mr.S.Doraisamy

... W.P.No.38368 to 38375, 29871,
29872, 29992 to 29994,
30052, 30053, 30527, 40258 to
40260, 40344, 40345, 37985,
37986, 41572 to 41574/16 & 38240/16

Mr.P.Srinivas

....W.P.No.30168 of 2016

Mr.K.Mohanamurali

... W.P.No.40001/16, 40310/16

Mr.D.Senthil Kumar

... W.P.No.31193, 31194 of 2016

Mr.R.Jayaprakash ... W.P.No.41986 of 2016

Mr.A.K.Myilsamy ...W.P.No.31622 of 2016

For Respondents :

Mr.R.Muthukumarasamy A.G

Assisted by Mr.A.Kumar SGP,
Mr.S.V.Duraisolaimalai AGP,
Mr.A.N.Thambidurai SGP
Mr.R.A.S.Senthilvel AGP

Mr.C.Manishankar, AAG

Assisted by
P.Sanjay Gandhi AGP

COMMON ORDER

The issue involved in all these writ petitions are identical and common. The learned counsel on either side have advanced common arguments in all these writ petitions. Therefore, these writ petitions are taken up together and are disposed of by this Common order.

2. For the purpose of delineating the factual matrix involved in these group of writ petitions, the facts involved in WP No. 33905 of 2016 are taken up for consideration as a test case.

3. According to the petitioner in WP No. 33905 of 2016, they are registered contractors with the Government of Tamil Nadu for doing contractual works relating to laying of road and/or widening of the existing roads through the Highways Department. According to the petitioner, the third respondent has floated a tender calling applications for carrying out works of widening, strengthening and improvements of Government roads including widening of culverts in Thalavadi (H) construction and maintenance division. As per the tender notification, the respondents prepared an estimate at Rs.5.87 Crores. At the time of preparation of such estimate for the works to be awarded, the respondents have taken into account the prevailing rates of various inputs, labours, hire charges for machineries and other factors. Such an estimate was prepared with the object of ensuring that if there is an escalation in the prices of the various commodities such as bitumen, oil and lubricants, cement, steel, labour charges or hire charges for machineries etc., it would not have a bearing at the time of completion of the work and/or settlement of the final bill to the contractors. This is more so that the prices of these commodities would fluctuate from time to time and such fluctuation depends upon various factors, including the policy

decision of the Government to increase the tax on the commodity or any other indirect taxes. With this object, the Government issued GO Ms. No.60, Public Works Department dated 14.03.2008 which formed the basis of providing price adjustment clause in the agreement. In the said Government Order, the basis on which the price variation clause would be incorporated in the agreements has been clearly prescribed. Subsequently, yet another order was passed in GO Ms. No.191, Public Works Department dated 10.06.2009 by modifying certain clause in the earlier GO Ms. No.60 dated 14.03.2008. As per GO Ms. No.191 dated 10.06.2009, the price variation applicable to contracts of more than 12 months and those contracts which are less than 12 months are indicated. It is clearly stated therein that price adjustment clause will be applicable for all works where value of work put to tender costing Rs.100 lakhs and above. However, no price adjustment will be applicable for maintenance and repair works. Further, price adjustment will apply only when the rates exceed or decrease by 3% or more as compared to the estimated rates (RBI index price). The price adjustment shall be calculated only on the departmental estimated cost of work. It is on the basis of the above orders of the Government and also by incorporating the procedures prescribed in the above said Government Order, the bid submitted by the petitioner was accepted and they were awarded the contract by issuing a Letter of Acceptance dated 03.12.2014. On 28.12.2014, the petitioner entered into an agreement with the third respondent which contain several clauses. As per the agreement, the petitioner has completed the work awarded to them satisfactorily and the final bill raised by the petitioner was also paid to them to the tune of Rs.4,89,80,756/-.

4. After the petitioner completed the work, the fourth respondent herein, by applying the price adjustment clause contained in the agreement and by applying the guidelines prescribed in GO Ms. No.60 dated 14.03.2008 and GO Ms. No.101 dated 10.06.2009 arrived at the price variation at (-) Rs.15,00,175/-, deducted the same from the bill and paid the balance contractual amount to the petitioner. After the petitioner has completed the work and got the contractual amount settled, the respondents, by applying the base date for price variation as on the date of the estimate and not on the date on which the agreement was signed between the contractors, attempted to effect deductions from the bills submitted by the petitioners in the ongoing contracts.

