

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :10.12.2018

CORAM

THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.39300 of 2006

and

M.P.No.1 of 2006

M/s. Kumar Traders,  
represented by its Proprietor,  
M.Kumar,  
S/o. M. Veerasamy  
No.86, Acharappan Street,  
Chennai 600 001. ... Petitioner

vs

1.The State Trading Corporation of India Ltd.,  
represented by its Marketing Manager,  
Chennai House, 4<sup>th</sup> Floor,  
No. 6 Esplande,  
Chennai 600 108.

2.M/s. S.Albert & Co.Pvt.Ltd.,  
represented by its Managing Director,  
No.22, 2<sup>nd</sup> Main Road,  
Kottur Gardens, Chennai-85  
(R2 impleaded as per order dated 11.1.13  
in M.P.No.1 of 2013 in W.P.No.39300/2006)

.. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, calling for the records relating to the proceedings dated 18.07.2006 made in Stche/Albert(kt) 1807/2006 passed by the respondent and quash the same and consequently direct the respondent to pay a sum of Rs.10,63,892/- with interest @ 24% p.a with effect from 20.02.2006, till the actual payment.

For Petitioner : Mr.G.Ethirajulu

For Respondents : Mrs.AL.Ganthimathi  
for R1  
No appearance for R2

## O R D E R

The order dated 18.07.2006 issued by the first respondent, rejecting the claim of the writ petitioner for payment of supply of Dhoor Dhall to Tamil Nadu Civil Supplies Corporation is under challenge in the present writ petition.

2.The learned counsel appearing for the writ petitioner states that the petitioner supplied Dhoor Dhall to Tamil Nadu Civil Supplies Corporation as per their request and the payments are yet to be made in respect of supplies.

3.The learned counsel for the writ petitioner states that two payments had already been made as per the requests of the writ petitioner and the remaining payments are rejected on the ground that the writ petitioner is not an agreement holder in respect of the supply of Dhoor Dhall as per the order placed by the Tamil Nadu Civil Supplies Corporation. In other words, the respondents have rejected the claim of the writ petitioner on the ground that the petitioners are not privy to contract in respect of any commercial transactions and therefore, the payment cannot be directly paid to the writ petitioner.

4.The learned counsel for the petitioner further states that undoubtedly there is no contract between the writ petitioner and Tamil Nadu Civil Supplies Corporation. However, the transactions and the supply of Dhoor Dhall were done directly by the writ petitioner to the Corporation. Now, the invoice also shows that supply was done directly to the Corporation by the writ petitioner. However, the original contractor with whom the agreement was signed is not co-operating with the writ petitioner to get payments from the Corporation. Thus, the writ petitioner is constrained to move the present writ petition.

5.This Court is of the opinion that, when the writ petitioner admittedly is not an agreement holder and the respondent had not approved any such understanding and thus the relief as such sought for cannot be granted. As far as the writ petitioner is concerned, there is no document to show that there is a commercial agreement between the writ petitioner and the Corporation. Admittedly the original contractor is the second respondent and he is not cooperating for disbursement of the payment due to the writ petitioner.

6.The learned counsel for the petitioner states that on account of the lapses on the part of the second respondent, the petitioner has sustained mandatory loss and the respondents are directing the petitioner to submit relevant documents to get payment for the goods supplied. Under these circumstances, the

petitioner is at liberty to obtain all necessary documents from the second respondent and submit the same before the first respondent and in the event of submitting all such required documents, the case of the writ petitioner shall be considered for disbursement of the payment dues without any lapse of time.

7. With these observations, the present writ petition stands disposed of. No costs. Consequently, connected Miscellaneous Petition is also closed.

Sd/-

Assistant Registrar(CS IV)

//True Copy//

Sub Assistant Registrar

mpa

To

1. The State Trading Corporation of India Ltd.,  
represented by its Marketing Manager,  
Chennai House, 4<sup>th</sup> Floor,  
No. 6 Esplanade,  
Chennai 600 108.

+1 cc to Mr.G.Ethirajulu, Advocate Sr.No.85018

W.P.No.39300 of 2006  
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CSL/07.01.2019

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