



W.P(MD)No.2002 of 2022

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 15.12.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.2002 of 2022
and
W.M.P(MD)No.1725 of 2022

S.K.Sukumar

... Petitioner

Vs.

**1.District Rural Development Agency (DRDA),
Represented by its Chairman/
District Collector,
Collectorate Campus,
Dindigul District - 624 004.**

**2.The Project Director
District Rural Development
Agency-Dindigul,
Collectorate Campus,
Dindigul District - 624 004.**



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3.Rajarajeshwara Constructions

A Registered Partnership Firm

Represented by its Partner

Mr.M.N.Sridhar,

Having Office at No.6C, New No.7C,

Directors Colony,

Kodambakkam,

Chennai – 600 024.

... 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 1 and 2 to pay the petitioner a sum of Rs.1,84,99,200/- (Rupees One Crore Eighty Four Lakhs Ninety Nine Thousand Two Hundred Only) being amounts payable under the Agreement dated 12.09.2016 and a sum of Rs.11,00,000/- towards refund of Earnest Money Deposit and to return the original expired Bank Guarantee No.1477161GFIN0001, Dena Bank, Dindigul for Rs.25,00,000/- and original expired Bank Guarantee No.2981ILG000216, Punjab National Bank, Dindigul for Rs.30,00,000/- to the petitioner herein morefully described in the Scheduled hereunder.



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For Petitioner : Mr.B.Arvind Srevatsa

For Respondents: Mr.M.Prakash – for R1 & R2

Additional Government Pleader

Mr.H.Lakshmi Shankar – for R3

ORDER

Heard the learned counsel appearing on either side

2. The petitioner entered into a contract with respondents 1 and 2 for supply of LED lights. The petitioner had sourced his supplies from the third respondent. The case of the third respondent is that the petitioner has not settled their bills. The third respondent had also filed a suit in O.S.No.66 of 2019 on the file of the Principal District Court, Dindigul, for recovery of money from the Writ Petitioner herein. Citing the dispute between the petitioner and the third respondent, the respondents 1 and 2 had not released the payment. That led to the filing of this Writ Petition.

3. When the matter was taken up for hearing, the learned counsel appearing for the third respondent drew my attention to the



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legal notice, dated 11.02.2019 issued by the writ petitioner, in which, it has been agreed by the petitioner that he owes to pay a sum of Rs.1,81,85,000/- to the third respondent. There is nothing on record to show that subsequent to this legal notice, the liability was cleared.

4. Even though the jurisdictional civil Court is seized of the matter, this Court cannot lose sight of the aforesaid concession made by the petitioner in his legal notice.

5. According to the respondents 1 and 2, they have to pay only a further sum of Rs.94,06,667/-. Even while granting liberty to the petitioner to file a fresh writ petition on the same cause of action, I direct the respondents 1 and 2 to remit the aforesaid amount of Rs.94,06,667/- to the credit of O.S.No.66 of 2019 on the file of the Principal District Court, Dindigul. This shall be done by the respondents 1 and 2 within a period of six weeks from the date of receipt of a copy of this order. Since the performance period had already expired, respondents 1 and 2 are directed to return the



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original bank guarantee papers to the petitioner, so as to facilitate the petitioner to revoke the bank guarantee. This shall be done by the respondents 1 and 2 within a period of three weeks from the date of receipt of a copy of this order. All the other issues of both the parties are left open.

6. Since the suit was filed by the third respondent in the year 2019, it shall be disposed of on merits and in accordance with law by the learned Principal District Judge, Dindigul, within a period of six months from the date of receipt of a copy of this order.

7. This Writ Petition is disposed of, accordingly. No costs. Consequently, connected miscellaneous petition is closed.

15.12.2023

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
RM



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Copy to :

The Principal District Judge,
Dindigul.

To:

- 1.District Rural Development Agency (DRDA),
Represented by its Chairman/ District Collector,
Collectorate Campus,
Dindigul District - 624 004.
- 2.The Project Director
District Rural Development Agency-Dindigul,
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Dindigul District - 624 004.



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G.R.SWAMINATHAN, J.

RM

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