IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 12.01.2017
Pronounced on : 30-01-2017

CORAM :

THE HONOURABLE MR. JUSTICE B. RAJENDRAN
Writ Petition Nos. 40247 to 40251 of 2016

M/s. Sripathy Associates
a registered firm
represented by its Managing Partner
S. SrinivasaMoorthy
Son of K.S. Samiappan
62, Thangaperumal Street
Erode - 638 001 .. Petitioner in WP
Erode District 40247 to 40249

M/s. SRM Constructions
a registered firm rep. by
its Managing Partner
S. Boopathy
Son of P.R. Subramaniam
9/450, Kaspapettai
Erode - 638 115 .. Petitioner in WP.40250
Erode District

M/s. Emjay Constructions
a registered firm
represented by its Partner
K. Murugesan
Son of Krishnan
No.7, Central Street
Kilpauk Garden Colony .. Petitioner in WP.40251
Chennai - 600 010

Versus

1. The State of Tamil Nadu rep. by its
Secretary to Government
Animal Husbandry, Dairying and
Fisheries Department
Secretariat, St. George Fort
Chennai - 600 009

2. The Chief Engineer
Fisheries Department
DMS Complex
Teynampet
Chennai - 600 006 ..1st and 2nd Respondent in all WPs.

The Executive Engineer
Fishing Harbour Project Division
26, Sattaippar East Street
Nagapattinam - 611 001 ..3rd Respondent in 40247/16
and 40248/16

The Executive Engineer
Fishing Harbour Project Division
Near Vadasery Bus Stand
Nagarcoil 629 001 ..3rd Respondent in WP.40249/16, 40250/16, and 40251/16

The Union of India rep. by its
Secretary to Government
Ministry of Agriculture and
Farmers' Welfare Department of
Animal Husbandry, Dairying
and Fisheries
New Delhi .. 4th Respondent in all WPs.

WP No. 40247 of 2016:- Petition filed under Article 226 of The Constitution of India praying for a Writ of Mandamus directing the respondents 1 to 3 to settle the admitted liability of Rs.8,59,34,317/- as per Lr.No.DB/JE/C.1506/2016 dated 06.10.2016 issued by the second respondent, payable under the Agreement No.5/2013-14 dated 13.06.2013 along with the Price Escalation, Withheld amount and bonus for completion of the construction work relating to the Main Breakwater for Fishing Harbour at Poombuhar in Nagapattinam District, notwithstanding their financial constraints by considering the representations dated 29.07.2014, 23.02.2015, 02.04.2016, 12.05.2016 and 02.06.2016

WP No. 40248 of 2016:- Petition filed under Article 226 of The Constitution of India praying for a Writ of Mandamus directing the respondents 1 to 3 to settle balance outstanding amount due of Rs.23,03,62,770/- as per Lr.No.DB/JE/C.1506/ 2016 dated 06.10.2016 issued by the second respondent, payable under the Articles of Agreement No.14/2014-15 dated 24.11.2014 along with the interest for the construction of the work done relating to the Main Breakwater for Fishing Harbour at Poombuhar in Nagapattinam District by considering the representations dated 02.04.2016, 12.05.2016 and 02.06.2016.

WP No. 40249 of 2016:- Petition filed under Article 226 of The Constitution of India praying for a Writ of Mandamus directing the respondents 1 to 3 to settle the balance outstanding amount due of Rs.9,32,02,210.00 as per Lr.No.DB/JE/C.1506/ 2016 dated 06.10.2016 issued by the second respondent, payable under the Agreement No.19/2013-14 dated 24.10.2013 along with the Price Escalation, Withheld Amount and Bonus for completion of the construction work relating to the Breakwater and its approaches for Fishing Harbour at Colachal in Kanniyakumari District by considering the representations dated 20.07.2015, 02.04.2016, 12.05.2016 and 02.06.2016.

