



WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 12.06.2018

CORAM:

THE HONOURABLE MR. JUSTICE K.RAVICHANDRABAABU

AND

THE HONOURABLE MRS.JUSTICE T.KRISHNAVALLI

W.A. [MD] .No.1008 of 2013

and

M.P. (MD)No.1 of 2013

1. The Chairman and Managing Director,
Tamil Nadu Water Supply and Drainage Board,
Chepauk, Chennai - 05.

2. The Executive Engineer,
TWAD Board,
RWS Division,
Karur.

... Appellants/Respondents

Vs.

P.Kandasamy

... Respondent/Writ Petitioner

PRAYER: Appeal is filed under Clause 15 of the Letter Patent Act, against the order passed in W.P.(MD)No.10817 of 2012, dated 25.07.2013 on the file of this Court.

Prayer in WP(MD). 10817/ 2012 :

Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a WRIT OF MANDAMUS, directing the Respondents 1 & 2 to pay the interest to the Petitioner from 20-01-2007 to 20-10-2011 for non renewal of the security time deposit bearing No.JLK 402106 dated 20-01-2004 and for delayed release of security deposit of the Petitioner bearing No.JLK 402106 dated 20-01-2004.

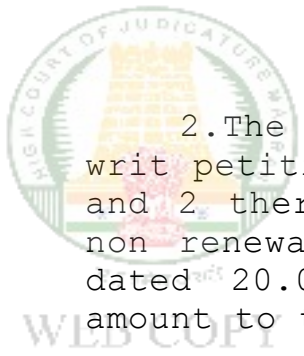
For Appellant : Mrs.Lakshmi Gopinathan
for Ms.Porkodi Karnan

For Respondents : Mr.R.Subramanian
for Mr.N.C.Ashok Kumar

JUDGEMENT

[Judgement of the Court was delivered
by **K.RAVICHANDRABAABU, J**]

Aggreived against the order, dated 25.07.2013 passed in W.P.
(MD)No.10817 of 2012, the respondents in the said writ petition
have chosen to file the present Writ Appeal.



2.The respondent herein as the writ petitioner filed the above writ petition, seeking for a Mandamus, directing the respondents 1 and 2 therein to pay interest from 20.01.2007 to 20.10.2011 for non renewal of the security time deposit bearing No.JLK 402106, dated 20.01.2004 and for delayed release of security deposit amount to the petitioner.

3.The Writ Court after considering the rival contentions of the parties found that there was a delay of two years and two months in releasing the amount, for which, the writ petitioner is entitled to get the interest at the rate of 7% per annum.

4.Now, the present Writ Appeal is filed by contending that the delay in making the release of the amount was neither wilful nor wanton and on the other hand, it was due to fault of the writ petitioner in not co-operating for renewal of the time deposit.

5.On the other hand, it is contended by the learned counsel appearing for the respondent/writ petitioner that it is the duty of the appellants to renew the time deposit without any lapse, even as per their own circular No.01/IAF/H.O./2013, dated 06.07.2013 and therefore, the writ petitioner cannot be found fault with.

6.Heard both sides.

7.It is seen that the writ petitioner was awarded with a contract for executing a work under a scheme initiated by the respondent Board. There is no dispute to the fact that the writ petitioner has successfully completed the project within the revised time schedule. There is no dispute to the fact that at the time of entering into a contract, the writ petitioner has made some security deposit. It is the case of the writ petitioner that even though he has successfully completed the work, the respondents did not release the money, which was paid by way of security deposit to the tune of Rs.26,28,000/-. Admittedly, the said sum was released only on 20.10.2011 after a period of two years and two months. The learned Judge specifically pointed out that in spite of repeated representations made by the petitioner on 01.11.2009 and 21.11.2011, the amount was released with such delay. Therefore, the learned Judge found that the writ petitioner is entitled to the payment of interest at the rate of 7% per annum, for such delayed period.

8.Though the learned counsel appearing for the appellants sought to contend before this Court that the very time deposit was in the name of the writ petitioner, when this Court had specifically directed them to produce the copy of the said time deposit, the appellants failed to do so. To ascertain the above said contention, the learned counsel appearing for the appellants is not in a position to produce the same in spite of granting sufficient time. In any



event, in view of the very circular issued by the appellants Board itself, dated 06.07.2013, it is the responsibility of the officials of the appellants' department to renew the Fixed Deposits without any lapse and non renewal in time, if any, cannot be attributed on the part of the writ petitioner.

9.Considering the above facts and circumstances, we find that the order of the learned Single Judge, does not warrant any interference. Accordingly, the Writ Appeal fails and the same is dismissed. No costs. Consequently, connected Miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS-I)

/True Copy/

Sub Assistant Registrar

+ 1 cc TO M/S.Polax Legal Solutions , Advocate in SR No. 67880
+ 1 cc TO Mr.N.C.Ashok Kumar , Advocate in SR No. 67960

rj2/Ls
AE/SKN RSK/SAR1/21.06.2018/3P/3C

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