

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No.8162-8163/2001

(From the judgement and order dated 07/12/2000 in CMA 1137/94
& 1015/2000 of The HIGH COURT OF MADRAS)

K. RAMASAMY

Petitioner (s)

VERSUS

STATE OF TAMIL NADU AND ORS.

Respondent (s)

(With prayer for interim relief & O.R.)

Date : 12/04/2002 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE G.B. PATTANAIAK
HON'BLE MR. JUSTICE BRIJESH KUMAR

For Petitioner (s) Mr. V.A. Mohta, Sr. Adv.
Mr. R. Nedumaran, Adv.

For Respondent (s) Mr. P.N. Ramalingam, Adv.

UPON hearing counsel the Court made the following
O R D E R

.UP 10 2; Draft, smtst; -n -PA4 -dFX-NORMAL -y -e; dumbp

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minutes Heard the learned counsel for the parties for ten
each.
Leave granted.
The appeals are allowed.

.SP1 (Y.P.Dhamija) (Suneet Bala Sharma)
Court Master Court Master

Signed order is placed on the file.

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.2697-98/2002@@
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(arising out of SLP(C) Nos.8162-8163/2001)

K.RamasamyAppellant(s)

Vs.

State of T.N. & Ors. . . .Respondent(s)

O R D E R@@
EEEEEEEEEE

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Leave granted.

These are appeals against the judgment of the High Court of Madras interfering with an award of the Arbitrator, in an appeal being filed against the same. We are concerned with the award relating to claim Item No.1, which in turn is the additional claim for the extra distance from which the earth was taken by the contractor for the work in question. Under the agreement in question, the place specified for earth/gravel was taken, the place being chainage 1750-2000, and the distance indicated was between 1 to 4 k.m. But that place was not suitable, and ultimately the competent authority directed different sources from which the contractor was required to take the earth/gravel for the proejct in question. A claim being made, the Arbitrator awarded Rs. 27,95,215/- towards the extra lead for which the contractor had to take the materials from this distance of 6 to 18 k.m. It is also apparent that the Superintendent Engineer himself entertained the claim and allowed a sum of Rs. 5,41,527/-. The High Court,

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however, in the impugned judgment being of the opinion that the contractor will not be entitled to any additional claim, set aside the award of the Arbitrator. In coming to the aforesaid conclusion, the Court relied upon clause 106.02 of the Contract, the aforesaid clause is quoted herein below in extenso:

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Clause 106.02 PS to SSRB

Source of Materials

(1) All materials shall be obtained from the sources designated in the contract. The excavation of materials from sources designated in the contract shall be under the direction of the engineer at all times in so far as selection of material or exact location of excavation is involved.

(2) If the sources previously approved are found to be unacceptable at

