IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 22.10.2025
Pronouncing orders on : 25.10.2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

OP No. 425 of 2000
AND
OP NO. 469 OF 2000

OP No. 425 of 2000

Tamil Nadu Green Energy Corporation Limited (TNGECL)
Rep by its Chief Engineer
Er.S.Vivekanandan,
Projects/Civil/Kundah/Kundah Palam,
Nilgiris - 643219

Petitioner(s)

(Amended as per order dated 24/09/2025 in Memo Dt.24/09/2025)

Vs

1.M/s.Hindustan Construction
Co.Ltd.,
Construction House,
Walchand Hirachand Marg,
Bellard Estate, Mumbai 400038.

2.Hon'ble Mr.Justice S.SivaSubramaniam,
Retired Judge of Madras High Court,
11, II Cross St.,
Ramakrishna Nagar,
Chennai 600 028.

3.P.K.Vedanayagam,
Retd. Chief Engineer
Pwd., Tamil Nadu, CBI Bungalow,
6/33, Cherry Road.,
Salem 636007.

Respondent(s)

PRAYER : Petition filed under Section 30 & 33 of the Indian Arbitration Act, 1940, praying to set aside the award allowing some of the claims on the ground of nullity, and that the award is unenforceable in law; set aside the award dated 19.6.98 passed by the second and third respondents, in so far as it relates to the award of claims namely, claim c, e, h, i, j, k, l, m and n; to set aside the award of interest @ 15%; to set aside the award of cost in favour of the first respondent; to award cost of this proceedings in favour of the petitioner Board.

For Petitioner(s): Mr.N.C.Ramesh
Senior Counsel
for Mr.P.Thiagarajan
and Mr.G.Dhyaneshwar

For Respondent(s): Mr.Balaraman for
Mrs.Mallika Srinivasan

OP No. 469 of 2000

M/s.Hindustan Construction Co.Ltd.,
Construction House,
Walchand Marg, Ballard Estate,
Mumbai 400 038.

Petitioner(s)

Vs

1.Tamil Nadu Green Energy Corporation Limited (TNGECL)
Through its Chief Engineer,
Hydro Projects, Lower Mettur Hydro Electric Project,
Car Street, Periyar District,
Tamil Nadu 638 301

2.P.K.Vedanayagam,
Joint Arbitrator,
CSI Bangalow, 6/33, Cherry Road,
Salem 636007.

3.Justice S.Sivasubramaniam,
Retd. Judge of Madras High Court,
11, Second Cross St.,
Ramakrishnannagar, Madras 600 028.

Respondent(s)

(R1 and R2 Amended as per order dated 25/09/2000 in A.No.3360 of 2000)

PRAYER Petition filed under Section 30 of the Arbitration Act, praying to set aside the Award dated 19.06.1998 passed by the 2nd and 3rd respondents against the petitioner; to direct the respondent to pay the petitioner interest from the date of claim petition to the date of award the cost of the petition.

For Petitioner(s): Mr.Balaraman for
Mrs.Mallika Srinivasan

For Respondent(s): Mr.N.C.Ramesh
Senior Counsel
for Mr.P.Thiagarajan
and Mr.G.Dhyaneshwar

ORDER

These petitions have been filed under Section 30 & 33 of the Indian Arbitration Act, 1940 (for the sake of brevity, hereinafter referred to as 'the Act') both by the claimant as well as the Tamil Nadu Green Energy Corporation Limited (TNGECL). Insofar as O.P.No.425 of 2000 is concerned, the petitioner challenges the Award dated 19.06.1998, insofar as awarding claims c, e, h, i, j, k, l, m and n. The petitioner has also questioned the interest that was awarded by the Arbitral Tribunal and the cost ordered to be paid in favour of the respondents. Insofar as O.P.No.469 of 2000, the petitioner has filed this petition challenging the remaining claims that were rejected by the Arbitral Tribunal. The petitioner has also sought for pendente lite interest.

2.The TNGECL, in the year 1980, invited sealed tenders for civil works of construction of Weir, Piers etc., and Slabs for roadway and R.C.C.

