

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.02.2021

CORAM:

THE HONOURABLE MR.JUSTICE B.PUGALENDHI

W.P.Nos. 9641, 9643 & 9648 of 2020

M/s.R.R.Thulasi Builders (I) Pvt. Ltd.,
rep. By its Executive Director,
R.R.Sathyamurthy, Sakthi Mahal,
63, Perundurai Road, Erode - 638 011. ...Petitioner in all WPs

Vs.

- 1.Government of Tamil Nadu,
Rep. By its Secretary,
Municipal Administration and
Water Supply Department,
Fort St.George, Chennai - 600 009.
- 2.The Commissioner of Municipal Administration,
Commissionerate of Municipal Administration,
78, Urban Administrative Building,
Santhome High Road, Chennai - 600 028.
- 3.The Commissioner,
Salem City Municipal Corporation,
31, Navalar Naedunchezian Salai,
Fort, Salem - 636 001.
- 4.The Executive Engineer,
Salem City Municipal Corporation,
31, Navalar Naedunchezian Salai,
Fort, Salem - 636 001. ...Respondents in all WPs

Prayer in W.P.No. 9641 of 2020: Writ petitions filed under Article 226 of the Constitution seeking issuance of writ of certiorarified mandamus, call for the records of the 3rd respondent which culminated in his Impugned Letter in Na.Ka.No.E4/19236/2015 dated 16.03.2020 and quash the same in so far as it relates to refund of balance retention money, EMD & ASD as illegal, arbitrary and further direct the respondents herein to pay all the claims made by the petitioner herein arising out of Contract Agreement dated 29.02.2016 with respect to the Work Order of the 3rd respondent in ROC.No.E4/019236/2015 dated 22.02.2016 within a stipulated time.

Prayer in W.P.No. 9643 of 2020: Writ petitions filed under Article 226 of the Constitution seeking issuance of writ of mandamus, directing the respondents herein to consider the representations of the petitioner herein dated 03.01.2020, 04.01.2020, 09.01.2020 and Legal Notice dated 05.03.2020 and pay all the claims made by the petitioner herein arising out of Contract Agreement dated 03.02.2016 with respect to the Work Order of the 3rd respondent in Na/M.No.377/2015-2016 dated 03.02.2016 within a stipulated time.

Prayer in W.P.No. 9648 of 2020: Writ petitions filed under Article 226 of the Constitution seeking issuance of writ of mandamus, directing the respondents herein to consider the representations of the petitioner herein dated 03.01.2020, 04.01.2020, 09.01.2020 and Legal Notice dated 05.03.2020 and pay all the claims made by the petitioner herein arising out of Contract Agreement dated 30.09.2013 with respect to the Work Order of the 3rd respondent in Na.Ka.No.E3/10666/2012 dated 30.09.2013 within a stipulated time.

For Petitioner in all WPs : Mr.V.P.Sengottuvel

For Respondents in all WPs : Mr.D.Venkatesan, GA for R1 & R2
Mr.S.Sathish, Standing Counsel
for R3

ORDER

These writ petitions have been filed, directing the respondents to refund the balance retention money, earnest money deposit and additional security deposit and to pay the claims made by the petitioner herein arising out of the contract agreements of the 3rd respondent

2. The case of the petitioner is that he has executed certain contract work with the 3rd respondent Corporation in the year 2016 and 2017 and he has completed the works to the satisfaction of the 3rd respondent. The 3rd respondent has also issued a certificate for completion of the works but even then, the earnest money deposit amount and other amounts due by the petitioner has not been settled by the 3rd respondent and therefore, the petitioner filed these writ petitions.

3. Pending this writ petition, pursuant to the interim orders of this Court dated 11.09.2020, the 3rd respondent Corporation has paid the earnest money deposit amount, retention money and additional security deposit amount to the petitioner.

However, the petitioner is still having a grievance that he is entitled for a bonus amount of 2.5%, since he has completed all the works well within a stipulated time and also demanding interest for the belated payment.

4. Mr.S.Sathish, learned counsel for the 3rd respondent Corporation would submit that the petitioner has executed the work pursuant to the contract and the contract itself provides the dispute redressal mechanism by invoking arbitration proceedings and there is a specific clause for arbitration and the petitioner has also invoked the arbitration proceedings by issuing letter fixing the arbitration and if he is still having any grievance with regard to the bonus amount and interest, if any to be paid for the belated payment, he can work out his remedy through the arbitration clause.

5. Since the learned counsel for the respondent Corporation submits that all the earnest money deposit amount, retention money and additional security deposit has been settled to the petitioner, this writ petition is disposed of with a liberty to the petitioner to work out his remedy for the remaining amount by invoking the arbitration clause. No costs.

Sd/-
Assistant Registrar (CS-VII)

//True Copy//

Sub Assistant Registrar

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To:

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PL(CO)
CB(18/03/2021)



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