



W.P.No.11774 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.04.2024

CORAM :
THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

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KCP Infra limited,
Represented by its Director,
K.Muthukumarasamy
Number 4, Ground Floor
Alayam Space, Anandha Road,
Alwarpet, Chennai – 600 018.

... Petitioner

Vs.

1. The Additional Chief Secretary,
Highways and Minor Ports Department,
Secretariat, Chennai – 600 009.

2. The Superintending Engineer
Highways (Construction & Maintenance)
Highways Compound, Trichy Road,
Coimbatore – 641 018.

... Respondents

Prayer: Writ Petition is filed under Article 226 of Constitution of India, for issuance of writ of Mandamus, directing the respondents to consider and pass appropriate orders on the representation of the petitioner company dated 06.02.2024 and received by the Respondents on 12.02.2024 and 13.02.2024 respectively wherein a request has been made for payment of pending bill amount of Rs. 6.50 Crore and Rs. 70 Lakh towards price escalation/variation



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and in all a total sum of Rs. 7.20 Crore for the work order bearing Lr.No. TRP 193/2020/JDO-2/dated 25.02.2021, within a reasonable time frame as fixed by this Court.

For Petitioner : Mr.C.P.Hemkumar
for M/s.Ganesh and Ganesh

For Respondents : Mr.N.Naveen Kumar
Government Advocate

ORDER

Right arising on account of contract between the parties cannot be equated with the constitutional rights, which all are enforceable through constitutional courts. The practice of filing representation to the Authorities to comply with the terms of contract would not provide a cause for institution of a writ proceedings under Article 226 of the constitution of India. Such contractual obligations are to be enforced in the manner known to law, either through Arbitration proceedings or by approaching the competent civil court of law.

2. Mr.N.Naveen Kumar, learned Government Advocate appearing on behalf of the respondents would submit that the Government settled 26.36 crores to the petitioner on 28.03.2024 and asked the petitioner to produce the



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completion certificate enabling the Government to consider the claim of the petitioner to settle the balance amount.

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3. However, the claim of the petitioner arouse from and out of the contractual obligations. Therefore, the writ court cannot adjudicate. Disputed facts relating to contract cannot be adjudicated, since the terms are to be adjudicated in the manner known to law. Merely issuing a direction to consider the representation would do no service to the cause of justice. It is a mutual obligation arouse out of contract between the parties. In the event of dispute exist, the parties have to resolve the same in the manner contemplated under the contract or by approaching the competent civil court of law.

4. The practice of filing a writ petition to direct the respondents to dispose of the representation in a contractual matters cannot be encouraged. In the event of issuing a direction, there is a possibility of mis-carriage of justice or such directions may be abused by the contractors or any other party for the purpose of settling the issues otherwise not in consonance with the terms and conditions of the contract. At the outset, the repercussions of such contracts are also to be considered by the High Court. Therefore,the petitioner



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is at liberty to workout his remedy in the manner known to law. Accordingly,
the Writ Petition stands **disposed of**. No costs.

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Index : Yes/No
Speaking Order : Yes/No
Neutral Citation : Yes/No
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To

1. The Additional Chief Secretary,
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Highways (Construction & Maintenance)
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S.M.SUBRAMANIAM,J.

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