5. The grievance of the petitioners is that there would be a steep difference in the rates or prices of commodities between the date on which the estimate was drawn and the date on which the agreement was entered into between the contractors. When the petitioner came to know about the attempts made by the respondents to effect deductions from the bills pertaining to

the on-going contract works, they submitted a representation dated 05.07.2016 through the Association called Builders' Association, Southern Branch. As the representation has not been considered, the petitioner earlier filed WP No. 25259 of 2016 before this Court praying for a Writ of Mandamus to direct the respondents 1 to 3 to consider the representation dated 05.07.2016 and grant price variation/price escalation to the members of the association. On 22.07.2016, the writ petition was disposed of with a direction to the second respondent herein to consider the claim of the Association and to pass orders thereon within a period of twelve weeks. Pursuant to such direction, the fourth respondent has passed the impugned order dated 14.06.2016 stating that on the basis of 'pass through basis' method, a sum of Rs.46,04,267/- is sought to be recovered from the petitioner. Aggrieved by the same, the petitioner has filed WP No. 33905 of 2016 challenging the order passed by the respondents.

6. In some of the petitions namely WP Nos. 35590 to 35593 of 2016, the petitioners have sought for issuance of a Writ of Mandamus directing the respondents to follow the terms of GO Ms. No.101, Public Works Department dated 10.06.2009 taking the base rate from the date of signing works agreement to end of agreement period and consequently direct the respondents to settle all the amount due to them. In these writ petitions, the petitioners would mainly contend that the respondents are not justified in adopting the price variation for the material costs from the date of estimate done by them, instead, such method has to be adopted from the date on which the respective petitioners have signed the agreements till the completion and/or validity period of the agreements. According to the petitioners, the respondents have arrived at an estimate six months prior to the date on which the petitioners have entered into agreements and therefore, taking into account the rates prevailing six months prior to the date of agreement is arbitrary and unreasonable. According to the petitioners, the respondents would be justified only if they adopt the price variation method as per GO Ms. No.101, Public Works Department dated 10.06.2009, particularly Clause C thereof and if it is not considered, the petitioners would be put to irreparable loss and hardship.

7. Mr. G. Masilamani, learned Senior counsel appearing for some of the petitioners would contend that the amount is sought to be deducted by the respondents contrary to the covenants contained in the agreement between the parties. The respondents, by misinterpretation of the specified clause contained in the agreement, have evolved upon a method to deduct the amount from the on-going projects, which was not agreed upon by the petitioners. When the agreement clearly set out the method for process of price variation and escalation as per the orders of the Government, the respondents are estopped from

adopting a method to deduct the amount on the basis of a purported objection raised by the audit team. Moreover, while placing reliance on the audit objection, the respondents have not put the petitioners on notice or afforded them an opportunity of hearing before passing the impugned orders. Therefore, according to the learned Senior counsel for the petitioners, the impugned orders are per se in violation of the principles of natural justice and on that ground they are liable to be set aside by this Court.

8. Mr. Ar.L. Sundaresan, learned Senior counsel appearing for some of the writ petitioners in this batch of cases, would vehemently contend that the respondents/State is bound to act fairly and reasonably. After the petitioners have completed the work to their satisfaction and as per the terms and conditions, the respondents cannot unilaterally change the rules of the game. In any event, the impugned orders have been passed without even affording an opportunity of hearing to the petitioners and therefore they are liable to be set aside. Further, the method of evaluating the price variation is clearly incorporated in the agreement and beyond the terms stipulated, the respondents are not entitled to resort to a new method which was not part of the conditions of the agreements entered into by the petitioners. In support of his contentions, the learned Senior counsel placed reliance on the decision of the Honourable Supreme Court in (State of Karnataka vs. Shree Rameshwara Rice Mills, Thirtharalli) (1987) 2 Supreme Court Cases 169 wherein it was held that in contractual matters, the Government is entitled to assess the damages only when breach of condition of the contract is undisputed and the Government cannot on their own decide the disputed questions of breach and damages.

9. Mr. Ar.L. Sundaresan, learned Senior counsel for the petitioners also relied on the decision of the Honourable Supreme Court in (ABL International Limited and another vs. Export Credit Guarantee Corporation of India Limited and others) (2004) 3 Supreme Court Cases 553 wherein it was held that it is not an absolute rule that in all cases involving disputed questions of fact, the parties should be relegated to remedy before a Civil Court and the writ petition under Article 226 of The Constitution of India is maintainable.