WP No. 40250 of 2016:- Petition filed under Article 226 of The Constitution of India praying for a Writ of Mandamus directing the respondents 1 to 3 to settle the balance outstanding amount due of Rs.5,98,56,993.00 as per

Lr.No.DB/JE/ C.1506/2016, dated 06.10.2016 issued by the second respondent, payable under the Agreement No.37/2013-14 dated 05.03.2014 along with the Price Escalation, Wtihheld amount and Bonus for completion of the construction fo Landside facilities at Chinnamuttam Fishing Harbour in Kanniyakumari District by considering the representations dated 08.04.2016, 10.05.2016 and 02.06.2016.

WP No. 40251 of 2016:- Petition filed under Article 226 of The Constitution of India praying for a Writ of Mandamus directing the respondents 1 to 3 to settle the balance outstanding due of Rs.19,51,98,161.00 as per Lr.No.DB/JE/C.1506/ 2016 dated 06.10.2016 issued by the second respondent, payable under the Agreement No.07/2013-14 dated 15.07.2013 along with the Price Escalation, Withheld Amount and Bonus for completion of the construction of Western Breakwater and its approaches for Fishing Harbour at Chinnamuttam in Kanniyakumari District by considering the representations dated 12.05.2015, 18.05.2016 and 02.06.2016.

For Petitioners : Mr. N. Manokaran
for Mr. D. Gopal
in all the Writ Petitions

For Respondents : Mr. A. Kumar, Special Government Pleader
for RR1 to 3
in all the Writ Petitions

Mr. Su. Srinivasan
Assistant Solicitor General for R4
in all the Writ Petitions

COMMON ORDER

The issue involved in these writ petitions are inter-related with each other. The learned counsel appearing on either side have advanced common arguments. Therefore, with their consent, the writ petitions are taken up for final disposal.

2. The grievance of the petitioners in all these writ petitions is that they have entered into a contract with the respondents 1 to 3 on 13.06.2013, 06.10.2016, 06.10.2016, 06.10.2016 and 15.07.2013 respectively for undertaking certain project works. The petitioners have also admittedly completed the project works five months before the time stipulated in the contract. The work completed by the petitioners have also been duly certified by the respondents 1 to 3, but the respondents 1 to 3 have not paid the contractual amount due and payable to them. According to the petitioners, only a portion of the amount has been paid to them by the respondents 1 to 3. The respondents 1 to 3 have not paid the balance amount due and payable to the petitioners. According to the petitioners, the petitioners have entered into the contract only with the respondents 1 to 3 and the entire contractual

amount has to be paid to them only by the respondents 1 to 3. The amount has not been paid by the respondents 1 to 3 on the ground that the Central Government has not released the funds. According to the petitioners, such a reasoning assigned by the respondents 1 to 3 cannot be sustained or it will not be a ground for not paying the contractual amount.

3. The petitioners have earlier filed WP Nos. 21374, 21375, 21376, 21377 and 21378 of 2016 before this Court praying for issuance of a Mandamus directing the respondents 1 to 3 to settle the respective balance outstanding amount under the agreements by considering their representations. This Court, by separate orders dated 22.06.2016, disposed of the writ petitions with a direction to the respondents 1 and 2 therein to consider the representations of the petitioners on merits and in accordance with law and pass appropriate orders within a period of eight weeks from the date of receipt of a copy of the order. According to the petitioners, even in the earlier writ petitions, they have categorically stated that they have completed the works entrusted to them, but the total amount payable to them under the contract together with interest, withheld amount and bonus were not paid. After the writ petitions have been disposed of by this Court on 22.06.2016, the petitioners have sent several representations to the respondents 1 to 3 bringing to their notice the orders dated 22.06.2016 passed by this Court and requested to comply with the same. The petitioners have also sent a copy of the representations to the Chief Secretary to the Government. It was specifically stated in their representations that the petitioners have completed the works entrusted to them and they are entitled for payment of interest for the delayed disbursement of the amount. It is further contended by the petitioners that the respondents have not complied with the earlier order passed by this Court and they have even issued a contempt notice complaining non-compliance of the order passed by this Court.

