



W.P.(MD)Nos.18931 to 18936 of 2017

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 23.01.2024

CORAM:

THE HONOURABLE MR.JUSTICE B.PUGALENDHI

W.P.(MD)Nos.18931 to 18936 of 2017
and W.M.P.(MD)Nos.15272 to 15283 of 2017

W.P.(MD)No.18931 of 2017

M/s.Premier Garment Processing
Rep. by its Proprietor, Ibrahim Shah
Having Office at
No.29 Govindan Street,
T.Nagar, Chennai – 600 017.

... Petitioner

versus

1. The Southern Railway
Rep. by its Senior Divisional
Mechanical Engineer/Madurai
Divisional Office,
Mechanical Branch,
Madurai – 625 016.

2. The Divisional Railway Manager (Madurai)
Southern Railway,
Madurai – 625 016.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India,
seeking for the issuance of Writ of Certiorarified Mandamus, to call for



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the records relating to the proceedings of the 1st respondent herein bearing No.U/M.35/Tender/Misc. Dated 05.07.2017 and quash the same and direct the respondents herein to forthwith pay to the petitioner the sum of Rs.7,23,076/- deducted by way of penalty from the bills of the petitioner for the supply of Bed Roll Kits made in respect of Train No.16713/16714 MS-RMM-MS and Train No. 16733/16734 RMM-OKHA-RMM Express for the period from 01.02.2016 to 31.01.2018.

For Petitioner : Mr.C.Mahadevan

For Respondents : Mr.K.R.Laxman
Standing Counsel

COMMON ORDER

These writ petitions have been filed challenging the proceedings dated 05.07.2017, passed by the first respondent, deducting certain amount as penalty as per the agreement.

2. The petitioner is a Contractor distributing the Bed Roll Kits to the Passengers travelling in A/C coaches of Trains operated by the Souther Railways. While so, the first respondent has passed the



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impugned proceedings dated 05.07.2017 informing that the petitioner has not maintained the contract in a proper manner and therefore, certain amounts have been deducted as per the agreement. Challenging the same, the petitioner has filed these writ petitions.

3. The learned counsel appearing for the petitioner submits that the impugned orders have been passed without providing an opportunity of hearing to the petitioner.

4. The learned Standing Counsel appearing for the Southern Railway submits that the issue between the petitioner and the respondents is purely contractual in nature and the impugned orders have been passed based on the contract agreement. He further submits that Clause 30 of the agreement provides an arbitration.

5. This Court considered the rival submissions made.



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6. By the orders impugned in these writ petitions, the first respondent has deducted certain amounts as penalty. The impugned orders do not disclose the manner in which, the petitioner has violated the terms and conditions of the contract. Apparently, it appears that the impugned orders have been passed without providing an opportunity of hearing to the petitioner. Therefore, the impugned orders are liable to be set aside.

7. Accordingly, these writ petitions are allowed and the impugned orders dated 05.07.2017 passed by the first respondent are set aside and these matters are remitted back to the first respondent for fresh consideration. No costs. Consequently, connected miscellaneous petitions are closed.

23.01.2024

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NCC : Yes / No.
Index : Yes / No.
Internet : Yes / No.



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To

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B.PUGALENDHI, J.

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