10. The learned Senior counsel for the petitioners also placed further reliance on the decision of the Honourable Supreme Court in the case of (Nagarjuna Corporation Co Ltd., Vs. Government of Andhra Pradesh and others) (2009) 3 MLJ 495 to contend that the impugned orders have been passed by the respondents without affording any opportunity to the petitioners and it is in violation of principles of natural justice.

11. Mr. Muthukumarasamy, learned Advocate General appearing

for the respondents would vehemently oppose the writ petitions. According to the learned Advocate General the petitioners are fully aware of the clauses contained in the agreement, particularly the clause relating to adjustment of price variation contained therein. Thus, the adjustment of amount towards price variation is part and parcel of the agreements entered into by the petitioners with the respective respondent. It is the contention of the learned Advocate General that the estimated rate contained in the agreement is referable to the prevailing price at the time of preparation of such estimate and it may vary at the time of execution and/or completion of the work. In such event, the rate to be adopted must be on par with the prevailing price index rate on the concerned date. In other words, the price variation will be higher or less depending upon the rate of material during the time of execution or completion of the work. Therefore, based on such price variation, the respondents are fully justified in recovering the amount from the petitioners.

12. As regards the reliance placed on the reference made by the Accountant General of the State, while passing the impugned order, the learned Advocate General would contend that Accountant General is the ultimate authority to point out the procedural defects in the financial transactions involved in the work and any amount due to the Government has to be deducted without any compromise from the contractor. Even if the work has been completed and the entire amount has been settled, still, the amount, if any due from the contractor, can be recovered and remitted to the account of the Government. In any event, the amount deducted towards price variation is due to the downward trend of cost of materials and such deduction is as per the guidelines contained in the order passed by the Government in GO Ms. No.60, Public Works Department dated 14.03.2008 and GO Ms. No.101, Public Works Department dated 14.03.2008 and G.O. Ms. No.101, Public Works Department dated 10.06.2009. According to the learned Advocate General, the price variation clause is incorporated in the agreement only with a view to safeguard the contractor from the increase and/or fluctuation in the cost of material components in future during the execution of the contractual work. When once the petitioners accepted the conditions relating to price variation, they are estopped from questioning the same by filing the present writ petitions.

13. By placing reliance on the conditions incorporated in the agreements entered into with the respective petitioners, particularly the price variation clause for works, the learned Advocate General would contend that the contract price shall be adjusted during the execution of the work in terms of GO Ms. No.60, Public Works Department dated 14.03.2008 and GO Ms. No.60, Public Works Department dated 10.06.2009. The learned

Advocate General has brought to the notice of this Court clause 5 under the heading "price variation clause for works" contained in the agreement wherein it was clearly stated that "the price adjustment shall be calculated only on the departmental estimated cost of the work. For Bitumen and POL, Price Adjustment will be calculated on "pass through" basis taking sanctioned estimate rates for Bitumen & POL as base rate". Similarly, in clause 6 thereof, it was stated that "in respect of bitumen and POL, it may be considered on "pass through" basis with payment of actual rate/price at the rates charged by Indian Oil Corporation."

14. By quoting the above terms contained in the agreement, the learned Advocate General would contend that the method adopted by the respondents namely "pass through" basis is very much incorporated in the agreement and therefore, it cannot be contended that the method or formula adopted by the respondents is not provided in the agreement at all. In this context, the learned Advocate General relied on the decision of the Honourable Supreme Court in (Joshi Technologies International Inc., vs. Union of India and others) (2015) 7 Supreme Court Cases 728 wherein it was held that the High Court, in exercise of jurisdiction under Article 226 of The Constitution of India, specifically while dealing with a contractual dispute, cannot look into doctrine of legitimate expectation, reasonableness and fairness when no public law element of the government contract is involved. In Para No.70 and 71, the Honourable Supreme Court has laid down guidelines to be followed in matters of contractual dispute, which reads as follows:-

"70. Further, the legal position which emerges from various judgments of this Court dealing with different situations/aspects relating to the Civil Appeal No. 6929 of 2012 Page 60 of 66 Page 61 contracts entered into by the State/public Authority with private parties, can be summarized as under:

70.1 At the stage of entering into a contract, the State acts purely in its executive capacity and is bound by the obligations of fairness.

