



WEB COPY

WP No.9152 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04-04-2024

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THE HONOURABLE MR.JUSTICE S.M. SUBRAMANIAM

WP No.9152 of 2024

And

WMP Nos.10182 and 10184 of 2024

M/s.RK Enterprises,
Represented by its Managing Partner Mr.K.Eshaq,
No.69-1, Palaniappa Nagar,
Near K.P.N. Petrol Bunk,
Suramangalam,
Salem-636 005.

.. Petitioner

-VS-

1.The Managing Director,
Tamil Nadu Minerals Ltd.,
No.31, Kamarajar Salai,
"TWAD HOUSE",
Chepauk, Post Box No.2961,
Chennai-600 005.

2.The General Manager,
Tamil Nadu Minerals Ltd.,
No.31, Kamarajar Salai,
"TWAD HOUSE",
Chepauk, Post Box No.2961,
Chennai-600 005.

.. Respondents



Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Certiorarified Mandamus, calling for the records on the file of the respondents and quash the impugned order of Termination in Rc No.730/VAP-2/2023 dated 21.03.2024 as illegal, without jurisdiction and consequently direct the respondents to allow the petitioner to participate in further tenders floated by the respondent.

For Petitioner : Mr.R.Sivaraman

ORDER

The termination of contract for supply of Graphite Flakes, is under challenge in the present writ petition.

2. The petitioner is a Partnership Firm, represented by its Managing Partner.

3. The notice issued by the respondents terminating the sale award and forfeiting the security deposit, came to be challenged in the present writ proceedings.



4. Mr.R.Sivaraman, learned counsel for the petitioner, would submit that the reply given by the petitioner was not considered by the respondent before taking a decision to terminate the contract. The period of service is not expired and more-so the petitioner is in the process of continuing the contractual obligations.

5. That being so, the termination impugned and the black listing of the petitioner, would result in financial loss to the petitioner-firm. Therefore, the present writ petition is to be entertained.

6. The terms of contract and the agreement between the petitioner and the respondent, reveals that there is an Arbitration Clause agreed between the parties. Arbitration Clause 14 of the agreement stipulates as under:-

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration if both parties agree for in accordance with the Arbitration and Conciliation



Act, 1996 and the Award made in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be at Chennai and the language is in English only.”

7. The power of judicial review of the High Court under Article 226 of the Constitution of India, is to ensure the process through which a decision has been taken by the Competent Authorities, is in consonance with the Statutes and the Rules in force, but not the decision itself. Therefore, adjudication of the disputed facts are not entertained by the High Court.

8. As far as the contractual obligations are concerned, writ petitions are not entertainable, since it requires adjudication of facts based on documents and evidences available on record. The High Court cannot conduct a roving enquiry regarding the performance of contract between the parties.

9. Since Arbitration Clause has already been agreed between the parties, they are bound to invoke the same for the purpose of resolving the dispute between the parties.



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10. With the above observations, the present writ petition stands dismissed. However, there shall be no order as to costs.

Consequently, the connected miscellaneous petitions are also dismissed.

04-04-2024

Index : Yes/No
Internet: Yes/No
Speaking order/Non-Speaking order
Neutral Citation : Yes/No
Svn

To

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S.M.SUBRAMANIAM, J.



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