

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.02.2020

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THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

W.P. No.31816 of 2012

BVG India Limited

Represented by its Senior Vice President
Prasanna Shastri

... Petitioner

Vs

1. The Government of Tamil Nadu,
Represented by its Secretary to Government,
Public (Maintenance) Department,
Secretariat,
Fort St. George,
Chennai - 600 009.

2. The Government of Tamil Nadu,
Represented by its Deputy Secretary to Government,
Public (Maintenance) Department,
Secretariat,
Fort St. George,
Chennai - 600 009.

3. The Government of Tamil Nadu,
Represented by its Under Secretary to Government,
Public (Maintenance) Department,
Secretariat,
Fort St. George,
Chennai - 600 009.

... Respondents

Writ Petition filed under Article 226 of the
Constitution of India to issue a Writ of Mandamus, directing
the respondents to pay a sum of Rs.2,75,96,725.30 together with
simple interest @ 18% per annum till the date of payment.

For Petitioner
For Respondents

: Mr.T.K.S.Gandhi
: Mrs.K.Bhuvaneswari
Additional Government Pleader

ORDER

This writ petition has been filed for a Mandamus to direct the respondents to pay a sum of Rs.2,75,96,725.30 together with simple interest @ 18% per annum till the date of payment.

2. It is the case of the petitioner that their office was awarded a contract for Mechanised House Keeping services by the first respondent in the year 2010. According to them in terms of the contract, diligently, they have been doing the services for the respondents and periodically they have been raising bills for the services rendered by them. According to the petitioner to their shock and surprise after the change in the Government, the first respondent issued a letter dated 13.07.2011 to the petitioner calling upon them to stop work with immediate effect and to remove all machineries, tools, equipments etc. and also to pay the electricity consumption charges forthwith stating that the office have been shifted to Secretariat at Fort Saint George, Chennai.

3. It is the case of the petitioner that even after the stop work letter dated 13.07.2011, they have been continuing to do service to the respondents till December 2011. However, it is their case that the bills raised by the petitioner for the Housing Keeping services remain unpaid by the respondents. It is their case that a total sum of Rs.2,75,96,725.30 is due and payable by the respondents for the House Keeping services rendered by the petitioner. Since, payments have not been made, this writ petition has been filed.

4. A counter affidavit has also been filed by the respondents stating that the Government took a policy decision to shift the Secretariat building from the New Tamil Nadu Chief Secretariat Complex, 'A Block', Omandurar, Government Estates, Chennai - 2 to Fort Saint George, Chennai - 9 and only for the said reason, stop work notice was sent to the petitioner on 13.07.2011. It is also their case that the petitioner was informed well in advance to stop their work and were called upon to receive the bank guarantee, which they have furnished at the time of awarding the contract. It is also stated in the counter affidavit that the payments for the work done by the petitioner for the period from 25.04.2011 to 13.07.2011 is being processed by the Government. It is also admitted in paragraph No.6 of the counter affidavit that only due to administrative reasons, the petitioner was permitted to continue the work of House Keeping in the new Secretariat complex, till the shifting of Departments of the Secretariat, Fort Saint George. The respondents have also denied that a sum of Rs.2,75,96,725.30 together with simple interest is due and payable by them to the petitioner.

5. Heard Mr.T.K.S.Gandhi, learned counsel for the petitioner and Mrs.K.Bhuvaneswari, learned Additional Government Pleader appearing for respondents.

6. Admittedly, the services of the petitioner has not been disputed by the respondents. The respondents have also not levelled any allegations against the petitioner for any improper work. The only contention raised by the respondents is that due to change in policy decision and due to the shifting of the Secretariat complex, the services of the petitioner was not required and for that reason, the stop work letter dated 13.07.2011 was issued. In fact, in paragraph No.8 of the counter affidavit, it is admitted by the respondents that payment for the work done by the petitioner for the period of 25.04.2011 to 13.07.2011 is being processed.

7. The learned counsel for the petitioner submits that till date, payments have not been made by the respondents, even for the said period. Further, it is the case of the petitioner that even after the stop work letter dated 13.07.2011, the petitioner has been rendering services to the respondents upto December 2011. Even though the exact month has not been mentioned, the respondents have admitted in paragraph 6 of their counter affidavit that due to administrative reasons, the petitioner was permitted to continue the work of House Keeping services in the new Secretariat Complex, till the shifting of the Departments of the Secretariat, Fort Saint George. Therefore, it can be inferred that the petitioner was continuing to render House Keeping services to the respondents even after the stop work notice dated 13.07.2011. It is the contention of the petitioner that several bills were raised and a sum of Rs.2,75,96,725.30 is due and payable by the respondents to the petitioner for the House Keeping services rendered by them. However, the said amount is disputed by the respondents, as seen from the counter affidavit filed by them before this Court. From the counter affidavit filed by the respondents, it is clear that even the admitted dues have not been paid to the petitioner by the respondents. As seen from the paragraph 8 of the counter affidavit, the respondents have admitted that the payment for the work done by the petitioner for the period from 25.04.2011 to 13.07.2011 is being processed. Having done the work diligently without any complaints whatsoever, the petitioner is entitled to receive the payments in accordance with the work order issued by the respondents. Even though the invoices have been filed in the Typed Set of Papers, the genuineness of the same cannot be looked into by this Court under Article 226 of the Constitution of India. It is for the respondents to scrutinise the same and pay for the genuine bills raised by the petitioner. Further, the respondents also cannot reject the claim of the petitioner beyond 13.07.2011, being the date of

stop work notice as the respondents themselves have admitted in the counter that the petitioner was permitted to continue to render services even beyond 13.07.2011 on the ground of administrative reasons, as the shifting of the Secretariat complex to Saint Fort George was not completed.

8. For the foregoing reasons, this Court directs the petitioner to place all the original invoices pertaining to the House Keeping services rendered by them to the respondents, within a period of two weeks from the date of receipt of a copy of this order and on receipt of the invoices, the respondents shall consider the same and make the payment to the petitioner for the admitted invoices, within a period of twelve weeks, thereafter. It is made clear that for the disputed amount, the petitioner is granted liberty to approach a civil court to redress their grievance.

9. With the aforesaid directions, the writ petition stands disposed of. No costs.

Sd/-

Assistant Registrar(CS-VI)

// True Copy//

Sub Assistant Registrar

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To

1. The Secretary to Government,
Government of Tamil Nadu,
Public (Maintenance) Department,
Secretariat,
Fort St. George,
Chennai - 600 009.

2. The Deputy Secretary to Government,
Government of Tamil Nadu,
Public (Maintenance) Department,
Secretariat,
Fort St. George,
Chennai - 600 009.

3. The Under Secretary to Government,
Government of Tamil Nadu,
Public (Maintenance) Department,
Secretariat,
Fort St. George,
Chennai - 600 009.

+1cc to Mr.T.K.S.Gandhi, Advocate, SR.No.11572.
+1cc to Spl GP SR.No.11795.

W.P. No.31816 of 2012

CSR: 11.03.2020



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