

Kerala High Court

M/S.Goodwill Power Company ... vs The Executive Engineer on 19 May, 2010

IN THE HIGH COURT OF KERALA AT ERNAKULAM

WP(C).No. 14850 of 2010(E)

1. M/S.GOODWILL POWER COMPANY PRIVATE
... Petitioner

Vs

1. THE EXECUTIVE ENGINEER, PUBLIC HEALTH
... Respondent

2. THE KERALA WATER AUTHORITY, HEAD OFFICE

3. THE MANAGER, FEDERAL BANK LTD.,

For Petitioner :SMT.M.UMA DEVI

For Respondent : No Appearance

The Hon'ble MR. Justice S.SIRI JAGAN

Dated :19/05/2010

O R D E R

S.SIRI JAGAN, J.

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W.P.(C).No.14850 of 2010

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Dated this the 19th day of May, 2010

J U D G M E N T

The petitioner undertook some work on behalf of the Kerala Water Authority, viz., supply and installation of TOD meters. As security for due performance of the work, the petitioner furnished security deposits which were to be in force for a specified period. Those periods are over. The

petitioner now wants the security deposits back. The respondents seek to forfeit the amount to the Government account on the ground that the petitioner did not claim the amount within a reasonable time. The petitioner approached the Civil Court by filing O.S.No.1135/2008 before the Principal Munsiff's Court, Ernakulam, who, by Ext.P8 judgment, after finding entitlement of the petitioner, refused to direct release of the amount on technical grounds. Apparently emboldened by that judgment, the respondents have initiated further proceedings to forfeit the amount, which has resulted in Ext.P9 communication from the 3rd respondent-bank to the petitioner. It is under the above circumstances, the petitioner has approached this Court seeking the following direction:

"i) issue a writ of Mandamus, or any other appropriate writ, order or direction, calling for the records relating to Exts.P-5 and P-6 and quash the demand of the 2nd Respondent made in Ext.P-5 and P-6."

2. I have heard the learned standing counsel for respondent 1 and 2 also.

3. Respondents 1 and 2 are public authorities. They cannot deny amounts due to a contractor who has executed work to their satisfaction on the ground that there was delay in claiming the security deposit. I do not think that it looks good on respondents 1 and 2 to deny money admittedly due to the petitioner on technical grounds. Accordingly, I am of opinion that respondents 1 and 2 should refund the security deposit to the petitioner. Accordingly, there would be a direction to respondents 1 and 2 to refund the security deposits due to the petitioner within one month from the date of receipt of a certified copy of this judgment.

Sd/-

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S.SIRI JAGAN, JUDGE

///True copy///

P.A. to Judge