4. While the facts are so as stated above, the second respondent sent a communication on 27.09.2016 to the petitioner in WP No. 40247 of 2016. Similar communication was also sent to the petitioners in the other writ petitions. In the communication of the second respondent, it was admitted that the entire contract work has been completed by the petitioners in advance. It was further stated that the project was undertaken under a centrally sponsored scheme and out of the share of the Central Government to the tune of Rs.5514.00 lakhs, the Government of India has released only Rs.2709 lakhs and the balance amount of Rs.2805 lakhs is still awaited. In such circumstance, by way of an abundant caution, the petitioners, while filing the present writ petitions, have impleaded the Government of India as one of the respondents even though, according to the petitioners, they have entered into the contract only with the respondents 1 to 3.

5. The learned counsel for the petitioners has drawn the attention of this Court to the affidavits filed in support of these writ petitions wherein the petitioners have furnished a tabular column furnishing the total amount due and payable to them and they are as follows:-

WP No. 40247 of 2016

S.No.	Particulars	Pending amount	Interest (Rs.)	Total (Rs.)
1.	Bill pending	0	1,98,85,793.00	1,99,85,793.00
2.	Price Escalation	4,41,59,505.00	30,27,043.00	4,71,86,548.00
3.	Withheld amount - 2.5%	1,25,41,703.00	3,43,883.00	53,60,564.00
4.	Bonus	50,16,681.00	3,43,883.00	53,60,564.00
Total				8,59,34,317.00

WP No. 40248 of 2016

S.No.	Particulars	Pending amount	Interest (Rs.)	Total (Rs.)
1.	Bill pending	20,16,77,802.00	2,86,84,968.00	23,03,62,770

WP No. 40249 of 2016

S.No.	Particulars	Pending amount	Interest (Rs.)	Total (Rs.)
1.	Bill pending	4,42,56,892.00	35,58,671.00	4,78,15,563.00
2.	Price Escalation	2,65,77,243.00	12,71,339.00	2,78,48,582.00
3.	Withheld amount - 2.5%	1,19,55,300.00	5,71,889.00	1,25,27,189.00
4.	Bonus	47,82,120.00	2,28,756.00	50,10,876.00
Total				9,32,02,210.00

WP No. 40250 of 2016

S.No.	Particulars	Pending amount	Interest (Rs.)	Total (Rs.)
1.	Bill pending	4,31,35,178.00	1,38,09,426.00	5,69,44,604.00
2.	Price Escalation	6,76,993.00	2,15,673.00	8,92,666.00
3.	Withheld amount - 2.5%	10,94,105.00	3,48,555.00	14,42,659.00
4.	Bonus	4,37,642.00	1,39,422.00	5,77,064.00
Total				5,98,56,993.00

WP No. 40251 of 2016:-

S.No.	Particulars	Pending amount	Interest (Rs.)	Total (Rs.)
1.	Bill pending	10,50,22,995.00	5,08,00,199.00	15,58,23,194.00

S.No.	Particulars	Pending amount	Interest (Rs.)	Total (Rs.)
2.	Price Escalation	1,86,12,309.00	55,07,204.00	2,41,19,513.00
3.	Withheld amount - 2.5%	84,08,700.00	24,88,054.00	1,08,96,754.00
4.	Bonus	33,63,480.00	9,95,221.00	43,58,701.00

Total 19,51,98,161.00

6. In all these writ petitions, an identical counter affidavit has been filed by the respondents 1 to 3. According to the learned Special Government Pleader appearing for the respondents 1 to 3, under the centrally sponsored scheme, the Government of India accorded approval for construction of Fishing Harbour at Poombuhar in Nagapattinam District initially at a cost of Rs.7850 lakhs under 75.25 sharing pattern between the Government of India and the Government of Tamil Nadu. Later, the project cost was revised to Rs.14800 lakh with Central Share of Rs.9632.50 lakh and State share of Rs.5437.50 lakh. The Government of Tamil Nadu have already released its total share of Rs.5437.50 lakhs for the project. But the Government of India has released only Rs.2300.00 lakh and the balance of Rs.7062.50 lakh is to be released by the Government of India towards the project. As the Government of Tamil Nadu has released it's entire share, the further amount payable to the petitioners will be disbursed as and when the Government of India release their share of fund. In the counter affidavit, it was admited that the petitioners have completed the contract work well in advance. In the counter affidavit, the date on which the work was completed by the petitioners, the amount already paid to the petitioner, the balance amount payable to them have been indicated. As far as price escalation is concerned, it is stated that the price escalation amount could be assessed and paid if the petitioners are found eligible and such assessment could be made only at the time when the final bill is made.

