



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 01.11.2016

CORAM:

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

Writ Petition (MD) No. 20900 of 2016

Periyasamy Construction,
Rep. By its Proprietor,
M. Periyasamy

... Petitioner

Vs.

1. The Bharath Sanchar Nigam Limited,
Rep. By its Chairman cum Managing Director,
Bharat Sanchar Bhavan,
Harish Chandra Matur Lane,
Janpath, New Delhi,
Delhi - 110 001.

2. The General Manager,
O/o. The General Manager,
Bharath Sanchar Nigam Limited,
Madurai - 625 002.

3. The Assistant General Manager,
O/o. The General Manager,
Bharath Sanchar Nigam Limited,
Madurai - 625 002.

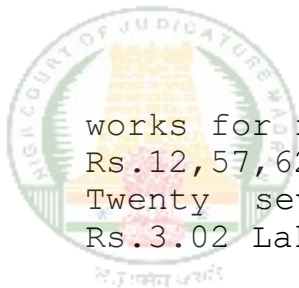
... Respondents

Prayer: Writ Petition is filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Mandamus, directing the respondents 1 to 3 to disburse the pending payments bills to the petitioner towards the house keeping works for four months for the period April to July 2014 to a tune of Rs.12,57,627/- (Twelve Lakhs Fifty Seven Thousand Six Hundred and Twenty seven Rupees) and disburse the Security Deposit of Rs.3.02 lakhs within the time stipulated by this Court.

For Petitioner : Mr.S.Rajasekar

ORDER

The present Writ Petition is filed seeking for issuance of a Writ of Mandamus, directing the respondents 1 to 3 to disburse the pending payments bills to the petitioner towards the house keeping



works for four months for the period April to July 2014 to a tune of Rs.12,57,627/- (Twelve Lakhs Fifty Seven Thousand Six Hundred and Twenty seven Rupees) and disburse the Security Deposit of Rs.3.02 Lakhs within the time stipulated by this Court.

2.The learned counsel appearing for the petitioner confined the relief for a direction to direct the second respondent to consider the representation. Therefore, the present Writ Petition is taken up for final hearing.

3.The facts in nutshell as contended by the learned counsel for the petitioner is that the petitioner had taken tender for BSNL, Madurai Urban (North) and Madurai Urban (South) and the same was awarded to him in proceedings, dated 31.01.2014. He had fulfilled his obligation by extending the services of BSNL. But the amount due to the petitioner was not paid by BSNL till today.

4.The reasons stated by the respondents are that for the non-payment of the balance dues to the petitioner is that the petitioner had failed to make ESI and EPF contribution to some workers and failed to meet the requirements as laid in the tender agreement. In view of the statutory compulsion, the respondents are unable to clear the due amounts to the petitioner.

5.The learned counsel for the petitioner contended that as per the tender agreement, the matter was referred to the arbitrator and the arbitrator has passed the final award on 28.05.2016, after conducting a ful-fledged enquiry and on merits. The arbitration award is in favour of the petitioner and relying the same, he seeks release of the balance payment.

6.Considering the facts and circumstances of the case and without going into the merits and de-merits of the matter, this Court is inclined to direct the second respondent to consider the representation submitted by the petitioner on 25.06.2016 and pass final orders on merits and in accordance with law, within a period of eight weeks from the date of receipt of a copy of this order.

7.With the above direction, this Writ Petition is disposed of. No costs.

Sd/-
Assistant Registrar (Writ)

/True Copy/

Sub Assistant Registrar



To

1. The Chairman cum Managing Director,
Bharath Sanchar Nigam Limited,
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2. The General Manager,
O/o.The General Manager,
Bharath Sanchar Nigam Limited,
Madurai - 625 002.

3. The Assistant General Manager,
O/o.The General Manager,
Bharath Sanchar Nigam Limited,
Madurai - 625 002.

+ 1 CC TO Mr.T.LAJAPATHI ROY, ADVOCATE IN SR No. 64803

PS

TE/SS-2 : 11/11/2016 : 3P/5C

W.P (MD) No.20900 of 2016
01.11.2016