

BEFORE THE ADDITIONAL MASTER-III
HIGH COURT, MADRAS.
C.S.No. 440 OF 2014

Date: 08.01.2026

Time: 04.16 P.M

Name : Mr. G. Muralidharan (DW1)

Continuation of cross examination by Mr. R. Jagadeesan, Learned counsel for the Plaintiff.

Solemnly affirmed:

Q173: Kindly read Q.No.141 and Q.No.157 and the answers given by you. You have informed this Hon'ble Court that you will produce the GAD and other drawings in the next hearing. Are you submitting those documents today?

A: GAD is nothing but General Arrangement of Drawings of Bridge construction. During the agreement execution it was handed over to the contractor. The project is around 15 years old. GAD is in the store room. It was informed to the higher officer to get a copy of it and it will be submitted before this Court.

Q174: I put it to you that inspite of agreeing to produce these documents in the next hearing since you have not produce the same. You don't have any such document in your department.

A: I deny.

Q175: Am I right If I say that a notice has to be given to the contractor before imposing any penalty?

A: It is not a compulsory procedure. The agreement condition milestone for the work progress have been mentioned. If the contractor fails to achieve the progress the competent authority have a right to impose penalty.

Q176: I suggest that a notice is to be compulsorily to be given before imposing the

penalty and also I suggest that you have not given any notice specifically for recovery the penalty of Rs.95,000/- from the plaintiff.

A: In this case before taking the action notice has been given to the contractor.

Q177: Have you produce any such above said notice before this Hon'ble Court?

A: Notice have been given to the contractor regarding the slow progress of work which understood that the contractor has to pay penalty in future. Because of not maintaining the milestone of progress of work.

Q178: Am I right If I say that show cause notice is to be issue before issuance of any termination order?

A: Yes.

Q179: Is there any time to be given for the reply in the show cause notices to the contractor?

A: Within short period he has to be replied.

Q180: I put it to you that no show cause notice was issued to the plaintiff and also no time was fixed for giving the reply by the contractor in any of the correspondences emanated from the defendant.

A: I deny.

Q181: When the contract was awarded to another contractor?

A: After the termination, the contract was awarded to another contractor. I do not remember the date.

Q182: Atleast, you remember when the site was handed over to another contractor?

A: I do not remember the date.

Q183: (Ex.P1 is shown to the witness) When the project was completed as agreed in Ex.P1?

A: This project was not yet completed as agreed in Ex.P1.

Q184: (Proof affidavit is shown to the witness) Am I correct If I say that there was no land acquisition problem at that time of awarding the contract to another contractor?

A: It is not correct. In para 6 of the written statement the reason furnished by the plaintiff for not completing the work within the time frame such as Item No.1 closure of sand quarry by the Government and scarcity of sand became of the closure and the work was held up. Item No.2 price hike of construction materials. Item No.3 land acquisition problems which hampered the progress of work. Similar contractors have also executed its work and completed in all respect during the same period of time. Moreover, the plaintiff could not be completed the work.

Q185: (Written statement is shown to the witness) Have you deny the land acquisition problem in the written statement?

A: In the written statement Page 4 and Para 17 (Page 8) it is stated that 90% of area was free from land acquisition. Witness adds: I inspected the bridge. During the execution 90% of work site is free from land acquisition.

Q186: I put it to you that 90% of the work site was not free from land acquisition and the percentage of the area of land acquisition is more than that.

A: I deny. Witness adds: It is not 90% of the work site. It is 90% of the value of the work of the bridge.

Q187: (Ex.P13 is shown to the witness) Kindly go through Ex.P13 and tell whether I am correct If I say that the first part of the bill amount of Rs.1,90,049/- relates to the work already completed by the contractor.

A: In the Ex.P13 clearly mentioned it is a retention amount of first and part bill.

Q188: (Ex.P13 is shown to the witness) I put it to you that the retention amount for first part bill as mentioned in Ex.P13 only relates to the amount to be paid for the work completed by the contractor.

A: I deny. It was mentioned in Ex.P13.

Q189: Have you brought the originals of Ex.D14 to Ex.D16 today for cross examination as assured by you during the chief examination? (The counsel for the defendant

objected and stating that the documents are already marked and original produced before Court.)

A: No.

Q190: (Ex.D14 to Ex.D16 are shown to the witness) Am I right If as per the instructions for maintenance of measurement books is there most important record and it should be maintained only in ink and the entries in the contents of area column should however always been made in ink in the first instance and detailed measurement should be recorded only by the Executive Assistant Engineers or by executing subordinates specially authorised to whom these books have been supplied for the purpose. There is a specific clause that all measurements should be neatly entered for this purpose and there are many heads of each set of measurements have been given in the measurement book. It is also specifically instructed that entries should be recorded continuously in measurement book and no lines to be kept blank. Am I correct?

A: As per the agreement the plaintiff also engaged the engineers to supervise and execute the work along with the department. Based on the instructions we follow and maintained the Measurement book.

Q191: I put it to you that the important instructions given in the Measurement book not followed by the department in Ex.D14 to Ex.D16.

A: I deny.

Q192: (Ex.D14 and Ex.D15 are shown to the witness) Is there any instructions in the measurement book to strike off the entries already made by the Department?

A: In the Sl.No.7 it is mentioned.

Q193: I put it to you that there is no such instructions of Sl.No.7 of Ex.D14 and Ex.D15

as stated by you.
A: I deny.

Q194: I put it to you that the procedure to be follow as per clause 109.03 to 109.06 of SSRB were not followed by the defendant before the alleged partial determination of the contract.

A: I deny.

Q195: I put it to you that the plaintiff is entitled to get the expenses incurred to construct the piles of Rs.31,08,464/- and the same was rejected by the Department without assigning any reasons.

A: I deny.

Q196: I put it to you that the plaintiff is entitled to get a profit of Rs.36,34,197/- and the rejection of this claim was made by the department without any valid ground.

A: All valid reasons have been given by the Department.

Q197: I put it to you that inspite of knowing hurdles such as land acquisition issues, torrential rains, sudden hike in the raw materials and inspite of knowing these issues the contract with the plaintiff was partially terminated illegally by the department before the contract period agreed in Ex.P1.

A: For this question already answer given.

Q198: I put it to you that the defendant after executing the contract had changed the site and also the area without informing the plaintiff and that is why the plaintiff would not be in a position to perform the contract within the time mentioned in Ex.P1.

A: I deny.

Q199: I put it to you that contract with the plaintiff was terminated by the defendant only with a pre-determined notion to favour another contractor.

A: I deny.

Q200: I put it to you that the allegations were made out against the plaintiff in the

written statement without following any legal provisions in this contract and the contract was terminated by the defendant without any evidence.
A: I deny.

Time : 05.30 P.M.

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-III