

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :17.10.2019

CORAM

THE HON'BLE MR.JUSTICE V.BHARATHIDASAN

W.P.No.37888 of 2005  
and WPMP.No. 40553 of 2005

Ravindra Trading Company,  
rep. By Sundar Pal Singh  
Proprietor,  
22, Muthial Reddy Street,  
Alandur, Chennai - 600 016.

... Petitioner

vs.

1. The Union of India  
Rep. By the Secretary,  
Department of Railways,  
Rail Bhavan,  
New Delhi.

2. The Senior Manager, Materials III  
Officer if the Controller of Stores,  
North Wester Railways,  
Jaipur - 302 006.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorari, calling for the records on the files of the second respondent in No.30/03/1151 dated 21.02.2005 and quash the same as being invalid, illegal and unjustified on facts and law.

For Petitioner :Mr.R.Senniappan  
For Respondents :Mr.M.T.Arunan

ORDER

(Order of the Court was made by V.BHARATHIDASAN, J.)

This writ petition has been filed challenging the order passed by the second respondent directing the petitioner to pay the differential amount due to the cancellation of purchase order issued to the petitioner.

2. The second respondent issued purchased order to the petitioner for supplying of Sleeve complete of 973 numbers for Centre Pivot to ICF on 06.10.2003. Subsequently, the above purchase order has been cancelled by the second respondent on

the ground that the petitioner did not supply the material within the time fixed in the contractor. Subsequently, a new purchase order has been issued to a 3<sup>rd</sup> party. As per the tender conditions, the differential amount between the old and new purchase value should be paid by the petitioner. Under these circumstances, the impugned order has been passed by the second respondent directing the petitioner to pay the sum of Rs.1,81,659.10/- towards the differential amount. Now challenging the above order, the present writ petition has been filed.

3. I have heard learned counsel for the petitioner and respondents and perused the records.

4. Admittedly, the earlier purchase order issued in favour of the petitioner has been cancelled by the second respondent by an order dated 15.02.2005 and that order has become final. Thereafter, a fresh purchase order was issued to another contractor for higher value. As per the contract, if there is any difference in value between old and new purchase value that the difference should be payable by the petitioner.

5. Now according to the respondent, the old purchase value is Rs.4,55,364/-, the new purchase value is Rs.6,37,023.10/- and the difference in the purchase value is Rs.1,81,659.10/-, that amount sought to be recovered from the petitioner. The petitioner did not challenge the order cancelling the contract, and as per agreement he has to pay the differential value, as the agreement binding on him.

6. Considering the above facts and circumstances, this Court is of the view that as per the terms and conditions of the agreement, the petitioner is liable to pay the differential amount.

Accordingly, there is no merit in this case, and this writ petition stands dismissed. No costs. Connected miscellaneous petition is closed.

s/d-  
Assistant Registrar(CS V)

True Copy

Sub-Assistant Registrar

mp

To

1.The Secretary,  
Union of India  
Department of Railways,  
Rail Bhavan,  
New Delhi.

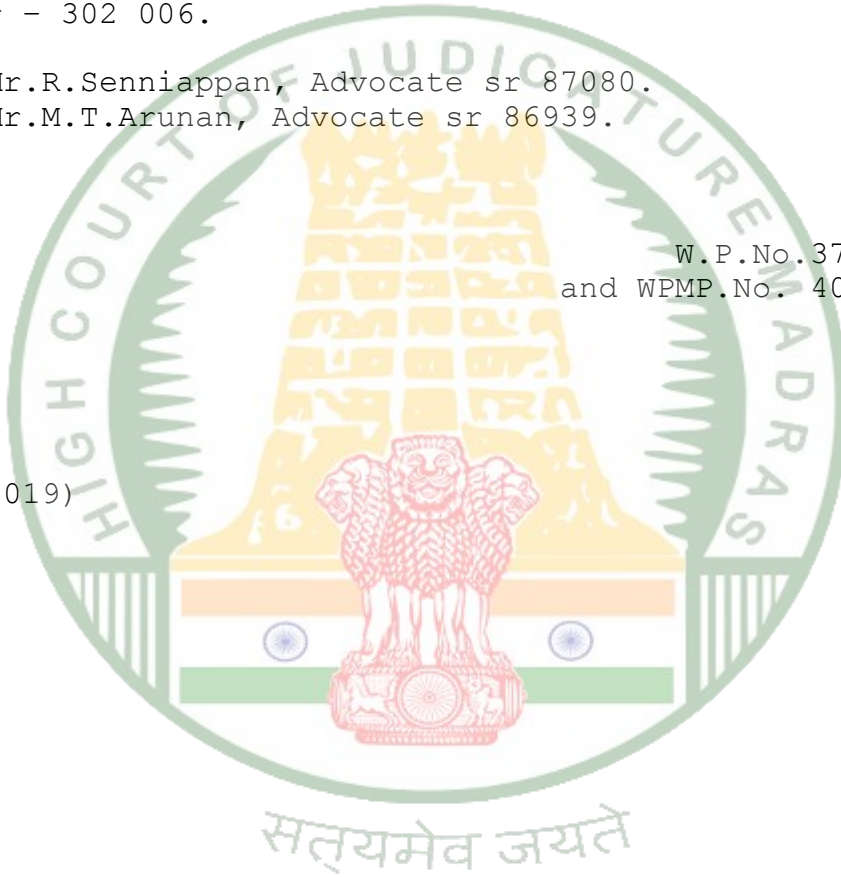
2. The Senior Manager,Materials III  
Officer if the Controller of Stores,  
North Wester Railways,  
Jaipur - 302 006.

+1 CC to Mr.R.Senniappan, Advocate sr 87080.

+1 CC to Mr.M.T.Arunan, Advocate sr 86939.

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EV(CO)  
SP(26/11/2019)



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