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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 03.04.2024

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.Nos.33361 & 33366 of 2023

and

W.M.P.Nos.33087, 33090, 33095 & 33096 of 2023

M/s.Elastomer Lining Works,
Represented by its Partner, Mr.Uttam Bhardikar,
Aged 64 years,
Plot No.22/23, M.I.D.C,
Chemical Zone,
Ambernath – 421 501, Maharashtra.

... Petitioner
in 2 WPs

Vs.

Integral Coach Factory,
Represented by its General Manager,
Chennai – 600 038.

... Respondent
in 2 WPs

Prayer in WP.No.33361/2023: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records relating to the impugned proceedings of the respondent in holding the Rejection Advices No.20230288 and 20230289 both dated 21.09.2023 issued by the respondent for rejecting a quantity of 2528 as well as a quantity of 7330 and 142 pieces covered by Rejection Advices No.20230225 dated 07.08.2023 and 20230223 dated 03.08.2023 as contrary to the provisions of



MSME Act, 2006 as applicable to the petitioner firm and quash the said proceedings as arbitrary, without authority of law.

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Prayer in WP.No.33366/2023: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records relating to the impugned proceedings of the respondent in holding the Rejection Advices No.20230118 dated 26.05.2023 and 20230301 dated 04.10.2023 issued by the respondent for rejecting a quantity of 11335 and 17200 pieces respectively as contrary to the provisions of MSME Act, 2006 as applicable to the petitioner firm and quash the said proceedings as arbitrary, without authority of law.

For Petitioner : Mr.S.Murugappan
(in 2WPs)

For Respondent : Mr.K.Srinivasamurthy
Senior Panel Counsel Central Govt.
(in 2WPs)

COMMON ORDER

The Rejection Advices dated 26.05.2023, 21.09.2023 and 04.10.2023 issued by the respondent are under challenge in the present writ petition.

2. The petitioner Firm is a registered Partnership Firm engaged in the business of manufacturing and supplying various types of rubber products



such as Rubber Sheet and Profiles for industrial use. The petitioner firm is a duly approved / registered supplier for Research Design Standard Organisation, Integral Coach Factory (ICF) and other production units under the Ministry of Railways.

3. The petitioner supplied rubber material to the Integral Coach Factory (ICF). The said materials were tested as per the terms and conditions of the contract and authorities found some of the materials supplied by the petitioner are defective and not in consonance with the standard agreed between the parties and under the warranty clause.

4. The writ petitions filed pertaining to the contractual obligation are not entertainable. Such disputes require an adjudication based on the documents and evidences available on record.

5. However, Mr.K.Srinivasamurthy, learned Senior Panel Counsel Central Government appearing on behalf of the respondent pointed out that a joint inspection was conducted, wherein the petitioner also participated. The joint inspection report reveals that some of the materials supplied by the



petitioners are defective. The reasons for rejection has been stated that as the sample tested does not conform to the specification quoted in the test requisition since shore hardness (A0) found to be 83 against 65+(or)-5 and compression set 64.53% against 40% (maximum) specified. Hence rejected.

6. The representative of the petitioner / Company also participated in the joint inspection. The contract reveals that it provides warranty / guarantee and Clause 3202 of the contract states that “The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser”.

7. In view of the fact that the petitioner has not established any *prima facie* case for interference by the Writ Court under Article 226 of the Constitution of India, the writ petitions are not entertainable.



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8. Accordingly, these Writ Petitions stand dismissed. No costs.

Consequently, connected Miscellaneous Petitions are closed.

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Index : Yes

Speaking order

Neutral Citation : Yes

To

Integral Coach Factory,
Represented by its General Manager,
Chennai – 600 038.



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S.M.SUBRAMANIAM, J.

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