70.2 State in its executive capacity, even in the contractual field, is under obligation to act fairly and cannot practice some discriminations.

70.3 Even in cases where question is of choice or consideration of competing claims before entering into the field of contract, facts have to be investigated and found before the question of a violation of Article 14 could arise. If those facts are disputed and require assessment of evidence the correctness of which can only be tested satisfactorily by taking detailed evidence, Involving examination and cross- examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings

under Article 226 of the Constitution. In such cases court can direct the aggrieved party to resort to alternate remedy of civil suit etc.

70.4 Writ jurisdiction of High Court under Article 226 was not intended to facilitate avoidance of obligation voluntarily incurred.

70.5 Writ petition was not maintainable to avoid contractual obligation. Occurrence of commercial difficulty, inconvenience or hardship in performance of the conditions agreed to in the contract can provide no justification in not complying with the terms of contract which the parties had accepted with open eyes. It cannot ever be that a licensee can work out the license if he finds it profitable to do so: and he can challenge the conditions under which he agreed to take the license, if he finds it commercially inexpedient to conduct his business.

70.6 Ordinarily, where a breach of contract is complained of, the party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed. Otherwise, the party may sue for damages.

70.7 Writ can be issued where there is executive action unsupported by law or even in respect of a corporation there is denial of equality before law or equal protection of law or if can be shown that action of the public authorities was without giving any hearing and violation of principles of natural justice after holding that action could not have been taken without observing principles of natural justice.

70.8 If the contract between private party and the State/ instrumentality and/or agency of State is under the realm of a private law and there is no element of public law, the normal course for the aggrieved party, is to invoke the remedies provided under ordinary civil law rather than approaching the High Court under Article 226 of the Constitutional of India and invoking its extraordinary jurisdiction.

70.9 The distinction between public law and private law element in the contract with State is getting blurred. However, it has not been totally obliterated and where the matter falls purely in private field of contract, this Court has maintained the position that writ petition is not maintainable. The dichotomy between public law and private law, rights and remedies would depend on the factual matrix of each case and the distinction between public law remedies and private law, field cannot be demarcated with precision. In fact, each case has to be examined, on its facts whether the contractual relations between the parties bear insignia of public element. Once on

the facts of a particular case it is found that nature of the activity or controversy involves public law element, then the matter can be examined by the High Court in writ petitions under Article 226 of the Constitution of India to see whether action of the State and/or instrumentality or agency of the State is fair, just and equitable or that relevant factors are taken into consideration and irrelevant factors have not gone into the decision making process or that the decision is not arbitrary.

70.10 Mere reasonable or legitimate expectation of a citizen, in such a situation, may not by itself be a distinct enforceable right, but failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirements of due consideration of a legitimate expectation forms part of the principle of non-arbitrariness.

70.11 The scope of judicial review in respect of disputes falling within the domain of contractual obligations may be more limited and in doubtful cases the parties may be relegated to adjudication of their rights by resort to remedies provided for adjudication of purely contractual disputes.

71) Keeping in mind the aforesaid principles and after considering the arguments of respective parties, we are of the view that on the facts of the present case, it is not a fit case where the High Court should have exercised discretionary jurisdiction under Article 226 of the Constitution. First, the matter is in the realm of pure contract. It is not a case where any statutory contract is awarded.

15. I heard the submissions of the learned counsel appearing for the respective petitioners and the learned Advocate General appearing for the respondents. For adjudicating the rival contentions urged before this Court in these batch of writ petitions, it is just and proper to refer to the conditions incorporated in the agreement between the parties. The special conditions for regulating price adjustment, as provided in the agreement entered into between the parties reads as follows:-

1. The contract price shall be adjusted for increase or decrease in rates and price, labour, materials, fuel and lubricants in accordance with the G.O. Ms. No.60, Public Works (G2) Department dated 14.03.2008 and G.O. Ms. No.101, Public Works (G2) Department dated 10.06.2009. (1) The operative date herein after referred to means the last date of submission of bid if the agreement is signed within the minimum specified time as specified in

Clause 9.2 of section II failing which the operative date will be the date of agreement.

