

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED :05.04.2023

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

W.P.(MD)No.7616 of 2023
and
W.M.P.(MD).No.7092 of 2023

S.Sankar

... Petitioner

Vs.

1.The District Collector Cum Chairman,
District Rural Development Agency,
Thanjavur District.

2.The Project Director,
District Rural Development Agency,
Thanjavur District.

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus to call for the records relating to the order passed by the first respondent in Na.Ka.No. 2595/2020/A3 dated 20.02.2023 and quash the same as illegal and arbitrary and in consequence thereof direct the respondents to permit the petitioner to complete the work assigned as per the contract.

For Petitioner :Mr.P.Ganapathi Subramanian
For Respondents :Mr.D.S.Nedunchezian
Government Advocate

ORDER

The petitioner has challenged a communication dated 20.02.2023 by which the construction contract awarded to the petitioner was terminated.

2. The petitioner was awarded a contract in relation to the widening and strengthening of roads. The contract involved the execution of four items of work. Out of the said four items, it is stated by the petitioner that one item of work was completed and the petitioner received a sum of about Rs.42,41,000/- (Rupees Forty Two Lakhs Forty one Thousand Only).

3. According to the petitioner, after the change in the political dispensation there was complete non-cooperation from the officials of the respondents and therefore the execution of the remaining work was delayed.

4. Learned counsel for the petitioner submits that the writ petition was instituted in view of the apprehension that the respondents may contend that the termination order was not challenged.

5. The dispute evidently arises out of a construction contract relating to road work. From the averments in the affidavit in support of the writ petition, it is clear that disputed questions of fact arise relating to the fulfilment of reciprocal obligations under the construction contract. Such disputes cannot be appropriately addressed in the exercise of discretionary jurisdiction under Article 226 of Constitution of India. In case the relevant contract contains an arbitration clause, the petitioner should invoke the said clause. Otherwise, the petitioner should institute a civil suit before the jurisdictional civil court.

6. For reasons set out above, W.P.(MD).No.7616 of 2023 is disposed of by leaving it open to the petitioner to institute appropriate legal

proceedings in accordance with the contract between the parties. There shall be no order as to costs. Consequently, connected W.M.P.(MD).No.7092 of 2023 is closed.

05.04.2023

NCC :Yes/No
Internet :Yes/No
Index :Yes/No
sbm

To

- 1.The District Collector Cum Chairman,
District Rural Development Agency,
Thanjavur District.
- 2.The Project Director,
District Rural Development Agency,
Thanjavur District.

W.P.(MD)No.7616 of 2023

SENTHILKUMAR RAMAMOORTHY, J.

sbn

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and
W.M.P.(MD).No.7092 of 2023

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