7. In so far as the petitioner in WP No. 40247 of 2016 is concerned, it is stated in the counter affidavit that the petitioner has completed the work on 12.05.2015, a sum of Rs.47,65,84,714 has been paid and the balance amount payable is Rs.2,50,83,406 being the 5% of the withheld amount.

8. In so far as the petitioner in WP No. 40248 of 2016 is concerned, it is stated in the counter affidavit that the petitioner has partly completed the work and stopped the work from 09.11.2015. The petitioner has been paid a sum of Rs.7,75,16,200 and the balance amount of Rs.21,76,04,614 excluding price escalation is payable to them.

9. As regards the petitioner in WP No. 40249 of 2016, in the counter affidavit, it is stated that the petitioner has completed the work on 24.02.2016 after getting six months extension from the department. The petitioner was paid

Rs.41,22,57,364/- and the balance to be paid to the petitioner, including the withheld amount of 5% would works out to Rs.6,59,54,569/- excluding price escalation. Since the withheld amount of Rs.1,19,55,299/- is to be refunded one year after completion of work, the petitioner is entitled to such amount only on 23.02.2017. As on date, the amount payable to the petitioner works out to Rs.5,39,99,270/-.

10. As regards the petitioner in WP No. 40250 of 2016 is concerned, it is stated in the counter affidavit that they have completed the work on 05.03.2014 and they were paid a sum of Rs.6,95,213/- and the balance payable to them is Rs.4,30,68,968/-.

11. Similarly, it is stated in the counter affidavit that the petitioner in WP No. 40251 of 2016 has completed the work on 10.10.2014, a sum of Rs.23,13,25,000/- was paid to them leaving a balance of Rs.10,50,22,995/- as on the date of filing of the writ petition. During the pendency of the writ petition, on 30.11.2016, a further sum of Rs.3,75,00,000/- was paid to the petitioner and the balance payable is only Rs.6,75,22,995/-.

12. Thus, it is evident from the counter affidavits filed by the second respondent that they have admitted the execution and/or completion of the work by the petitioners as well as the balance amount payable to them. It was only contended that the State Government has released the entire amount payable by them under the contract and they are awaiting the release of funds payable by the Government of India.

13. The Government of India has not filed counter affidavit in these writ petitions. The learned Assistant Solicitor General appearing for the Government of India would only contend the amount was not released by the Government of India because they have sought certain clarification from the State Government but they are yet to receive such clarification. It is further stated that the State Government has not furnished the utilisation of the funds so as to enable the Government of India to release the funds required. Therefore, it was contended that only in such circumstances, the Government of India could not pay the amount. As and when the State Government issues necessary clarification and utilisatioin of funds for the projects, the Government of India would swiftly release the funds.

14. The learned counsel for the petitioners, relying on the separate rejoinder filed by the petitioners to the counter affidavit filed by the respondents 1 to 3, contended inter alia that the respondents 1 to 3 have admitted their liability in the respective counter affidavits and therefore the non-payment of the admitted amount is arbitrary and unreasonable. The respondents 1 to 3 having caused delay in payment of the amount for the work done by them, they are duty bound to compensate the petitioners by payment of interest. Therefore, the delay on the part of the respondents 1 to 3 in disbursing

the amount would entitle the petitioners to claim interest. Further, there is no dispute as regards the completion of the work by the petitioners and the amount payable to them, while so, the question of invoking the jurisdiction of the Civil Court or to invoke the arbitration clause contained in the agreements will not arise. It is also stated in the rejoinder that the petitioners have borrowed amount from banks for execution of the work and because of the delay on the part of the respondents 1 to 3 in disbursing the outstanding amount, they are paying interest at the rate of 13% per annum for the loan availed by them from the banks.

