



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 04.08.2021

CORAM

THE HON'BLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

W.P. (MD) No.13411 of 2021

A.Pandian

... Petitioner

Vs.

1. The Commissioner of Municipal Administration,
11th Floor Urban Administration Building,
Opp.CIBA Building Santhome High Road,
MRC Nagar, Raja Annamalaipuram,
Chennai - 600 028.

2. The Commissioner,
Nagercoil Corporation,
Nagercoil,
Kanyakumari District.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the second respondent to disburse the final amount of Rs.4,80,000/- with interest for the renovation work of rainwater drainage stream at Ward No.32, Asarimar IIIrd Street, installation of paver block at Nambidai Street, and rainwater drainage stream at Pulavarvilai for Rs.4,80,000/- based on the petitioner's representation dated 30.06.2021 to the second respondent.

For Petitioner	:	Mr. F.Deepak
For Respondents	:	Mr. P.Subbaraj
		Counsel for State - for R1
	:	Mr.P.Athimoolapandian- for R2

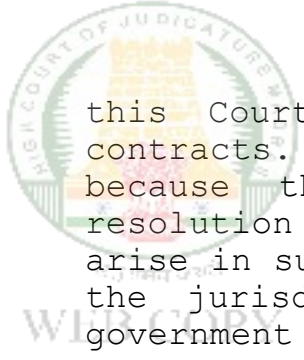
ORDER

The petitioner seeks payment from the Nagercoil Corporation in receipt of construction work executed for such corporation.

2. The petitioner states that he was appointed as a contractor in respect of renovation work relating to a rainwater drainage stream. In spite of completing such work in terms of the relevant work order, it is stated that a sum of Rs.4.8 lakhs with interest thereon is due and payable to the petitioner.

3. Mr.P.Athimoolapandian, learned Standing Counsel, accepts notice on behalf of the second respondent and Mr.P.Subbaraj, learned counsel for the State, accepts notice for the first respondent. Mr.P.Athimoolapandian, learned Standing Counsel states that the present claims pertain to a construction contract and such monetary claims should not be entertained in a writ petition.

4. As correctly contended by the learned counsel for the second respondent, ordinarily, in exercise of extraordinary jurisdiction,



this Court does not entertain monetary claims arising out of contracts. The reason such claims are ordinarily not entertained is because the relevant contract often provides for a dispute resolution mechanism. Even otherwise, disputed questions of fact arise in such matters and therefore parties are usually relegated to the jurisdictional Civil Court. However, in case the relevant government accepts liability and makes payment, it becomes unnecessary to resort to the above dispute resolution method.

5. Subject to the above observation and without going into the merits of the petitioner's claim, the second respondent is directed to consider and dispose of the petitioner's representation dated 30.06.2021 by a reasoned order after providing a reasonable opportunity of hearing to the petitioner. Such reasoned order shall be passed within a period of three months from the date of receipt of a copy of this order.

6. W.P.(MD).No.13411 of 2021 is disposed of on these terms without any order as to costs.

Sd/-

Assistant Registrar (AS)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

sbn

To

1. The Commissioner of Municipal Administration,
11th Floor Urban Administration Building,
Opp.CIBA Building Santhome High Road,
MRC Nagar, Raja Annamalaipuram,
Chennai - 600 028.

2. The Commissioner,
Nagercoil Corporation,
Nagercoil,
Kanyakumari District.

+1 CC to M/s.F.DEEPAK, Advocate (SR-25227[F] dated 04/08/2021)

+1 CC to M/s.GP (SR-25356[F] dated 05/08/2021)

W.P. (MD) .No.13411 of 2021
04.08.2021

MGJ(12.08.2021) 2P 5C