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W.A.No.498 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.08.2024

CORAM

THE HONOURABLE Mr.JUSTICE S.M.SUBRAMANIAM

AND

THE HONOURABLE Mr.JUSTICE C.KUMARAPPAN

W.A.No.498 of 2022

and

CMP.No.3595 of 2022

M/s.MMTC Limited,
Represented by the Additional General Manager
Mr.E.Malar Vannan
6, Esplanade, Chennai House,
Chennai-600 108.

... Appellant

Vs.

1. M/s.Kamarajar Port Limited,
17 Jawahar Building,
Rajaji Salai, Chennai-600 001.
2. Yes Bank Limited,
ONE, International Center, Tower II,
15th Floor, Senapati Bapat Marg,
Elphinstone (W), Mumbai-400 013.
3. UCO Bank,
Chief Manager, Flagship Corporate Branch,
1st Floor, Mafatlar Center,
Nariman Point, Mumbai-400 021.



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4. SICAL Logistics Limited

Represented by (Insolvency Resolution Professional)

Mr.Sripatham Venkatasubramanian Ramkumar

(Regd. No.IBBI/IPA-001/IP-P00015/2016-2017/10039)

South India House, 73 Armenian Street,

Chennai-600 001.

5. SICAL Iron Ore Terminal Limited,

South India House, 73 Armenian Street,

Chennai-600 001.

... Respondents

Prayer: Writ Appeal filed under Clause 15 of Letters Patent praying to set aside the impugned order dated 30.11.2021 in WP.No.12950 of 2021 and thereby, quash the Termination Notice bearing No.KPL/OP/3.12/130 dated 22.03.2021.

For Appellant : Mr.M.R.Ramasubramaniam Raja

For Respondents : Ms.Arthi Fernandes for R1

J U D G M E N T

[Judgment of the Court was delivered by **S.M.SUBRAMANIAM, J.**]

The relief sought for in the writ petition is to quash the Termination of Contract in proceedings dated 22.03.2021 by the first respondent. The consequential relief is sought for to direct the 2nd respondent-Bank to grant extension of time for completion of work based on the contract entered into



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between the first respondent and the fifth respondent.

2. Disputed facts cannot be adjudicated in a writ proceedings.

Admittedly, the issues are relating to contractual obligations between the parties. Such issues are to be adjudicated with reference to the original documents and evidences available on record. The respondents 4 and 5 are private Companies. The contract entered into between the appellant and respondents 1 and 5 would be sufficient to form an opinion that the writ petition need not be entertained. The appellant has to redress its grievances by approaching competent Civil Court of law or the Forum, if any agreed between the parties under the agreement. Therefore, we do not find any infirmity in respect of the decision taken by the Writ Court in dismissing the writ petition.

3. Accordingly, this Writ Appeal stands dismissed. No Costs.

Consequently, connected CMP is also closed.

[S.M.S., J.] [C.K., J.]
02.08.2024

kmi

Index : Yes/No

Speaking order : Yes/No

Neutral Citation : Yes/No



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