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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.11.2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.15063 OF 2016

M/s.Malathi Brick Industry,
Represented by its sole proprietor Malathi
31/A-2, Pidariamman Kovil Street,
Varichikudi, Poovam,
Karaikal - 607 105.

... Petitioner

.Vs.

1. The Neyveli Lignite Corporation Limited,
Represented by the Chairman and Managing Director,
Block-1, Neyveli - 607 801.
Cuddalore District,
Tamil Nadu.
2. The Director (Power),
Neyveli Lignite Corporation Limited,
Block-1, Neyveli - 607 801.
Cuddalore District,
Tamil Nadu.
3. The General Manager (PSE)/Nodal Officer (Fly ash),
Neyveli Lignite Corporation Limited,
Block-1, Neyveli - 607 801.
Cuddalore District,
Tamil Nadu.
4. The Deputy General Manager/Civil
Thermal Power Station -II,
Neyveli - 607 801,
Cuddalore District,
Tamil Nadu.

... Respondents

PRAYER:-

Petition filed Under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records of respondent no.3 ordering cancellation of allotment made in Proc.No.Lr.No.NO/Flyash Disposal/BMC-2904/2015



dated 29.04.2015 and subsequent reconfirmation order made in Proc.No.Lr.No:TS-II/Civil Dn./Fly ash/128/2016, dated 23.02.2016 issued by the 4th Respondent and quash the same and consequently direct the respondents to continue issuance of fly ash from the month of January, 2015 as per the rationalized allotment order dated 01.07.2011.

For Petitioner : Mr.S.Kamalesh Kannan
For M/s.Taaurs Associates

For Respondents : Mr.N.Nithianandam

O R D E R

The writ petition on hand has been instituted to quash the order cancelling the allotment of supply of fly ash to the petitioner. The petitioner was granted with a licence for supply of fly ash at free of charge by the respondent Neyveli Lignite Corporation. Supply was made based on certain terms and conditions. The authorities of the Neyveli Lignite Corporation during routine inspection of the petitioner's Unit, noticed certain violations and discrepancies in dealing with the fly ashes supplied by Neyveli Lignite Corporation at free of cost. Thus actions were initiated and the supply was cancelled.

2. The learned counsel for the petitioner contended that the petitioner was using the fly ash for the purpose of which it was supplied and he has not violated any of the conditions. Per contra, the learned counsel for the respondent made a submission that the fly ash have not been issued to M/s.Malathi Brick Industries, Karaikal from January 2015 to till date either e-auction or normal allotment. During the inspection, the authorities found the following discrepancies which all are undisputed and they are as under:-

'EB Connection was not in the name of M/s.Malathi Brick Industry (Petitioner herein) and it was in the name of one Mr.S.Jeyapal, Prema Oil Mill, Pidar Kovil Street, Poovam, Kottycherry. Also, the last part payment was made only in December 2012.

The EB bill amount of Rs.1,46,624/- was due from December, 2012 and no payment was made for the same.

There was no valid Lease Deed for running the factory.



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In the Lease Deed dated 30.09.2014, the signature of Lessor was not found and hence the lease document was not in order.

There were no records for the manufacture of fly ash bricks since the Petitioner's representatives/Petitioner was not able to produce the fly ash production register.

There were no entries made for the transport of fly ash through trucks in the commercial sales office check post situated near Poraiyar main road leading to the factory site.'

3. Relying on the said discrepancies, the learned counsel for the respondent made a submission that the petitioner had violated the terms and conditions and therefore, the supply was stopped and the licence was cancelled.

4. This Court is of the considered opinion that the dispute relating to contractual obligations cannot be adjudicated in a writ proceedings, which requires an elaborate adjudication with reference to the documents, evidences including oral evidences. The petitioner states that he has not violated any of the terms and conditions of the contract. The respondent states that the petitioner has violated the conditions and there were some irregularities noticed during the routine inspection.

5. This being the nature of dispute raised between the parties, the petitioner has to approach the competent Court of law for adjudication of issues and to redress his grievances in the manner known to law. The High Court cannot conduct an elaborate adjudication in respect of such disputed issues under Article 226 of the Constitution of India.

6. In this view of the matter, the petitioner is at liberty to approach the competent forum for the purpose of redressal of his grievances in the manner known to law.

7. With these observations, the writ petition stands dismissed. However, there shall be no order as to costs.

Sd/-

Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

vs/kbs



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Neyveli - 607 801,
Cuddalore District,
Tamil Nadu.

+1cc to Mr.N.Nithianandam, Advocate, S.R.No.57836

W.P.NO.15063 OF 2016

PVS (CO)
PBS/24/11/2021