



W.P.No.13511 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 16.04.2025

CORAM:

THE HONOURABLE MR. JUSTICE **D.BHARATHA CHAKRAVARTHY**

W.P.No.13511 of 2025

and

W.M.P.Nos.15154 & 15155 of 2025

AISHRA TECHNOFAB ENGINEERS,
REP. BY ITS AUTHORISED REPRESENTATIVE
MR.BIMAL KUMAR SINHA,
HAVING OFFICE AT NATURAL DAIRY COMPLEX,
PATLIPUTRA INDUSTRIAL AREA,
PLOT NO.NS 11, PATNA-800 013.

... Petitioner

Vs

CHIEF GENERAL MANAGER,
IOCL SRPL PROJECT CHENNAI,
6/13, HOUSE OF FOUR FRAMES,
WHEATCROFT ROAD, SEETHA NAGAR,
NUGAMBAKKAM, CHENNAI-600 034.

... Respondent

Prayer: Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Certiorarified Mandamus, to call for the records relating to the Impugned Termination Notice dated 01.04.2025 issued by respondent and declare the same and consequently direct the respondent to permit the petitioner to complete the project at the work site and to release any pending payments to the petitioner.



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For Petitioner : Mr.C.Manisankar, Senior Counsel
for Mr.Avanti Balachander

For Respondent : Mr.Mohamed Fayaz Ali

ORDER

This writ petition is filed challenging the impugned termination Notice dated 01.04.2025. By the said order, the contract of the petitioner stands terminated.

2. Mr. C.Manisankar, the learned senior counsel appearing on behalf of the petitioner, submits that it cannot be said the delay in supply was entirely the fault of the petitioner. There were reasons beyond the control of the petitioner. In any event, by their conduct of accepting the goods supplied, the time stood extended and they cannot now take a stand as if there was a delay on the part of the petitioner and terminate the contract.

3. The learned senior counsel appearing for the petitioner further submits that only three more months is remaining in the contract and it would take that much time for the respondent even to go for a fresh tender. Considering the overall circumstances, the petitioner may be permitted to supply for the three months.



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WEB COPY 4. Per contra, the learned counsel appearing for the respondent submits that this is purely a case of termination due to fault on the part of the petitioner. The termination has been validly done as per law. Once the contract is terminated, the respondent would naturally go for fresh tender. Merely because some goods were accepted, it cannot be construed as an extension of time. According to the learned counsel for the respondent, there is no written communication extending the time.

5. I have considered the submissions made by both sides.

6. The contentions made by the learned senior counsel appearing for the petitioner is completely within the realm of contract and execution of the contract. Whether the conduct of the respondent constituted an extension of time or not is a contractual matter. Therefore, the scope for this Court's interference is limited, especially when the grievance is only on the petitioner's side. However, considering the fact that only three months remain and 60% of the work is already completed and the learned senior counsel appearing for the petitioner pleads that the respondent can also take a lenient view and permit the petitioner to continue the supply. I'm of the view that the



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petitioner can make a representation to the first respondent within one week from the date of receipt of the web copy of this order. It is for the first respondent to consider the same in accordance with their rules and policies. It would be up to their discretion to accept the request of the petitioner in any event as and when such a representation is received from the petitioner, a speaking order shall be passed within two weeks therefrom.

7. Accordingly, this writ petition is disposed of. Consequently, connected miscellaneous petitions are closed. No costs.

16.04.2025

Neutral Citation: Yes/No
nsl



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D.BHARATHA CHAKRAVARTHY, J.

ns1

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