



W.P.(MD).No.5257 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 28.03.2025

CORAM

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

W.P.(MD).No.5257 of 2025

and

W.M.P.(MD).No.3859 of 2025

M/s.S.P.S.Construction,
Represented through its Partner,
Selvi.

.. Petitioner

Vs.

1.The State of Tamil Nadu,
Represented through its District Collector,
Madurai District,
Madurai - 625 020.

2.The Superintending Engineer,
Construction and Maintenance,
State Highways Department,
Madurai Division,
Tallakulam, Madurai.

3.M/s.Lucky Associates,
Door No.2A, 2nd Floor (151),
East 5th Street,
K.K.Nagar,
Madurai - 625 020.

.. Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India to issue a writ of Mandamus, directing the respondents 2 and 3 to pay the petitioner a sum of Rs.1,44,04,639/- (Rupees One Crore Forty Four Lakhs Four Thousand Six Hundred and Thirty Nine Only) with interest @ 18 percent per annum from the date of the approval made by the 2nd respondent



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pertaining to the work done in East Veli Street, Madurai under (Job Code No. 01-CRIDP-22-23-M-0767) within the time frame as fixed by this Court.

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For Petitioner : Mr.R.Aravindan

For R-1 & R-2 : Mr.A.Kannan
Additional Government Pleader

ORDER

The petitioner seeks for a Mandamus to direct the respondents 2 and 3 to pay the petitioner a sum of Rs.1,44,04,639/- (Rupees One Crore Forty Four Lakhs Four Thousand Six Hundred and Thirty Nine Only) with interest @ 18 percent per annum from the date of the approval made by the second respondent pertaining to the work done in East Veli Street, Madurai under (Job Code No.01-CRIDP-22-23-M-0767) within the time frame as fixed by this Court.

2. According to the petitioner, a contract work, in Job Code No.01-CRIDP-22-23-M-0767, for East Veli Street, Madurai was awarded to the third respondent. The third respondent was not in a position to complete the work. Therefore, the second respondent requested the petitioner to enter into an agreement with the third respondent and complete the job. Accordingly, on 04.10.2023, she entered into a written agreement with the third respondent. In terms of the agreement, the petitioner states that she is entitled to receive the bill amount including EMD paid by the second



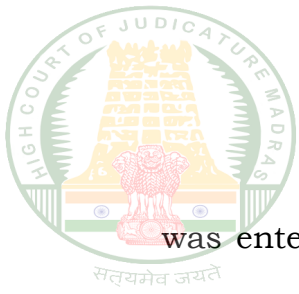
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respondent on successful completion of the work. She states she raised a bill of Rs.1,44,04,639/-. But the second respondent, without paying her, had settled the amounts with the third respondent. Hence, the writ petitioner issued notices to the respondents 1 and 2 on 14.10.2024 and 17.12.2024 calling upon them to pay her dues. As the same was not responded to, the petitioner has come forward with the present Writ Petition.

3. When the matter came up for admission, I queried Mr.R.Aravindan as to how a Writ Petition can be filed seeking a relief in the nature of recovery of money. I also directed Mr.A.Kannan, learned Additional Government Pleader to take notice on behalf of the first and second respondents and get instructions.

4. Today, when the matter is taken up for hearing, Mr.R.Aravindan produced the judgment of the Supreme Court in ***M/s.Utkal Highways Engineers and Contractors Vs. Chief General Manager and others, S.L.P(C).No.15596 of 2022 dated 08.01.2025***, to plead that there is no bar to entertain the Writ Petition in matters of money claim.

5. Mr.A.Kannan, learned Additional Government Pleader has produced the written instructions from the Assistant Divisional Engineer, Highways, Madurai West, dated 27.02.2025, to point out that as per the agreement that

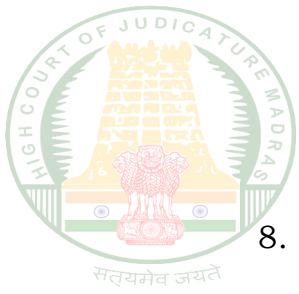


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was entered into between the respondents 1 and 2, the contract was given only to the third respondent. The instruction further proceeds that no intimation of the sub contract between the petitioner and the third respondent was ever given to the respondents 1 and 2 and that there is no relationship between the petitioner and the Highways Department.

6. I have carefully considered the submissions of both sides. I have gone through the records.

7. I am alive to the position of law that a Writ Petition in the nature of a money claim is maintainable, provided it relates to non-payment of admitted dues. Here is a case where the dues claimed by the petitioner are not admitted. Further, the very relationship between the petitioner and the respondents 1 and 2 is denied. Though a plea has been made in the affidavit filed in support of the Writ Petition that the contract that had been entered into between the petitioner and the third respondent, was at the instance of the second respondent, the written instruction filed by Mr.A.Kannan states that the respondents 1 and 2 were not even aware of the relationship between the petitioner and the third respondent. Hence, both the relationship as well as the claim being disputed, it would necessarily require oral evidence.



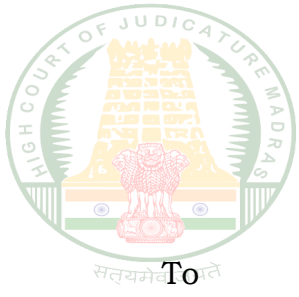
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8. Another ground on which the judgment in *Utkal Highways Engineers* case(cited supra) would not apply to the facts of this case is because in that case, the High Court had dismissed the writ petitions after having issued rule nisi and after pleadings have been completed by the parties. That not being the situation here, the said judgment does not apply to the facts of the present case.

9. In the light of the above discussion, the Writ Petition stands dismissed. It is open to the writ petitioner to initiate appropriate proceedings before the appropriate forum and seek recovery of money against the third respondent or such other persons, who are liable to pay money to the petitioner. There shall be no order as to costs. Consequently, connected miscellaneous petition stands closed.

28.03.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
Lm



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To

1. The District Collector,
The State of Tamil Nadu,
Madurai District,
Madurai - 625 020.

2. The Superintending Engineer,
Construction and Maintenance,
State Highways Department,
Madurai Division,
Tallakulam, Madurai.



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V.LAKSHMINARAYANAN,J.

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