Tee Beam and slab support for Gantry, under Specification No.C.1279 for Barrages I to IV for Lower Mettur Hydro Electric Project. In response to the said tender, the claimant Company submitted the tender. The contract was awarded in favour of the claimant. The contract provided for completion of the work within 24 months. After discussions and negotiations, four letters of acceptance for Barrages I, III and IV on 28.09.1981 and for Barrage II on 01.10.1981 was issued by the TNGECL including Standard Arbitration Clause. The escalation clause was also incorporated. Four agreements were signed for four Barrages on 01.10.1982.

3.Pursuant to the contract agreements, the required sites were handed over to the claimant on various dates. Even though, the contractual period was for 24 months, the time was extended and the work that was supposed to be completed in the year 1983 was completed in the year 1988/1989. After the completion of work, the claimant raised various claims and since the same was disputed by the TNGECL, Arbitral Tribunal was constituted.

4.The claimant raised the following claims:

S.No	***Particulars***	***Amount Rs.***
a. (i)	Pier concrete with different mixes with reinforcement in hearting of pier	25,67,654-49
(ii)	Escalation	8,89,204-42
b. (i)	Bed Block and Pedestal concrete	8,34,954-75
(ii)	Escalation	3,36,854-98
c.	Penalty for the Board not obtaining due authorisation from Government for operation of quarry at Panthalkaradu	4,85,551-55
d.	Delay in handing over of site for doing wearing coat and parapet works	40,00,000-00
e.	Usage of spalls from Excavated muck	2,79,052-63
f.	Interest on work bill payment due to delay in payments	21,62,288.24
g.	Interest on escalation payment due to delay in payments	37,57,877-05
h.	Sales-tax reimbursement an amount of Rs.2,16,234-30 is paid out of Rs.5,84,990-93 (Rs.5,84,990-93 - Rs.2,16,234.30)	3,68,756-63
i.	Foundation Drilling & Grouting at	70,000-00

S.No	*Particulars*	*Amount Rs.*
	Barrage III	
j.	Cement used for enabling works	7,09,752-00
k.	Interest charges for over-payment of Barrage III works	86,923-00
l.	Escalation during the period 7/85 to 12/85	33,047-40
m.	Drilling holes 40 mm. dia and fixing Grip Roads over and above 2.5 m. length	3,28,190.56
n.	Penalty on extension of time approved	38,471-00
		1,69,48,578-70

5.The TNGECL refuted the claims made by the claimant and based on the stand taken by both sides, issues were framed by the Arbitral Tribunal. CW.1 and CW.2 were examined on the side of the claimant and Exs.C1 to C28 were marked on the side of the claimant. RW1 was examined on the side of the TNGECL and Exs.R1 to R27 were marked.

6.The Arbitral Tribunal on considering the entire facts and circumstances of the case and the various clauses in the agreement and on considering the evidence let in by both sides, allowed claims c, e, h, i, j, k, l, m and n. All the other claims were rejected. Aggrieved by the same, both parties have approached this Court under Sections 30 & 33 of the Act.

7.The learned Senior Counsel appearing on behalf of the TNGECL submitted that the claims that were granted in favour of the claimant are all barred by limitation and the Tribunal did not even go into the question of limitation and therefore, the award is liable to be interfered with respect to the claims awarded as perverse and against the public policy, since it was in violation of the substantive law of limitation. The learned Senior Counsel also questioned the interest granted by the Arbitral Tribunal at the rate of 15%, since it contravenes the Interest Act and there was no agreed rate of interest between the parties. The learned Senior Counsel also questioned the cost of Rs.2,50,900/- awarded by the Tribunal.

8.Per contra, the learned counsel for the claimant submitted that the issue of limitation has been specifically taken only before this Court and it was not even raised as a ground before the Arbitral Tribunal. The learned counsel further submitted that limitation is a mixed question of fact and law and unless it is raised at the first instance, it cannot be permitted to be raised for the first time in the petition filed under Sections 30 & 33 of the Act. The learned counsel further submitted that even otherwise, the claims that were awarded by the Arbitral Tirbunal were not barred by limitation. The learned counsel submitted that the Arbitral Tribunal went wrong in rejecting the other claims and also in not awarding pendente lite interest. It was therefore contended that the Award of the Arbitral Tribunal is liable to be interfered to that extent.

9.This Court has carefully considered the submissions made on either side and also the materials available on record.

10.The TNGECL called for tender and the claimant submitted their bid on 25.04.1980. After negotiations/meetings, the letter of acceptance was given by the TNGECL for Barrages I, III and IV on 28.09.1981 and for Barrage II on 01.10.1981. The sites for Barrages I, III and IV were handed over on 17.10.1981 and the time for completion was fixed as 16.10.1983. Insofar as Barrage II, the site was handed over on 22.10.1981 and it was expected to be completed by 21.10.1983.

