

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :: 06-08-2019

CORAM

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

W.A.No.2356 of 2019  
In WP. 11462 of 2019

T.M.Ghulam Mohamed

Appellant

-vs-

- 1.The Commissioner,  
Greater Chennai Corporation,  
Ripon Building,  
Chennai-600 003.
- 2.The Superintending Engineer, (M.E.DEPT)  
Greater Corporation of Chennai,  
Ripon Building,  
Chennai-600 003.
- 3.The Executive Engineer,  
Corporation of Chennai,  
Motor Vehicles Department,  
Ripon Building,  
Chennai-600 003.

Respondents

Appeal under Clause 15 of the Letters Patent against  
the Order, dated 20.06.2019, passed in W.P.No.11462 of 2019 on  
the file of this Court. सत्यमेव जयते

WP.No.11462/2019:

Petition filed under Article 226 of the constitution of  
India, praying this Hon'ble Court to issue a writ of Mandamus  
directing the respondents to pay the sum of Rs.14,14,318/- for  
the period from 2012 to 2014 with the prevailing commercial rate  
of interest from the due date till the date of payment.

For Appellant : Mr.M.J.Jaseem Mohammed

For Respondents : Mrs.Karthika Ashok

JUDGMENT  
(By Dr.Vineet Kothari,J.)

This Writ Appeal is filed against the order, dated 20.06.2019, passed in W.P.No.11462 of 2019, whereby the learned Single Judge disposed of the Writ Petition filed by the Appellant, namely, Mr.T.M.Ghulam Mohamed, with the following observation :

'4. The learned counsel for the corporation would also submit that it is purely a civil dispute and the writ petition will not lie. However, at the same time, the respondent also admitted that a sum of Rs.56,150/- is due to the petitioner for the services done in the year 2017 and the same will be paid in due course.

5. When this Court wants to ascertain whether there is any written contract, the learned counsel for the petitioner is unable to produce any written contract. On the contrary, the counsel would say that the service of the petitioner was sought by the corporation on emergency basis from 2012.

6. Since there is a dispute between the petitioner and respondent regarding the claim made by the petitioner particularly the respondent contends that the bills are fake and sham, the Court cannot look into the factual aspects and the genuineness of the documents placed by the petitioner under writ jurisdiction. Hence, the petitioner herein has to work out his remedy as per the law. However, in respect of the admitted liability of Rs.56.150/-, the respondent shall not hold the money any further. The admitted amount is to be paid within a period of one week from the date of receipt of copy of this order.

7. With the above direction, the Writ Petition is disposed of. No costs. Consequently, the connected Miscellaneous Petition is closed.'

2. Appellant was stated to be a Contractor, engaged to carry out PMRR (Preventive Maintenance and Running Repair) of the vehicles owned by the respondent Corporation.

3. Learned counsel for the appellant submits that even the admitted liability of the respondent-Greater Chennai Corporation towards the maintenance of the Vehicles of the Corporation during the period in question has not been cleared by the Corporation.

4. Therefore, we direct the respondent-Corporation to at least square up the admitted liability of the Respondent

Corporation as stated in Paragraph 11 of their Counter, which is quoted below for ready reference :

'11. Further, with regard to the Bills raised for a sum of Rs.56,150/- and Rs.56,450/- pertaining to the work done in the year 2017, the Bill is under process and after the procedural formalities, it will be duly paid to the Petitioner. But the sum of Rs.13,01,718/- claimed by this Petitioner, the subject matter of this Writ Petition is found to be sham.'

5. Learned counsel for the appellant further urged before the Court that even the remaining liability of Rs.13,01,718/- is not disputed, as no evidence has been produced by the respondent Corporation to the disputed claim of the Contractor.

6. On the other hand, learned counsel for the respondent-Corporation drew our attention towards the Communication, dated 22.12.2016, of the appellant-M/s.Greems Automobiles, addressed to the Executive Engineer (REC), Regional Office, Central, Chennai Corporation, in which, the details of various Bills of the Year 2013 totalling to a sum of Rs.13,01,718/- have been forwarded for processing and payment thereof.

7. Learned counsel for the respondent Corporation submits that the claim was made by the appellant-Contractor before the respondent Corporation for the first time after a delay of three years vide Communication, dated 22.12.2016, and the said claim is disputed by the Corporation. He also produced before the Court Two Cheques, one bearing No.513035, dated 05.07.2019, for a sum of Rs.56,150/-, and the other bearing No.513036, dated 30.07.2019, for a sum of Rs.56,450/-, drawn on Indian Overseas Bank, Sydenhams Road, Chennai-600 003, duly signed by the authority concerned of the Corporation of Chennai, which have been handed over to the learned counsel for the appellant in the presence of Mr.T.M.Ghulam Mohamed, who has signed in the acknowledgement of receipt of these Two Cheques.

8. The above Two Cheques square up the admitted liability of the Corporation towards the appellant-Contractor. However, for the remaining claim of any amount against the alleged work done by the appellant-Contractor, since the said claim is disputed by the respondent-Corporation, we leave it free for the appellant-Contractor to avail appropriate legal remedy i.e., a Civil Suit before the competent Court for proving the said claim in accordance with law. Such questions of facts and disputed claims cannot be adjudicated upon in the extraordinary jurisdiction of this Court under Article 226 of the Constitution of India. Therefore, we refuse to interfere with the order passed by the learned Single Judge except to the

extent indicated above.

9. Writ Appeal is disposed of accordingly. No costs. Consequently, the connected C.M.P.No.15580 of 2019 is closed.

Sd/-

Assistant Registrar (CS-)

//True Copy//

Sub Assistant Registrar

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To

- 1.The Commissioner,  
Greater Chennai Corporation,  
Ripon Building,  
Chennai-600 003.
- 2.The Superintending Engineer, (M.E.DEPT)  
Greater Corporation of Chennai,  
Ripon Building,  
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Corporation of Chennai,  
Motor Vehicles Department,  
Ripon Building,  
Chennai-600 003.

+1cc to Mrs.Karthika Ashok Advocate, S.R.No.67653

SV(CO)  
CB(27/09/2019)  
CB(30/09/2019)

सत्यमेव जयते

W.A.No.2356 OF 2019

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