15. In reply, the learned Special Government Pleader appearing for the respondents 1 to 3 would contend that the Chief Secretary of the Government of Tamil Nadu had sent a letter on 04.01.2017 addressed to fourth repsondent herein requesting the fourth respondent to release the pending amount to the tune of Rs.133.68 Crore for settling the bills to the contractors so as to avoid adverse criticism by the Court. In and by the said letter dated 04.01.2017, the amount sanctioned for the project, share of the Union Government as well as the Central Government, balance amount to be released etc., have been clearly indicated and therefore, the learned Special Government Pleader would only contend that there is no delay on the part of the respondents 1 to 3 in settling the bill amount to the petitioners and in fact the respondents 1 to 3 have fully settled their part of the share amount to the petitioners under the centrally sponsored scheme.

16. I heard the learned counsel for the petitioners, the learned Additional Government Pleader appearing for the respondents 1 to 3 as also the learned Assistant Solicitor General appearing for the Government of India.

17. The only grievance of the petitioners is that they were not paid the balance outstanding amount even after they have completed the contractual work and they were only paid a portion of the amount payable to them. It is also the grievance of the petitioners that they have completed the contractual work in advance and therefore they are also entitled for bonus payment, but there is an inordinate delay on the part of the respondents 1 to 3 in settling the amount and therefore, they are entitled for payment of interest. It is also the grievance of the petitioners that they have entered into the contract only with the respondents 1 to 3 and therefore, the respondents 1 to 3 are bound to pay the outstanding amount. The respondents 1 to 3 did not pay the amount on the ground that the Government of India has not released the funds under the Centrally sponsored project for which the petitioners cannot be penalised. Further, the earlier direction issued by this Court on 22.06.2016 in the writ petitions filed by the petitioners has not been complied with by the petitioners. However, without filing a contempt petition for non-compliance of the order dated 22.06.2016, the petitioners have filed the present writ petition seeking for a direction to the respondents 1 to 3 to disburse the

outstanding amount with interest. It is also the grievance of the petitioners that they have availed loan from banks to complete the project but even after completion of the work, the respondents 1 to 3 failed to pay the outstanding amount, with the result, they are repaying the loan amount borrowed from the banks with interest at the rate of 13% per annum.

18. In support of the claim of the petitioners for payment of interest, the learned counsel for the petitioners relied on the decision of the Honourable Supreme Court in (P. Radhakrishna Murthy vs. M/s. N.B.C.C. Limited) Civil Appeal Nos. 1393 to 1394 of 2003 wherein in para No.20 and 21, it was held as follows:-

> "20. The High Court has examined the rate of interest at 16.5% on the amount awarded in favour of the Contractor by the civil court and has considered the contention urged on behalf of NBCC that the rate of interest awarded is excessive and also the contention that there is no contract of payment of interest on the same and alternatively contended that the interest rate should not normally exceed 6% per annum. These contentions have been seriously contested by appellant's counsel contending that the award of interest between 15% to 18% per annum on the basis of bank lending rates should be allowed as NBCC itself has claimed interest at the rate of 18.5% per annum on the amount claimed from the contractor. Keeping the aforesaid aspect in mind and in the absence of contract with regard to rate of interest to be awarded in favour of the contractor and having regard to the facts and circumstances of the case, the High Court has come to the conclusion and awarded interest at the rate of 12% per annum on the amounts due to the contractor on the basis of the rate of interest paid by the Banks to its customers on long term deposits prevailing in 1988. The same cannot be found fault with by this Court for the reason that the High Court taking relevant aspects into consideration has rightly reduced the rate of interest to 12% per annum from 16.5% per annum after holding that exercise of discretionary power by the Arbitrator under Section 34 of CPC is a discretionary power and the same cannot be interfered with by the High Court.
>
> 21. In our considered view the reasons recorded by the High Court on the contentious issues while examining the claims allowed by the Arbitrator in the award with reasons which is affirmed by the civil court, wherein certain claims have been rightly disallowed, certain other claims accepted and yet some other claims modified by the High Court by adding certain amounts, are based on sound legal principles and after coming to the conclusion that the findings of the Arbitrator and

the court are erroneous and contrary to law. Therefore, the High Court has held that the impugned award passed by the Arbitrator which was made the rule of the court by the civil court is erroneous in law and it amounts to misconduct. Accordingly, the High Court has rightly set aside certain claims of the contractor and affirmed the award and granted extra amount on certain claims. It has also interfered with the damages awarded in favour of NBCC and partly allowed the appeal of the respondent NBCC by allowing certain claims, setting aside certain other claims and also reducing the rate of interest at 12% from 16.5% "