11.For the purpose of performing the work, it involved quarrying operations at Panthalkaradu. This quarry site was handed over on 11.01.1982. The claimant was not aware of the fact that TNGECL did not obtain any permission and the quarry site was handed over by giving an impression to the claimant that they can proceed further to quarry in order to utilize the quarried material for the work.

12.The four agreements for four Barrages (Ex.C15) were signed on 01.10.1982. In this agreement, at Clause No.16, it was stated that TNGECL will obtain permission for operation of the quarry.

13.Since the quarry operations were conducted without obtaining proper permission, the lorries were seized by the Revenue Department. Only thereafter, application was submitted by the TNGECL on 29.12.1983 to the Collector for granting necessary permission for quarrying. Curiously, this application was made after the contract period was over on 16.10.1983/21.10.1983. In the meantime, the Collector imposed penalty for illegal quarry. Subsequently, permission was granted by the Collector for quarrying operation on 26.03.1983 valid up to 31.12.1985.

14.The petitioner, in the meantime, was contesting the imposition of penalty and seizure of vehicles and after having lost before this Court, decided to pay the penalty. Ultimately, the work was completed only in the year 1988/1989. Thereafter, the claimant raised the bills under various heads and it was not settled. Since the claims were rejected, the dispute was referred to the Arbitral Tribunal.

15.This Court will first go into the claims that were awarded in favour of the claimant.

16.Claim - 'c' pertained to Penalty for the TNGECL not obtaining Quarrying Authorization at Panthalkaradu. The Arbitral Tribunal took into consideration the fact that under Clause 16, the responsibility to obtain necessary permission/authorisation was on the TNGECL and since, the TNGECL failed to secure the required permit and instructed the claimant to proceed with the quarrying operations, the penalty was levied against the claimant. This penalty amount was paid by the claimant on 11.12.1987.

17.According to the TNGECL, the three years period from the date of cause of action ended on 10.12.1990 and whereas, the claim was raised by the claimant only on 14.12.1990, which is barred by limitation.

18.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union of India and Another v. British India Corporation Ltd., and Another*** reported in ***(2003) 9 SCC 505***.

19.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

20.The Arbitral Tribunal has taken into consideration the counter filed by the TNGECL stating that during May 1988, the claimant had made a claim for payment of amount towards penalty. If that is taken into consideration, the claim raised by the claimant is well within the limitation, since the limitation ends only in May 1991. The copy of the penalty that was paid by the claimant was submitted to the Chief Engineer through letter dated 30.06.1988, requesting for reimbursement of the amount. Hence, this claim is not barred by limitation. In any event, the Arbitral Tribunal has provided proper reasons for granting this claim in terms of Clause 16(ii) of the Contract.

21. Claim - 'e' pertains to Usage of Spalls from the Excavated Muck. Insofar as this claim is concerned, the claimant was requesting for the balance after the TNGECL had deducted a higher rebate.

22.The TNGECL had initially claimed a rebate of Rs.3.24 Lakhs and thereafter, raised to Rs.3,88,243.17/-, while the claimant had agreed to a rebate of Rs.1,08,785.02/-. The Arbitral Tribunal on considering the evidence came to a conclusion that the TNGECL failed to place acceptable evidence showing that the claimant was benefitted more than the amount of rebate they had agreed to give. In view of the same, the Arbitral Tribunal ordered for the reimbursement of Rs.2,79,052.63/- to the claimant.

23.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union of India and Another v. British India Corporation Ltd., and Another*** reported in ***(2003) 9 SCC 505***.

24.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

25.The Arbitral Tribunal has taken note of fact that the TNGECL raised the rebate claim vide letter dated 22.09.1998. It further recorded the finding that the claimant by letter dated 18.11.1998 requested the TNGECL for reimbursement. If that is taken into consideration, the claim was very much within limitation. The grant of this claim by the Arbitral Tribunal does not suffer from any perversity.

