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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.01.2022

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.16962 of 2020

P. Janakiraman

...Petitioner

Vs.

1. The Superintending Engineer,
National Highways,
Chennai Circle, Arumbakkam,
Chennai-600 106.
2. The Divisional Engineer,
National Highways, Chennai Division,
Chennai-600 106.

...Respondents

Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus, directing the respondents to disburse the balance final bill amount of Rs.10,19,950/- due as per the advance receipt dated 25.10.2019 for the work done under the CR Agreement No.42/2013-14 dated 30.10.2013 signed between the petitioner and the 1st respondent, by considering his representation dated 10.01.2020.

For Petitioner : Mr.N.Manokaran

For Respondents : Mrs.C.Sangamithirai
Special Government Pleader

O R D E R

The petitioner has filed this writ petition seeking issuance of Writ of Mandamus to direct the respondents to consider the petitioner's representation dated 10.01.2020 and disburse the balance final bill amount due for the work done under the CR Agreement No.42/2013-14 dated 30.10.2013.

2. Since no adverse order has been passed against the respondents, notice to the respondents is dispensed with.



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3. The case of the petitioner is that, the 1st respondent issued a tender to execute work-up-gradation of rural roads (ODRS) under Bharath Nirman Phase-III-2012-2013. The petitioner's bid amount of Rs.4,46,47,228/- was accepted and subsequently, he entered into an agreement with the 1st respondent subject to the terms and conditions agreed in the Tender Package No.TN01-56 (Kanchipuram District). Thereafter, the petitioner has completed the work and same was duly checked by the respondents and as per the contract, the petitioner has to carry out routine maintenance for a period of 5 years. Accordingly, the petitioner has completed the 5 years of routine maintenance to the satisfaction of the respondents, following which the 2nd respondent has to refund the security amount of Rs.10,19,950/- in favour of the petitioner, however, the same was not refunded. Aggrieved by the said in-action of the respondents, the petitioner made multiple representations before the respondents for the refund of the security amount, however, till date no action has been taken by the respondents. Hence, the present Writ Petition is filed.

4. Though very many grounds have been raised, learned counsel for the petitioner submits that, it would suffice if this Court issues direction to the respondents to consider the petitioner's representation dated 10.01.2020 and disburse the balance final bill amount of Rs.10,19,950/- due as per the advance receipt dated 25.10.2019 for the work done under the CR Agreement No.42/2013-14 dated 30.10.2013 signed between the petitioner and the 1st respondent.

5. The learned Special Government Pleader appearing on behalf of the respondents has no serious objection for the said order being passed.

6. In view of the aforesaid submissions, this Court without expressing any opinion on the merits of the case, directs the respondents to consider the petitioner's representation dated 10.01.2020 on merits and pass appropriate orders in accordance with law, within a period of four weeks from the date of receipt of a copy of this order.

7. This writ petition is accordingly disposed of. No costs.

Sd/-
Assistant Registrar(CS-IV)

//True Copy//

Sub Assistant Registrar

skt



To

1. The Superintending Engineer,
National Highways,
Chennai Circle, Arumbakkam,
Chennai-600 106.
2. The Divisional Engineer,
National Highways, Chennai Division,
Chennai-600 106.

+1cc to Mr.N.Manokaran, Advocate, S.R.No.3761

+1cc to the Government Pleader, S.R.No.4017

W.P.No.16962 of 2020

GPL(CO)
SU(02/03/2022)