2. The operative period hereinafter referred to means the time for completion of work mentioned in the contract. For the purpose of calculating adjustment in the tender price by way of payments/refunds arising out of variation in the cost of materials, P.O.L. and labour wages. The operative period shall end on the last date of completion period as per the contract or with the last date of the valid period of time extension granted, only to cover the increase in the original scope of the work resulting in increase in the quantum of work near and above the approved designs and as per terms of contract and time extension granted. In case work is suspended, the period of extension granted shall be considered in continuation of the original operative period as mentioned above. The operative period will also include the extension of time granted on valid grounds for reasons not attributable to the contractor. For extension of time granted for any other reason, whatsoever, no adjustment in the contract prices shall be made on account of variation in the prices in the prices of materials, P.O.L. and labour charges.

16. In the very same Special Conditions, in clause No.6 under the head adjustment in the cost of bitumen, it was specifically indicated that "the price adjustment for Bitumen shall be calculated as per Pass through basis with reference to adequacy and the mile stone to be achieved. Therefore, it is evident that the pass through basis adopted by the respondents is very much incorporated in the agreements entered into between the parties and it cannot be said that such a formula or method adopted by the respondents is contrary to the terms and conditions of the agreement.

17. It is vehemently contended on behalf of the petitioners that the petitioners have completed the contractual work and they were also settled the bill amount payable under the contract. However, the amount is sought to be deducted from the on-going projects undertaken by the petitioner. According to the petitioners, the respondents have no right to deduct the amount from the on-going projects of the petitioners and therefore, the impugned order itself has been passed without jurisdiction. In this context, useful reference can be made to clause 110.12 of the Tamil Nadu Highways Manual wherein it was indicated as follows:-

"110.12 In every case in which provision is made for recovery of money from the contractor, the Government shall be entitled to retain or deduct the amount therefor from any moneys that may be due or may become due to the contractor under this or under any other contract or contracts or on any other account whatsoever and or under the Revenue Act after serving a notice to the effect."

18. As far as the contentions urged on behalf of the petitioners that the amount is sought to be recovered after the entire work has been completed is concerned, clause 4.5 of the commercial conditions annexed along with the tender notifications clearly stipulates that "making final payment shall not discharge or release the contractor from his responsibilities and liabilities under the contract". Thus, it would mean that if there is any amount recoverable from the contractor, the respondents have the right to deduct such money even after the contractor has completed the contract work and were paid the contractual amount. In other words, even after the amount is paid to a contractor, if the respondents come across any amount deductible from the contractor, it is well open to the respondents to do so in terms of clause 4.5 of the commercial conditions incorporated in the agreement. Therefore, this argument of the petitioners cannot be countenanced and it has to be rejected.

19. As rightly pointed out by the learned Advocate General appearing for the respondents, the price variation clause incorporated in the tender conditions may or may not result in deduction of the amount. When the price of materials increases, the additional amount has to be paid to the contractor by the department and when the prices of materials decrease, then the resultant recovery would be effected from both the contractors. In the present case, by reason of reduction of some prices during the subsistence of the contract, it has become necessary to deduct the amount from the petitioners. Thus, the price variation method would either becomes profitable to the contractor or may not be profitable to them and it largely depends on the fluctuation or variation in the price of commodities. The application of price variation method may result in either way. As held by the Honourable Supreme Court in the decision rendered in Joshi's case mentioned supra, a licensee can work out the license if he finds it profitable to do so: and he can challenge the conditions under which he agreed to take the license, if he finds it commercially inexpedient to conduct his business. Such an observation made by the Honourable Supreme Court can be made applicable to the facts of this case. In this case, as mentioned above, by reason of decrease in prices of certain commodities, the invocation of the price variation clause and/or deduction of the amount has become

necessity and that cannot be questioned by the petitioners.

20. As far as WP Nos. 35590 to 35593 of 2016, the petitioners have mainly contended that the respondents are not justified in adopting the price variation for the material costs from the date of estimate done by them, instead, such method has to be adopted from the date on which the respective petitioners have signed the agreements till the completion and/or validity period of the agreements. Such a contention cannot be countenanced. First of all, the price adjustment shall be calculated only on the departmental estimated cost. Further, the contractual relationship between the parties commences even prior to the date on which the agreements are entered into between the parties. After the department makes an estimate and indicates it in the tender notification, the contractor will be in a position to quote their respective price. Therefore, it is evident that the date on which the department estimates the price will form the basis for adopting the price variation method and I find no reason to interfere with the same.