26.Claim - 'h' pertains to Sales Tax Reimbursement. The Arbitral Tribunal has taken into consideration the liability of the TNGECL to reimburse the sales tax imposed under the Sales Tax Act. For this purpose, the Tribunal also considered the evidence of RW1. The Tribunal denied the contention raised on the side of the TNGECL stating that there is a six months initial delay on the part of the claimant which is only attributable to the claimant. Considering the same, the Arbitral Tribunal assigned reasons and directed the TNGECL to reimburse the balance amount of Rs.3,68,756.63/-

27.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union***

of India and Another v. British India Corporation Ltd., and Another reported in ***(2003) 9 SCC 505***.

28.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

29.The stand taken by the TNGECL as if the date of limitation starts from 08.10.1986 is not correct. A careful reading of Paragraphs 153 to 162 shows that the actual cause of action arose only on 22.12.1989, when the letter written by the TNGECL was received by the claimant. If that is taken into consideration, the claim is clearly within the period of limitation. Even otherwise, the Arbitral Tribunal has discussed the issue in detail while awarding the claim and those findings do not suffer from any perversity.

30.Claim - 'i' pertains to Foundation Drilling & Grouting at Barrage II. The TNGECL had withheld this amount on the ground that the claimant did not drill 133 holes. While dealing with this issue, the Tribunal found that 97 holes were outside the contract area and the remaining 36 could not be drilled due to weak strata, necessitating a different treatment prescribed by the TNGECL. Hence, the Tribunal found that withholding this amount was unjustifiable and directed repayment of a sum of Rs.70,000/-.

31.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act.

Useful reference can be made to the judgement of the Apex Court in ***Union of India and Another v. British India Corporation Ltd., and Another*** reported in ***(2003) 9 SCC 505***.

32.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

33.Paragraph No.172 of the Award clearly explains as to why this claim is not barred by limitation. The said finding does not suffer from any perversity warranting the interference of this Court.

34.Claim - 'j' pertains to Payment of Interest Charges for the Usage of Cement. The TNGECL recovered a sum of Rs.7,09,752/- by charging cement used beyond 50 tonnes. The Tribunal based on the evidence came to a conclusion that the usage of the cement was for bonafide purposes and was done with the knowledge of the TNGECL and it was used for enabling works which were not part of the original schedule. Accordingly, the Tribunal ordered for the reimbursement of the amount.

35.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union of India and Another v. British India Corporation Ltd., and Another*** reported in ***(2003) 9 SCC 505***.

36.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

37.The recommendation for recovery was made by the Superintending Engineer, Bhavani, by letter dated 21.06.1989 and the said recommendation was rejected by letter dated 04.01.1990. Therefore, this claim is not barred by limitation and the finding of the Arbitral Tribunal does not suffer from any perversity warranting the interference of this Court.

38.Insofar as Claim - 'k' is concerned, it pertains to interest charges for over payment of Barrage III works.

39.The Tribunal took into consideration the fact that Clause 8.2 of the Agreement allows only for adjustment of over payments in subsequent bills and make no provision for recovery of interest on such over payments. Therefore, it was held that the TNGECL was not entitled to claim interest.

40.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union of India and Another v. British India Corporation Ltd., and Another*** reported in ***(2003) 9 SCC 505***.

41.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

42.The claim made by the claimant is not barred by limitation and the reasons assigned at Paragraph No.193 of the Award substantiates this finding. Hence, the findings of the Arbitral Tribunal does not suffer from any perversity.

43.Insofar as Claim - 'l' is concerned, it pertains to Escalation Cost during the extended period between July 1985 to December 1985.

44.The Tribunal has dealt with this issue from Paragraph No.194 up to Paragraph No.205. The Tribunal took note of Exs.C12, C13 and C15. The Tribunal considered the fact that the extension of time was granted. Thereafter, a sum of Rs.33,074/- was granted under this head.

45.The main ground that was raised on the side of the TNGECL is that the dispute has been settled between the parties and it cannot be revived and this dispute is non-arbitrable and beyond limitation.

46.The Tribunal has considered the scope of Ex.C13 letter dated 01.11.1989 and Paragraph Nos.3 and 5 in the said letter were dealt with. The Tribunal also considered the evidence of RW1 who stated that the second extension letter dealt with the escalation for the period beyond 01.07.1985 up to the end of the extended period. In view of the same, the Tribunal did not agree with the stand taken by the TNGECL that the period gets restricted as per amendments 8 and 9.

47.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union of India and Another v. British India Corporation Ltd., and Another*** reported in ***(2003) 9 SCC 505***.