19. The learned counsel for the petitioner also placed reliance on the decision of the Honourable Supreme Court in the case of (M/s. Hyder Consulting (UK) Limited vs. Governor, State of Orissa, through Chief Engineer) Civil Appeal No. 3147 and 3149 of 2012 and Civil Appeal No.1 390 of 2013 wherein it was held in para Nos. 8, 9, 11 and 50 as follows:-

"8. Per contra, Shri L. Nageshwara Rao, learned Senior Counsel and Additional Solicitor General of India would submit that there was no infirmity whatsoever in the S.L. Arora case (supra) and that, therefore, the present reference was not required. Furthermore, the learned Additional Solicitor General would submit that the term "sum" as found in sub- section (7) of section 31 of the Act, 1996 should be read as "principal amount" as held in the S.L. Arora case (supra).

DISCUSSION :

9. At the outset, it would be necessary to discuss the correctness of the reference order in light of the S.L. Arora case (supra). This Court, in the S.L. Arora case (supra), was required to adjudicate upon two primary issues namely- firstly, whether sub- section (7) of section 31 of the Act, 1996 authorised the arbitral tribunal to award interest on interest from the date of award; and secondly, whether the arbitral tribunal could grant future interest from the date of award.

10. ....

11. In the S.L. Arora case (supra), this Court highlighted that there was a tendency among contractors to elevate the claims for interest and costs to the level of substantive disputes, by categorizing them under independent heads of claim. Further, it was noticed that, since arbitrations usually have a high pendency period owing to prolonged arbitration proceedings or intervening as well as post arbitral litigations, the interest payable on the amount awarded often

increases to substantial amounts, sometimes even exceeding the actual amount awarded. The Court, in the S.L. Arora case (supra), then sought to set out the legal position on the award of interest to understand the authority of the tribunal as envisioned in sub- section (7) of Section 31 of the Act, 1996.

50. If the arbitral award is silent on the question of whether there would be any post- award interest, only in that situation could clause (b) be made applicable. In the said situation, it would be mandatory as per law that the award would carry interest at the rate of 18% per annum from the date of the award to the date of payment. The term used in the given clause is “shall”, therefore, if applicable, the imposition of interest as per clause (b) would be mandatory."

20. The learned counsel for the petitioners further placed reliance on the decision of the Honourable Supreme Court in the case of (Manalal Prabhudayal vs. Oriental Insurance Company Limited) reported in (2009) 17 SCC 296 wherein the Honourable Supreme Court while dealing with the power of the Arbitrator to award interest, has held that a contractor is entitled for interest at three stages namely pre-reference period, pendente lite and post-award period. In Para No.12, it was held by the Honourable Supreme Court as follows:-

"12. Having considered the rival contentions of the parties, in our opinion, the appeal deserves to be allowed by granting relief to the appellant firm. It is well settled that award of interest is in the discretion of court. Normally, when interest is granted, appellate, revisional or writ court would not interfere with the exercise of discretion unless the discretion has been exercised arbitrarily or capriciously. It is equally well settled that like grant of interest, rate of interest is also in the discretion of the court and in the absence of any agreement between the parties, usually the court would not interfere with rate of interest unless it is convinced that the discretion of the lower court was ex-facie bad in law."