21. As regards the non-adherence of principles of natural justice, it has to be stated that earlier, the Government issued G.O. Ms. No. 60, Public Works Department dated 14.03.2008. Complaining that certain clauses incorporated therein cannot be applied and they require modification, on behalf of the contractors, M/s. Builders Association of India (Southern Centre) have sent several representations based on which the Government constituted a committee. After considering the reports of the committee, amendments were brought to GO Ms. No.60 by issuing GO Ms. No. 101 dated 10.06.2009 came to be issued. Thus, it is evident that the grievances expressed on behalf of the contractors like the petitioners were heard by the Government and thereafter certain amendments were issued to the earlier GO Ms. No.60 dated 14.03.2008 by issuing GO Ms. No.101 dated 10.06.2009. Further, the petitioners are fully aware of the terms and conditions of the agreements and having signed the same with open eyes, they are estopped from questioning the same. In the case of petitioners in WP Nos. 35590 to 35593 of 2016, they are not disputing the adoption of price variation method, but they would only contend that it has to be reckoned from the date of agreement and not from the date on which estimates have been made by the department. In such circumstances, it cannot be said that the orders which are impugned in these writ petitions have been passed behind the back of the petitioners.

22. As rightly pointed out by the learned Advocate General appearing for the State, in cases where there are disputes pertaining to contractual issues, the remedy lies only before

the Civil Court and these writ petitions cannot be entertained. In fact, there is a specific clause stipulated in the agreements that in case of any disputes, redress has to be worked out only before the competent Civil Court. When such a remedy is incorporated in the agreement entered into between the parties, the present writ petitions are not maintainable. Therefore also, I am not inclined to entertain these writ petitions on the ground of availability of alternative remedy before the competent Civil Court.

23. For all the reasons mentioned supra, the writ petitions are dismissed. No costs. Consequently, all the connected miscellaneous petitions are closed.

After pronouncing the order in the above batch of cases, the learned counsel appearing for some of the petitioners, for instance the petitioners in WP Nos. 35590 to 35593 of 2016 would submit that pending writ petitions, this Court granted interim stay on condition that the petitioners shall furnish bank guarantee in favour of the respondents and on receipt of the same, the respondents were directed to release the amount payable to the petitioners. As directed, the petitioners have also furnished bank guarantee to the respondents, however, they were not paid the amount as directed by this Court. Now, the writ petitions are dismissed and therefore, the learned counsel for the petitioners prayed this Court to return the bank guarantee furnished by the petitioners.

2. On the above contention, this Court heard the learned Advocate General appearing for the respondents.

3. Having regard to the above submissions of the learned counsel for the petitioners and taking note of the fact that final orders have been passed in the above writ petitions, the respondents are hereby directed to return the bank guarantees furnished by the petitioners during the pendency of the writ petitions, forthwith.

Sd/-

Asst.Registrar (CO)

/true copy/

Sub Asst. Registrar

To:

1. THE CHIEF ENGINEER
HIGHWAYS DEPARTMENT (C&M) CHENNAI.
2. THE SUPERINTENDENG ENGINEER
HIGHWAYS DEPARTMENT (C&M) D.NO.1653
HIGHWAYS COMPOUND TRICHY ROAD
COIMBATORE-641 018
3. THE DIVISIONAL ENGINEER
HIGHWAYS DEPARTMENT (C&M)
COIMBATORE-641 018.
4. THE DIVISIONAL ACCOUNTANT
HIGHWAYS DEPARTMENT (C&M)
COIMBATORE-641 018.
5. THE DIVISIONAL ENGINEER
HIGHWAYS DEPARTMENT (C&M)
POLLACHI-642 001
6. THE DIVISIONAL ACCOUNTANT
HIGHWAYS DEPARTMENT (C&M)
POLLACHI-642 001
7. THE CHIEF ENGINEER(H) (C&M)
HIGHWAYS DEPARTMENT HRS CAMPUS 76 SARDAR
PATEL ROAD GUINDY CHENNAI-600 025.
8. THE ACCOUNTANT GENERAL
361 ANNA SALAI TEYNAMPET
CHENNAI-600 018.
9. THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
GOBICHETTIPALAYAM ERODE DISTRICT.
10. THE SECRETARY TO GOVERNMENT PUBLIC WORKS
DEPARTMENT FORT ST. GEORGE SECRETARIAT
CHENNAI-600 009.
- 10.A. THE CHIEF ENGINEER[GENERAL]
HIGHWAYS DEPARTMENT, HRS COMPLEX,
GUINDY, CHENNAI 32.
11. THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUPUR

12. THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE CIRCLE 1653 TRICHY ROAD
COIMBATORE-641 018.
13. THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
POLLACHI
14. THE SUPERINTENDING ENGINEER
(H) CONSTRUCTION & MAINTENANCE CIRCLE ELLIS
CHATRAM ROAD VILLUURAM-605 401.
15. THE DIVISIONAL ENGINEER
C&M HIGH WAYS DEPARTMENT KALLAKURICHI
DIVISION KALLAKURICHI
16. THE SUPERINTENDING ENGINEER
HIGHWAYS (CONSTRUCTION & MAINTENANCE)
HIGHWAYS DEPARTMENT CONSTRUCTION &
MAINTENANCE TIRUPUR.
17. THE DIVISIONAL ENGINEER
CONSTRUCTION AND MAINTENANCE SIVAGANGAI.
18. THE SUPERINTENDING ENGINEER
HIGHWAYS CHENNAI CITY ROADS DIVISION
ANNA SALAI SAIDAPET CHENNAI-15
19. THE DIVISIONAL ENGINEER
HIGHWAYS CHENAI CITY ROADS DIVISION ANNA SALAI
SAIDAPET CHENNAI-15.
20. THE DIVISIONAL ENGINEER
C&M HIGH WAYS DEPARTMENT
VILLUPURAM-605 401.
21. THE CHIEF ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
HIGHWAYS OFFICE BUILDINGS HRS CAMPUS
SARDAR PATEL ROAD CHENNAI-25.
22. THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUPUR CIRCLE 39 COLLEGE ROAD
TIRUPUR-641 602.

23. THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
NO.101 POONDURAI ROAD MOOLAPALAYAM
ERODE-638 002.
- 24 THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
DHARAPURAM.
- 25 THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
CHEYYAR.
- 26 THE ASSISTANT DIVISIONAL
ENGINEER (H) (CONSTRUCTION AND MAINTENANCE)
VANDAVASI.
- 27 THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
SATHY MAIN ROAD GOBICHETTIPALAYAM-638 506
- 28 THE DIVISIONAL ENGINEER (H)
C&M HIGHWAYS DEPARTMENT CUDDALORE
- 29 THE SUPERINTENDING ENGINEER
NATIONAL HIGHWAYS THSCC COMPLEX OPP
MUNICIPAL BUS STAND CHENNAI-106
- 30 THE DIVISIONAL ENGINEER
NATIONAL HIGHWAYS TNSCC COMPLEX OPP
MUNICIPAL BUS STAND CHENNAI-106.
- 31 THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTENANCE
TIRUVANNAMALAI
- 32 THE DIVISIONAL ENGINEER
HIGHWAYS (C&M) VANIYAMBADI DIVISION
VANIYAMBADI VELLORE DISTRICT
- 33 THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION AND MAINTENANCE
SALEM CIRCLE

STEEL PLANT MAIN ROAD JAGIR
AMMAPALAYAM SALEM-636 302

34 THE SUPERINTENDING ENGINEER
HIGHWAYS CONSTRUCTION & MAINTANANCE
SALEM CIRCLE STEEL PLANT MAIN ROAD
JAGIR AMMAPALAYAM SALEM-636 302

35 THE DIVISIONAL ENGINEER
HIGHWAYS CONSTRUCTION & MAINTANANCE OPP TO
NATIONAL HOTEL OMALUR MAIN ROAD
SALEM-636 007

+10CCS to M/s.A.L.Ganthimathi, Advocate SR.No.18482
+1cc to Mr.A.K.Mylsamy, Advocate SR.No.18419
+15cc's to M/s.D.Balaraman, Advocate SR.No.18484,18769
+1cc to M/S.V.Vijay Shankar, Advocate SR.No.18445
+30cc's to Mr.S.Doraisamy, Advocate SR.No.18962
+2cc to Mr.K.Mohanamurali, Advocate SR.No.18496,18495
+4cc to Mr.C.Yokesh, Advocate SR.No.18471,18472,18473,18470
+11cc's Mr.K.Sridhar, Advocate SR.No.18976,18977,18979,18978
+1cc to Government Pleader SR.No.18289

Writ Petition Nos. 29871 of 2016
etc., batch

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ss(27/6/2017)

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