



W.P.No.4323 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.08.2025

CORAM

THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

W.P.No.4323 of 2024

M/s.D.V.Enterprises
Rep. by its HR Manager Roby Thomas
N.74, II Floor
Hennur Main Road
Bangalore 560 043

.. Petitioner

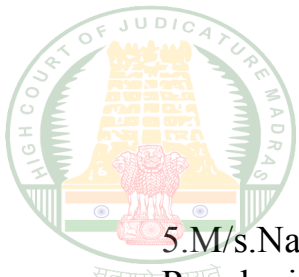
Vs.

1.The Regional Director, Regional Office
Employees State Insurance Corporation
No.143, Sterling Road
Nungambakkam, Chennai 600 034

2.The State Medical Commissioner
O/o.The State Medical Commissioner (Tamil Nadu)
Employee's State Insurance Corporation
No.143, Sterling Road
Nungambakkam, Chennai 600 034

3.The Chairman
Hospital Development Committee
Medical and Rural Health Services (ESI) Department
ESI Hospital, Ayanavaram
Chennai 600 023

4.The Executive Engineer
ESI Corporation
No.143, Sterling Road
Nungambakkam, Chennai 600 034



W.P.No.4323 of 2024

5.M/s.National Buildings Construction Corporation Ltd.

Rep. by its Project Manager

ESIC Works, ESI Hospital

Ayanavaram, Chennai 600 023

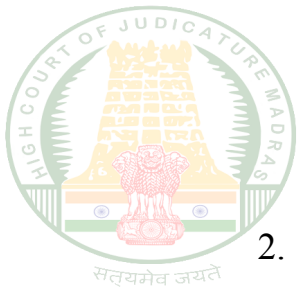
.. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of certiorarified mandamus calling for the records pertaining to the order passed by the 4th respondent in 51-File No.51-W-11-DV Ent-2020-C&M/1 dated 23.02.2022 and quash the same and further direct the respondents 1 to 4 jointly and severally to pay the pending bills to the tune of Rs.1,22,82,962.86 with interest @ 18% p.a. from the last date of completion of work to the petitioner firm within a stipulated time.

For petitioner : Mr.T.Saravanan
For RR1, 2 & 4 : Mr.G.Bharadwaj
For R3 : Mr.E.Sundaram
Government Advocate

ORDER

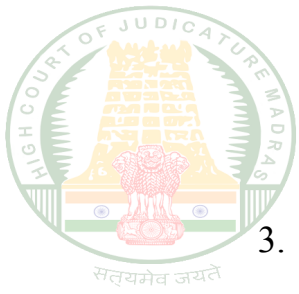
This writ petition has been filed challenging the impugned proceedings of the 4th respondent dated 23.02.2022 and for a consequential direction to the respondents 1 to 4 to pay the pending bills to the petitioner to the tune of Rs.1,22,82,962.86 along with interest at the rate of 18% p.a. from the date of completion of the work till the date of actual payment.



W.P.No.4323 of 2024

WEB COPY

2. The case of the petitioner is that the 5th respondent was originally entrusted with the construction and maintenance work by the 3rd respondent and at that point of time, the petitioner was a sub-contractor. The 5th respondent subsequently withdrew from the contract and hence, the 3rd respondent entrusted the work to the petitioner through an agreement dated 10.11.2012. The petitioner had executed the work promptly for the period from 2012 to 2015. For the various bills raised by the petitioner to the total tune of Rs.2,28,08,590.86, only a part payment was made to the petitioner to the tune of Rs.1,05,25,628/-. The majority of the payments were received by the petitioner from the 2nd respondent and the balance was received from the 3rd respondent. On completion of the entire work, the petitioner was requesting for the payment of the balance amount to the tune of Rs.1,22,82,962.86. The 3rd respondent informed the petitioner that the 4th respondent is the competent authority who has to settle this amount. When the petitioner went to the 4th respondent, he was informed that it is only the 3rd respondent who is the competent authority to settle the bill. Thus, the petitioner was made to run from one authority to another and the balance amount was not settled. It is under these circumstances, the present writ petition came to be filed before this Court.



W.P.No.4323 of 2024

3. Counter affidavits have been filed by the respondents 1 to 4. On carefully going through the counter affidavits, there is no denial with regard to the fact that the services of the petitioner were utilised by the 3rd respondent. The only issue is with respect to the authority who has to actually clear the bills of the petitioner. Each respondent is pointing out to the other and denying their liability.

4. Heard both sides and perused the materials placed on record.

5. When the matter was taken up for hearing today, the learned counsel for the petitioner brought to the notice of this Court various documents to show that it is actually the 2nd respondent who has to make the balance payment to the petitioner. The communication dated 04.05.2015 made by the 2nd respondent to the 3rd respondent also substantiated this fact.

6. In the case in hand, there is no dispute to the fact that the petitioner's services were engaged by the 3rd respondent. It is also not in dispute with regard to the fact that the petitioner has successfully completed the work. It is also not seriously disputed regarding the amount payable to the petitioner. The



W.P.No.4323 of 2024

only controversy revolves around the authority who has to make the payment. It is now understood that the 2nd respondent has to settle the bills. This is more so in view of the fact that the earlier bills that were settled to the petitioner was done on most of the occasions only by the 2nd respondent.

7. In the light of the above discussion, there shall be a direction to the 2nd respondent to settle the pending bills to the petitioner to the tune of Rs.1,22,82,962.86, after verifying all the bills. This process shall be completed by the 2nd respondent within a period of eight weeks from the date of receipt of a copy of this order. It is made clear that if the dues are not paid to the petitioner within the time frame fixed by this Court, it will carry interest @ 7.5% p.a. from the date of the bill till the date of final settlement of the amount to the petitioner.

In the result, this writ petition is allowed with the above directions.

No costs.

22.08.2025

gya

Index : Yes/No

Neutral Citation : Yes/No



W.P.No.4323 of 2024

N. ANAND VENKATESH, J.

gya

WEB COPY

To

1.The Regional Director, Regional Office
Employees State Insurance Corporation
No.143, Sterling Road
Nungambakkam, Chennai 600 034

2.The State Medical Commissioner
O/o.The State Medical Commissioner (Tamil Nadu)
Employee's State Insurance Corporation
No.143, Sterling Road
Nungambakkam, Chennai 600 034

W.P.No.4323 of 2024

3.The Chairman
Hospital Development Committee
Medical and Rural Health Services (ESI) Department
ESI Hospital, Ayanavaram
Chennai 600 023

4.The Executive Engineer
ESI Corporation
No.143, Sterling Road
Nungambakkam, Chennai 600 034

5.M/s.National Buildings Construction Corporation Ltd.
Rep. by its Project Manager
ESIC Works, ESI Hospital
Ayanavaram, Chennai 600 023

22.08.2025