

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :: 17-07-2019

CORAM

THE HON'BLE DR.JUSTICE VINEET KOTHARI
AND
THE HON'BLE MR.JUSTICE C.V.KARTHIKEYAN

W.A.No.1102 of 2019

Ewerwin Security Services Pvt. Ltd ..Appellant / Petitioner

-vs-

1. The Principal Commissioner of Customs,
Chennai VII Commissionerate,
New Customs House,
Meenambakkam,
Chennai - 600 027.
2. The Deputy Chief Commissioner of Labour,
Shastri Bhavan,
Haddows Road,
Chennai-600 006.

..Respondents/Respondents

Appeal under Clause 15 of the Letters Patent against the Order, dated 27.02.2019, passed in W.P.No.5384 of 2019 on the file of this Court.

Prayer in W.P.No.5384 of 2019: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus directing the 1st respondent not to proceed with E-Tender for Outsourcing of Housekeeping services in Ref.F.No.S.Misc.10/2013(pt)-CHS-AIR dated 30.01.2019 and E-Tender for providing Security Services in Ref.F.No.S.Misc.04/2015(pt)-EDI/ACC-CHS-AIR dated 02.02.2019, without settlement of dues of Rs.7,94,532/- to the petitioner.

For Appellant : Mr.R.Prabhakaran

For Respondents : Mr.V.Sundareswaran

JUDGMENT

(By Dr.Vineet Kothari,J.)

This Intra Court Appeal has been filed by the Appellant aggrieved by the order passed a learned Single Judge of this

Court, dated 27.02.2019, passed in W.P.No.5384 of 2019, dismissing the Writ Petition.

2. The claim of the Appellant was that they, having provided Housekeeping Services to the Respondent Organisation in the Office of the Principal Commissioner of Customs, New Customs House, Meenambakkam, Chennai, were entitled to receive dues to the extent of Rs.7,94,532/-, but, without making such a payment, the respondents proceeded to invite an e-tender for providing Housekeeping Services under the Tender Document issued on 30.01.2019, which was challenged by the Appellant.

3. Learned counsel for the Appellant has vehemently submitted that the respondent-public authority cannot refuse to pay the said amount to the Appellant and go ahead with the dispensing of the said Housekeeping Services through an e-tender in favour of a third party.

4. Conversely, learned counsel for the respondents supported the order impugned.

5. We find that the learned Single Judge has clearly found that the contract period in favour of the Appellant expired on 31.03.2018 and if any amount against the work done by the Appellant for the said period was due, he could seek appropriate remedy to recover the said amount from the respondents, but, however, such an outstanding payment could not be a ground to stop the Respondents from outsourcing the said services through e-Tenders or otherwise.

6. Therefore, we do not find any error in the order passed by the learned Single Judge. We leave it free for the Appellant to take his remedy against the Respondents to recover the said amount. If the Appellant makes any representation with evidence of having worked for the said period in the Respondent Organisation and makes a claim of the said amount, the first respondent, namely, The Principal Commissioner of Customs, Chennai VII Commissionerate, New Customs House, Meenambakkam, Chennai, shall decide such a representation by a speaking order, after affording an opportunity of hearing to the Appellant and deciding the claim of the Appellant, within a period of three months of filing of the same.

7. With the above observation and direction, this Writ Appeal stands disposed of. No costs. Consequently, the connected C.M.P.No.7988 of 2019 is closed.

Sd/-
Assistant Registrar (CS-VIII)

//True Copy//

Sub Assistant Registrar

dixit

To

1. The Principal Commissioner of Customs,
Chennai VII Commissionerate,
New Customs House,
Meenambakkam,
Chennai - 600 027.
2. The Deputy Chief Commissioner of Labour,
Shastri Bhavan,
Haddows Road,
Chennai-600 006.

+1 cc to Mr.V.Sundareswaran, Advocate, S.R.No.60812

+1 cc to Mr.R.Prabhakaran, Advocate, S.R.No.61741

VG-II(CO)
SSM(30/08/2019).

W.A.No.1102 OF 2019

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