



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.12.2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.38754 OF 2015

AND

M.P.NO.1 OF 2015

M/s.Sakthi Caterers,
Rep. by its Proprietrix
Mrs.Banumithra Gajendran
having its office at 18/13, 1st Floor,
Corporation Complex,
3rd Cross Street, R.A.Puram,
Chennai - 600 028.

... Petitioner

Vs

1. The Chairman & Managing Director,
Indian Oil Corporation Ltd.,
Indian Oil Bhavan,
No.139, Mahatma Gandhi Road,
Nungambakkam High Road,
Chennai - 600 034.
2. The Deputy General Manager (ER) SR,
Indian Oil Corporation Ltd.,
No.139, Mahatma Gandhi Road,
Nungambakkam High Road,
Chennai - 600 034.
3. Branch Manager,
Union Bank of India,
No.204, Triplicane High Road,
Triplicane, Chennai - 600 005.

... Respondents

PRAYER : Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Mandamus, to direct the 1st and 2nd respondents to return the money encashed by enforcing the Bank Guarantee, executed by the petitioner with the 3rd respondent.



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For Petitioner	:	Mr.V.Ramamurthy
For Respondents		
R1 & R2	:	Mr.Anand Gopal for M/s.T.S.Gopalan & Co.
R3	:	Mr.L.Sriram for M/s.Chennai Law Firm

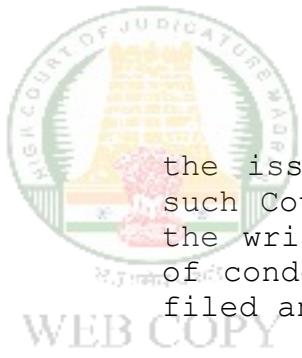
O R D E R

The relief sought for in the present writ petition is to direct the respondents 1 and 2 to return the money encashed by enforcing the Bank Guarantee, executed by the petitioner with the 3rd respondent.

2.The petitioner M/s.Sakthi Caterers entered into an agreement with the respondent Indian Oil Corporation to provide catering services in the premises at No.139, Nungambakkam High Road, Chennai - 600 034. A tender was called on 25.09.2014, the petitioner applied for catering services and its tender was accepted and contract was allotted on 29.10.2014. The grievance of the writ petitioner is that he could not make any loss from and out of the catering business and therefore, the petitioner informed the authorities. However, the authorities terminated the contract and thereafter, invoked the Bank Guarantee. Thus, the petitioner is constrained to move the present writ petition.

3.Admittedly, the petitioner Caterer entered into a contract with the respondent Corporation for running catering business. Thus, it is a contractual obligation between the parties which is to be adjudicated with reference to the terms of the contract and more so, examination of documents and evidences are required for the purpose of resolving the issues. Contrarily, High Court cannot conduct such an elaborate adjudication in a writ proceedings under Article 226 of the Constitution of India. The power of judicial review under Article 226 of the Constitution of India is to ensure the processes through which the decision is taken by the competent authorities in consonance with the Acts and Rules but not the decision itself. Thus, such nature of adjudication which is based on contractual obligation between the parties are to be adjudicated before the competent Civil Court of law and in case of arbitration clause, the parties have to invoke the arbitration clause. This being the scope of remedial system provided, a Writ Court may not be in a position to adjudicate these issues.

4.Under these circumstances, the petitioner is at liberty to approach the competent Court of law for the purpose of resolving



the issues. In the event of approaching the competent court, such Court shall take into consideration the period during which the writ petition was pending before this Court for the purpose of condoning the delay, if any petition to condone the delay is filed and decide the issue on merits and in accordance with law.

5. With these observations, the writ petition stands disposed of. No costs. Consequently, connected Writ Miscellaneous Petition is closed.

Sd/-
Assistant Registrar(CS-III)

//True Copy//

Sub Assistant Registrar

cse

To

1. The Chairman & Managing Director,
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Indian Oil Bhavan,
No.139, Mahatma Gandhi Road,
Nungambakkam High Road,
Chennai - 600 034.
2. The Deputy General Manager (ER) SR,
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3. The Branch Manager,
Union Bank of India,
No.204, Triplicane High Road,
Triplicane, Chennai - 600 005.

+1cc to M/s.T.S.Gopalan & Co., Advocate, S.R.No.68356

W.P.No.38754 of 2015

SMI(CO)
RLP(06/01/2022)