



WEB COPY

W.P.No.34885 of



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.03.2023

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.34885 of 2012

and

M.P.Nos.1 & 2 of 2012

M/s. Aditya Constructions
Rep. by its Managing Partner,
No.673 Vinayagar Koil Street,
Oomangalam Post,
Virudhachalam
Cuddalore District.

... Petitioner

Vs.

1.The Executive Director – Mines
Neyveli Lignite Corporation Limited
Neyveli 607 902
Cuddalore District.

2.The Chief General Manager
Office of the Chief General Manager
Mine II & Expansion
Neyveli Lignite Corporation Limited
Neyveli 607 902
Cuddalore District.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records relating the



proceedings of the 1st respondent herein bearing Letter dated 07.12.2012 No. CGM/ M-II/T5/ SMD/ PT-18/ 2011-12/ Final order/2012 and quash the same.

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For Petitioner : Ms.S.Meenakshi
For Mr.L.Palani Muthu
For Respondents : Mr.N.Nithianandhan

ORDER

The order impugned dated 07.12.2012 cancelling the contract awarded to the writ petitioner is sought to be quashed in the present writ petition.

2. The writ petitioner is a construction contractor participated in the tender pursuant to the notification issued by the respondent Neyveli Lignite Corporation Limited.

3. The respondents state that the petitioner pursuant to the award of contract failed to execute the work as per the specification and he could not able to complete the contract works. Thus, by invoking Clause 25 of Invitation to Tender and Instructions to the tenderer, the contract award was cancelled by the respondents and further actions were also initiated.



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4. The learned counsel for the respondents brought to the notice of this Court that the Neyveli Lignite Corporation Limited itself had completed the works and therefore, the writ petition is to be rejected.

5. The learned counsel for the petitioner made a submission that there is an Arbitration Clause in the notification. However, it is for the petitioner to initiate steps for arbitration as per the agreement between the parties, if any in force.

6. As far as the respondents are concerned they have completed the works as of now. Therefore, any further disputes can be resolved in the manner agreed between the parties. As far as the present writ petition is concerned, the contract was cancelled on 07.12.2012 and thereafter, the specified works were completed by the Neyveli Lignite Corporation Limited itself and therefore, no further adjudication needs to be undertaken in respect of the other grounds raised by the petitioners. The petitioners in respect of any other disputes is at liberty to invoke the arbitration clause, if any in force.



With this liberty, the Writ Petition stands disposed of. No costs.

Consequently, connected Miscellaneous Petitions are closed.

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Index : Yes

Speaking order

Neutral Citation : Yes

To

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S.M.SUBRAMANIAM, J.

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