



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.09.2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.24296 of 2015 and
M.P.Nos.1 and 2 of 2015

M/s.Dhanabakiyam & Co.,
Contractors, PWD,
No.10/1-90, Edapaddy Main Road
Malayampalayam,
Jalakandapuram Post,
Mettur Taluk, Salem District
Rep. by Managing Partner.

...Petitioner

Vs

1. The Superintending Engineer,
Public Works Department,
Buildings (C & M) Circle,
Salem - 7.
2. The Executive Engineer,
Public Works Department
Buildings (C & M) Circle,
Salem - 7.
3. The Assistant Engineer,
Public Works Department
Buildings (C & M) Circle,
Salem - 7.

...Respondents

PRAYER : Writ Petition filed Under Article 226 of the Constitution of India, praying for issuance of a writ of Certiorarified Mandamus calling for the records of the 3rd respondent in proceedings Na.Ka.No.10/2015 U.Po.(Ka) dated 30.04.2015 and quash the same and direct the respondents to pay Rs.41,00,000/- (Rupees Forty One Lakhs) along with 24% interest for delayed payment from 30.04.2015 to till the date of payment.

For Petitioner : Mr.Vadivel Murugan
for Mr.R.G.Narendhiran

For Respondents : Mr.K.M.D.Muhilan
Government Advocate



O R D E R

The order impugned dated 30.04.2015 states that the petitioner was injuncted from continuing the building construction of Salem West Taluk Office based on the report submitted by the Executive Engineer on 30.04.2015. Thus, the order impugned was passed on the basis of the report submitted by the Executive Engineer (Buildings) in his letter dated 30.04.2015. The petitioner has not challenged the said report of the Executive Engineer. This apart, the petitioner states that he has already invested about one Crore and when the construction of the building was in progress, the impugned order has been passed and the petitioner was prevented from continuing the construction works.

2. This Court is of the considered opinion that the nature of transaction between the petitioner and the respondents is contractual based on the terms and conditions of agreement, the petitioner was permitted to construct the building. Thus, the violations of the conditions of any agreement are to be adjudicated with reference to the terms and conditions. Such an elaborate adjudication cannot be conducted in a writ proceedings under Article 226 of the Constitution of India. In view of the fact that the petitioner is raising contractual obligation, it is left open to the petitioner to approach the appropriate forum for the purpose of resolving the disputes and to redress his grievances. However, the High Court cannot adjudicate such disputed facts in a writ proceedings.

3. With this liberty, the Writ Petition stands disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

Sgl

To

1. The Superintending Engineer,
Public Works Department,
Buildings (C & M) Circle,
Salem - 7.



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