



W.P(MD)No.22763 of 2022

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 30.06.2026

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.22763 of 2022
and
W.M.P(MD)No.16906 of 2022

M/s.Sarveswaran Enterprises
Rep. through its Partner
R.Gunaseelan

... Petitioner(s)

VS.

1.The Additional Chief Secretary to Government,
Energy Department,
Government of Tamil Nadu,
Fort St. George,
Chennai – 600 009.

2.The Chairman-cum-Managing Director,
Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO),
6th Floor, TANTRANSCO Building,
Anna Salai,
Chennai – 600 002.

3.The Chief Engineer,
Tuticorin Thermal Power Station,
Tuticorin – 628 004.

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4.The Superintending Engineer,
Mechanical-I & II,
Tuticorin Thermal Power Station,
Tuticorin – 628 004.

5.The Executive Engineer,
Boiler Maintenance Section,
Tuticorin Thermal Power Station,
Tuticorin – 628 004.

... Respondent(s)

PRAYER : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, to direct the 3rd respondent to recoup the spent amount an account of payment of EPF, ESI, Interruptive period salary and Bonus to the Various Authorities and worker during the financial years of 2011-12 to 2020-21 incurred by the petitioner already within the prescribed time limit as prescribed by this Court.

For Petitioner	: Mr.G.Prabhu Rajadurai for Mr.K.K.Samy
For R3 to R4	: Mr.Anand Gopalan for M/s.T.S.Gopalan and Co.
For R1	: Mr.R.Ramasamy, Counsel for State



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ORDER

This writ petition has been filed seeking the issuance of a writ of mandamus directing the the third respondent to recoup the spent amount an account of payment of EPF, ESI, Interruptive period salary and Bonus to the Various Authorities and worker during the financial years of 2011-12 to 2020-21 incurred by the petitioner already within the prescribed time limit as prescribed by this Court.

2. The learned counsel appearing for the petitioner submitted that the petitioner is a registered manpower contractor engaged by the fourth respondent for carrying out various works. The petitioner entered into a contract with the respondent from the year 2011. By placing reliance on the model work order pertaining to the year 2021–2022, the learned counsel further submitted that, in terms of Clause 38(n) of the contract, the petitioner is entitled to reimbursement of all statutory dues paid by it on behalf of the principal employer, namely, the respondents. It is the duty of the respondents to reimburse the amounts paid by the petitioner in accordance with the terms of the contract. However, despite such



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payments having been made, the respondents failed to reimburse the same.

Aggrieved thereby, the present writ petition has been filed.

3. Per contra, the learned counsel appearing for the respondents 3 to 5 submitted that the petitioner seeks reimbursement of statutory contributions from the year 2011 onwards. Though the petitioner has produced before this Court a model work order pertaining to the year 2021–2022 containing Clause 38(n), under which the respondents acknowledge the petitioner's entitlement to reimbursement of the EPF contributions paid by it, the amounts payable under that contract have already been disbursed to the petitioner. The present claim, however, pertains to the period commencing from the year 2011, during which the relevant work orders did not contain a clause similar to Clause 38(n). Therefore, according to the learned counsel, the petitioner is not entitled to the relief sought, and the writ petition is liable to be dismissed.

4. Heard the learned counsel for the parties and perused the materials available on record.



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5. This Court is of the view that the controversy involved in the present case gives rise to disputed questions of fact, which cannot be adjudicated in exercise of the jurisdiction under Article 226 of the Constitution of India. Admittedly, a clause similar to Clause 38(n) was not available in the work orders issued in the year 2011 and came to be incorporated only in the work order for the year 2021–2022. The remedy available to the petitioner is to approach the competent Civil Court, especially when the arbitration clause stands excluded under the contract. Accordingly, the writ petition stands disposed of, granting liberty to the petitioner to approach the competent Civil Court and raise all the grounds available to it, including the question of limitation. No costs. Consequently, the connected miscellaneous petition is closed.

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NCC : Yes / No
Index : Yes / No
Internet : Yes
PKN



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M.DHANDAPANI,J.

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