



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 16.09.2021

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THE HONOURABLE MR.JUSTICE SETHILKUMAR RAMAMOORTHY

W.P(MD)No.16620 of 2021

P.K.R.Raveendra Kumar

... Petitioner

Vs.

1.The Commissioner,
Madurai Corporation,
Madurai.

2.The Chief Engineer,
Madurai Corporation,
Madurai.

... Respondents

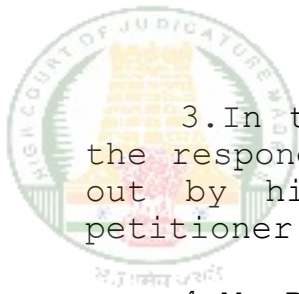
Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the respondents to inspect and sanction the bill amount for the renovation of Bharathi Ula Road, Ward No.42 as per the work order dated 22.02.2021 issued by the first respondent.

For Petitioner : Mr.A.Srinivasan
For Respondents : Mr.P.athimoolapandian
Standing Counsel

ORDER

The petitioner seeks a direction to the respondents to inspect the work done by him and sanction the bill on such basis.

2.The petitioner states that he was awarded a contract for the renovation of the Bharathi Ula Road at Ward No.42 of the Madurai Corporation. The petitioner states that the work was awarded to him by a work order dated 22.02.2021. Such work was required to be completed within a period of thirty days. The petitioner states that the work was commenced on 25.02.2021 and completed within a period of ten days. The petitioner further states that a writ petition was filed by one P.M.T.Mohan in W.P.(MD)No.4615 of 2021. In the counter affidavit of the Madurai Corporation, the Madurai Corporation stated that the last date for submission of the tender was 02.02.2021, the tender was opened on 03.02.2021 and the bid of the petitioner therein was rejected.



3.In these facts and circumstances, the petitioner states that the respondents are under an obligation to inspect the work carried out by him and thereafter process the bills submitted by the petitioner.

4.Mr.P.Athimoolapandian, learned Standing Counsel for the Madurai Corporation, accepts notice on behalf of both the respondents. He submits that a writ petition should not be entertained in respect of contractual disputes, especially disputes involving disputed questions of fact.

5.In judicial review, ordinarily, the Court declines to exercise discretionary jurisdiction in contractual disputes because such disputes typically involve disputed questions of fact, which cannot be conveniently or appropriately adjudicated by way of affidavit evidence. Therefore, parties are relegated to the contractual dispute resolution mechanism, if there is such mechanism, or relegated to the jurisdictional civil court. On the other hand, if upon inspection, the Madurai Corporation finds that the work has been duly completed in accordance with the terms of the relevant contract, there should be no impediment to consider the bill presented by the contractor. In such event, it may not be necessary to relegate the contractor to a civil court or to arbitration.

6.Subject to the above observations, the respondents are directed to inspect the work carried out by the petitioner and scrutinise the bills submitted for payment in respect of such work. Upon such inspection and scrutiny of bills, if the respondents find that the work has been duly completed, the bills may be paid. Otherwise, the respondents are directed to issue a reasoned order indicating the reasons for refusing to process such bills. In such event, the petitioner should avail of contractual or civil remedies before the jurisdictional civil court. Such inspection and scrutiny of the bill shall be carried out within a period of three months from the date of receipt of a copy of this order.

7.W.P.(MD).No.16620 of 2021 stands disposed of on the above terms without any order as to costs.

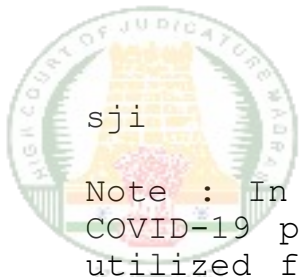
Sd/-

Assistant Registrar (W)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)



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Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

1.The Commissioner,
Madurai Corporation,
Madurai.

2.The Chief Engineer,
Madurai Corporation,
Madurai.

+1 CC to M/s.A.SRINIVASAN, Advocate (SR-29421[F] dated 17/09/2021)

W.P (MD) No.16620 of 2021
16.09.2021

PS (CO)

KB (27.09.2021) 3P 4C