



WEB COPY

WMP No. 50486 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-11-2025

CORAM

THE HONOURABLE MR JUSTICE M.DHANDAPANI

WMP.No. 50486 of 2025

in

WP.No.45332 of 2025

1. Avp Infracon Limited
Formerly Avp Constructions Private Limited,
Rep. By Its Managing Director, D. Prasanna
S/o. Dhandayuthapani, No.640/6,
Pudukootai Main Road, Opp.
Bharathidasan University, Trichy -620 024

Petitioner(s)

Vs

1. The Secretary To The Government,
Ministry Of Road Transport and Highways,
Ministry of Road Transport and Highways Transport,
Bhawan, 1, Parliament Street, New Delhi-110001.

2.The Superintending Engineer,
State National Highways (NH Division),
Koyembedu, Chennai.

3.The Regional Officer,
National Highways Authority Of India,
(Ministry Of Road Transport and Highways),
Poonamallee High Road, Koyembedu, Chennai.



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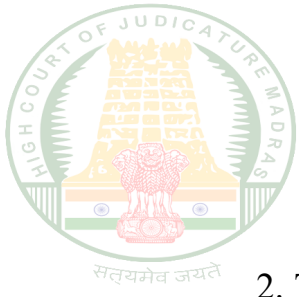
Respondent(s)

For Petitioner(s): Mr. A.Mohammed Ismail

For Respondents: Mr.M.Rajendiran
Additional Government Pleader for R2
Mr.E.Mitesh Pavitran
Senior Panel Counsel for R1
Mr.S.R.Sumathy, Senior Counsel for R3

ORDER

It is the case of the petitioner that the petitioner is a class-I contractor doing contract works in the department of State and National Highways and under the respondents for the past 30 years. The petitioner entered into a contact with the respondents for widening the road to six lanes. On the basis of the tender, which was floated in the year 2021 and the petitioner was awarded the tender worth about Rs.58,60,25,388/- on condition, within a period of one year, the petitioner should complete the project. After completing the project, the petitioner has to maintain the road for a period of 36 months. During the defect liability period, the another tender was floated for rectifying the damages due to rain.



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2. The learned Senior Counsel appearing for the petitioner submitted that the petitioner contract with the respondents as per the contract agreement dated 21.01.2022, doing the maintenance of defect liability work period is valid till 25.10.2026 and without any notice or communication to the petitioner, the 3rd respondent passing the termination order of the maintenance work and subsequent tender notice of the 3rd respondent is illegal and the same is liable to be set aside.

3. Considering the prima facie case made out by the learned counsel for the petitioner, there shall be an order of interim stay, till 03.12.2025. Till such time, the petitioner is directed to carry out the maintenance work in the road as per defeat liability clause.

4. Post along with W.P.Nos. 43056 & 43060 of 2025 on 03.12.2025.



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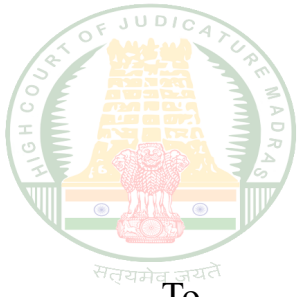
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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



To
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- 1.The Secretary To The Government,
Ministry Of Road Transport And
Highways, Ministry Of Road Transport
And Highways Transport, Bhawan, 1
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M.DHANDAPANI J.

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