48.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

49.This finding of the Tribunal certainly does not suffer from any perversity or manifest illegality.

50.Claim - 'm' pertains to Drilling Holes 40 mm Dia & Fixing Grip Rods over and above 2.5 m Length.

51.The Tribunal on considering the materials came to a conclusion that the claimant has laid extra length of grip rods beyond 2.5 m length and hence, it was held that the claimant is entitled to receive the amount under this claim.

52.The issue of limitation was not specifically raised by the TNGECL before the Arbitral Tribunal. It is now too well settled that even if the question of limitation is not raised, it is incumbent upon the Court to consider the question of limitation under Section 3 of the Limitation Act. Useful reference can be made to the judgement of the Apex Court in ***Union***

of India and Another v. British India Corporation Ltd., and Another reported in ***(2003) 9 SCC 505***.

53.The issue of limitation in most cases is a mixed question of fact and law. Hence, it will always be appropriate to raise the question of limitation which can be framed as an issue and the Tribunal can deal with that issue based on facts that emerged at the time of tendering evidence. The TNGECL in the statement of defence has made a general statement that the issue of limitation must be considered for all claims made by the claimant. Apart from that there is not even a single averment to explain as to how the claims are barred by limitation.

54.The Tribunal has taken into consideration the fact that the claim made by the claimant was under consideration till August 1990, which was evident from the letter dated 03.08.1990. Hence, this claim is not barred by limitation and the findings of the Tribunal does not suffer from any perversity.

55.Claim - 'n' pertains to Penalty on Extension of Time Approved. The Tribunal while considering this issue has rendered a finding that the TNGECL failed to submit any proof of loss and hence, there was no justification in the levy of penalty. Accordingly, a direction was given to pay back the amount to the claimant.

56.The submission made on the side of the TNGECL is that this issue is not arbitrable and there was no proof to show that penalty was imposed by the TNGECL.

57.The Tribunal has dealt with this issue in detail from Paragraph No.219 up to Paragraph No.228. The Tribunal came to a conclusion that if at all penalty has to be imposed, Sections 73 and 74 of the Contract Act comes into play and under Section 74, such penalty or damages cannot be recovered without proving actual loss. This finding rendered by the Tribunal does not suffer from any perversity.

58.It is relevant to state that the Tribunal while rejecting the other claims has properly appreciated the grounds raised by both sides and assigned reasons for the rejection. Such reasons assigned by the Tribunal is a possible view and this Court cannot interfere with the same just because an alternative view is available.

59.The last issue pertains to the award of interest and cost. The TNGECL has questioned the interest awarded as exorbitant. The claimant has questioned on the ground that no pendente lite interest was awarded. The above issue was dealt with in Issue No.18 by the Arbitral Tribunal. The Tribunal took into consideration the various judgements of the Apex Court and came to a conclusion that the claimant will not be entitled for interest either for the pre-reference period or during the pendente lite in the light of

Clause 13 of the Contract. Therefore, the Tribunal awarded payment of interest at the rate of 15% from the date of Award till the date of actual realisation. While fixing the rate of interest at 15%, the Tribunal has taken into consideration the prevailing market rate. This finding of the Tribunal does not suffer from any perversity and in fact, the Tribunal has taken the pains to explain as to why the claimant is entitled only for post award interest.

60.The award of cost of a sum of Rs.2.50 Lakhs by the TNGECL to the claimant is very reasonable and it is not on the higher side.

61.The conspectus of the above discussion leads to the only conclusion that the Award passed by the Tribunal does not suffer from perversity or manifest illegality. It also does not contravene the fundamental policy of Indian Law, since none of the claims that were granted in favour of the claimant is barred by limitation.

62.In the result, both the petitions stand dismissed. Considering the facts, there shall be no order as to costs.

25-10-2025

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

To

1.M/s.Hindustan Construction Co.Ltd.,
Construction House,
Walchand Hirachand Marg,
Bellard Estate, Mumbai 400038.

2.Hon'ble Mr.Justice S.SivaSubramaniam,
Retired Judge of Madras High Court,
11, II Cross St.,
Ramakrishna Nagar,
Chennai 600 028.

3.P.K.Vedanayagam,
Retd. Chief Engineer
Pwd., Tamil Nadu, CBI Bungalow,
6/33, Cherry Road.,
Salem 636007.

N.ANAND VENKATESH J.

ssr

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