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WP (MD) Nos. 21245 and 21260 of 2014

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated: 01.06.2023

CORAM:

THE HONOURABLE MR. JUSTICE **B. PUGALENDHI**

**WP (MD) Nos. 21245 and 21260 of 2014**  
**and**  
**WMP (MD) No. 11982 of 2022**

A. Muthiruvakkal ... Petitioner  
in WP (MD) No. 21245 of 2014

K. Bharathi ... Petitioner  
in WP (MD) No. 21260 of 2014

Vs

1. The Project Director,  
Tsunami Project Implementation Unit,  
100, Anna Salai,  
Guindy,  
Chennai - 600 032.
2. The District Collector /  
Chairman,  
Tsunami District Implementation Unit,  
Kanyakumari District,  
Nagercoil.
3. The Project Co-Ordinator,  
Tsunami District Implementation Unit,  
9, Popular Building,  
Nagercoil.

... Respondents in both WPs

**COMMON PRAYER:** Writ Petitions are filed under Article 226 of the Constitution of India seeking a writ of mandamus



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directing the 1<sup>st</sup> respondent to settle the dues payable to the petitioner for the works carried out in respect of the packages VII, IX, XI and XII under Rajiv Gandhi Rehabilitation Package Housing Works and refund of Earnest Money Deposit [EMD] and Security Deposit, based on the proceedings of the 2<sup>nd</sup> respondent in DIU-02/683-1/2008 dated 17.12.2012 and the subsequent proceedings in No.B1/683/2008 dated 25.11.2014 in the light of the orders passed in WA(MD)No.316 to 321 of 2010 dated 21.09.2010 along with interest, within a time frame to be fixed by this Court.

For Petitioner : Mr.P.Deepak

For Respondents : Mr.Veerakathiravan.

Additional Advocate General

assisted by S.Shaji Bino,

Special Government Pleader

in both WPs

**COMMON ORDER**

The petitioners are the contractors, who were engaged for construction of houses under Rajiv Gandhi Rehabilitation package for Tsunami affected areas in Kanyakumari District in the year 2008 and they have approached this Court that their dues were not settled to them.



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2. The learned Additional Advocate General appearing for the respondents, by referring the judgment passed in WA(MD) Nos. 316 to 321 of 2010, dated 21.09.2010 submits that the very same petitioners have already approached this Court for the very same relief and this Court considering the arbitration clause has rejected the writ petition and also directed them to work out the remedy under the Arbitration and Conciliation Act.

3. The learned Additional Advocate General by referring the Arbitration clause submits that the arbitration can be entertained only if the disputed amount is upto Rs. 50,000/- and even if the claim is more than Rs. 50,000/- they have to work out their remedy before the competent civil court.

4. In view of the terms of the contract agreement these writ petitions are disposed of with liberty to the petitioners either to work out their remedy before the competent civil court or under the Arbitration and Conciliation Act as directed by this Court in WA(MD) Nos. 316 to 321 of 2010, dated 21.09.2010. No costs. Consequently



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connected miscellaneous petition is closed.

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Internet : Yes / No

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**B. PUGALENDHI, J.**

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