21. Coming to the facts of the present case, the petitioners have entered into agreement for execution of certain work with the respondents 1 to 3 and the petitioners have completed the contractual work within the period specified in the agreements. The completion of work by the petitioners has also been certified by the respondents 1 to 3. The respondents 1 to 3 have also paid a portion of the amount to the petitioners, but they have left a huge amount as outstanding purportedly on the ground that it is a centrally

sponsored project for which the Government of India has to release their share of the amount and as and when such amount is released by the Government of India, they will disburse the amount to the petitioners. Thus, it is evident that there is no dispute with regard to the liability on the part of the respondents 1 to 3 to pay the outstanding amount to the petitioners. Even in the counter affidavits filed by the respondents 1 to 3, mentioned supra, the respondents 1 to 3 have admitted the date on which the work has been completed by the respective petitioners, amount paid to them and the balance amount payable to the petitioners. In such circumstances, the claim of the petitioners for payment of interest is justifiable and the respondents are bound to pay interest to the petitioners. At the same time, it has to be said that the petitioners are entitled for payment of interest not from the date of completion of the work by them but from the date when the completion of work was certified by the third respondent.

22. The next question for consideration is what is the rate at which interest is payable to the petitioners. The petitioners claim that they have borrowed amount from the banks and repaying the same with interest at the rate of 13% per annum. Therefore, it is claimed that the petitioners are entitled to interest atleast at the rate of 18% per annum. As mentioned above, there is no dispute with regard to the completion of the work by the petitioners as well as the outstanding amount payable to them. it is also a matter of fact that the amount has not been paid to the petitioners for a long time, except the price escalation. Therefore, taking note of the above facts and circumstances, to meet the ends of justice, a direction shall be issued to the respondents 1 to 3 shall pay interest to the petitioners at the rate of 10% per annum, from the date on which the completion of work by the petitioners has been certified by the third respondent, which would be fair and reasonable.

23. As far as the delay is concerned, the respondents 1 to 3 attribute it on the part of the Government of India. The leanred Assistant Solicitor General appearing for the Government of India, on the other hand, would contend that the State Government has not furnished the details with regard to utilisation of the fund and certain other clarification and if it is furnished, the Government of India will be in a position to release the fund. In this context, the learned Special Government Pleader relied on the letter dated 04.01.2017 sent by the Chief Secretary to the Government of Tamil Nadu addressed to the fourth repsondent wherein the details of the State and Central Share, balance outstanding amount payable to the contractors and other details have been furnished. Therefore, such details furnished in the letter dated 04.01.2017 of the Chief Secretary to the Government of Tamil Nadu shall be considered by the fourth respondent and the fourth respondent shall take all steps as are necessary to release the funds to the petitioners at the earliest without causing any further delay.

24. In the light of the above observations, I have no hesitation to allow the writ petitions. Accordingly, all the writ petitions are allowed. No costs. The respondents 1 to 3 are directed to ensure that the outstanding amount payable to the petitioners shall be paid to them within a period of sixty days from the date of receipt of a copy of this order with interest at the rate of 10% per annum from the date on which the work completed by the petitioners has been certified by the third respondent. Further, the respondents have not passed any orders on the representations of the petitioners inspite of the earlier directions issued by this Court on 22.06.2016 in WP Nos. 21374, 21375, 21376, 21377 and 21378 of 2016 till date, therefore, office is directed to post these writ petitions for reporting compliance after a period of two months.

Sd/-
Assistant Registrar(CCC)

//True Copy//

Sub Assistant Registrar

rsh

To

1. The Secretary to Government
State of Tamil Nadu rep. by its
Animal Husbandry, Dairying and Fisheries Department
Secretariat, St. George Fort
Chennai - 600 009
2. The Chief Engineer
Fisheries Department
DMS Complex
Teynampet, Chennai - 600 006
3. The Executive Engineer
Fishing Harbour Project Division
26, Sattaippar East Street
Nagapattinam - 611 001
4. The Executive Engineer
Fishing Harbour Project Division
Near Vadasery Bus Stand
Nagarcoil 629 001
5. The Secretary to Government
Union of India rep. by its
Ministry of Agriculture and Farmers' Welfare
Department of Animal Husbandry, Dairying
and Fisheries, New Delhi

Copy to: The Section Officer, Writ Section, High Court, Madras.
(Post these WPs. for reporting compliance after 2 months)

+ 5 ccs to Mr.D.Gopal, Advocate Sr.5600, 5596, 5597, 5931,5598, 5599
+ 1 cc to Government Pleader Sr.5939

WP Nos. 40247 to 40251/2016

RSY(CO)
EU 1.2.17