

- 16
- (1) பக்கங்களின் எண்ணிக்கை _____
- (2) புதுக்கித் திருப்பிய நாள் 8-9/1
- (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் ay/

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

P. D. துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	2797	அச்சகம் பலவகை
நாள் :	7-10-1892	198 .

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

8
sheets

ஆவண. கா-1-18,008-18-6-87.

Signature

In the Sub Court of Madras (West)

1/29/91

O. S. No. 22 of 1892.

I. Gervalaquda Kaidie residing
at 38. Great Merchant Street
Black Town Madras through
his agent P. Kamaagya holding
Power of Attorney. Plaintiff

II. Ammakutty Ammal, widow
of Shaumugam Mudali Con-
tractor deceased residing at
33 Varadya Street, Black Town
through his agent H. Samara.
Muri Mudali holding power
of attorney—

Versus.

The Secretary of State for
India in Council through the
Superintending Engineer,
Periyar Project- Madras } Defendant

The plaintiff above named has
to state under Sections 48+50 of
the Civil Procedure Code as follows:—

That 2nd Plaintiff's husband the late Shummuga Mudali had taken Contract about 1889 and from the Periyar Engineers for execution of certain masonry work in the 1st Reach No. II Periyar Project and that at the solicitation of the said Shummuga Mudali 1st Plaintiff afterwards joined him as a partner in the said contract in January 1889 under an agreement dated 22nd January/89.

2. That it was arranged that 1st Plaintiff was to contribute capital for carrying on the work & that the late Shummuga Mudali was to execute the works.

3. That in pursuance of the above agreement 1st Plaintiff advanced to the late Shummuga Mudali several sums to the extent of Rs 12,000 from some time prior to January/89 up to 30th July 1889 to carry on the contract work.

4. That thereupon the late Shummuga Mudali executed masonry works

from January/89 to 30th July 1889 & that Rs 7164 -- -- & were found there due to Shummuga Mudali in respect of the works so executed as per schedule. A hereto annexed after giving credits for payments.

2/27

5. That owing to certain differences between the late Shummuga Mudali & the 1st Plaintiff the 1st Plaintiff filed a suit O.S. 24 of 1889 on the file of this Court against the late Shummuga Mudali for dissolution of partnership & for recovery of certain sums & recovered judgment against him for Rs 11,074-12-6 with subsequent interest & costs.

6. That pending the suit the late Shummuga Mudali made over his rights & interests in the contract aforesaid & gave the 1st Plaintiff a list of the outstanding balances due to him up to 30th July 1889 from the Public Works Department Periyar Project as per Schedule I with respect to the works executed by him in the said department and also works

letter on the 3rd August 1889 to the
then Executive Engineer, Periyar
Project asking him to pay 1st Plaintiff
whatever sums of money were due
to him from the department up to
the said date and also to transfer
to 1st Plaintiff the Contract which
stood in his name i.e. Shummuga Mudry's
and to allow the 1st Plaintiff to
do the works thereafter in his place,
and ^{that} the said Executive Engineer
by his letter of 7th August 1889 No. 636-C.
recognised the transfer & accepted
1st Plaintiff in the place of the
late Shummuga Mudaly.

7. That 1st Plaintiff thereupon conducted
some of the Contract works in the said
project from the 10th August 1889 up to
the 20th November 1889 and submitted
bills for sums amounting to Rs 5996-1-9
due (as per Schedule B) for work done
& for materials supplied up to 30th
September 1889 & approved of by the
then Supervisor Mr. Abdul Latif
Sahab, but that the work turned
out since 1st October 1889 was not then

measured.

8. That in the meanwhile the Executive
Engineer communicated to 1st Plaintiff
Copy of the Supg. Engineer's order to
the effect that the work done up to
20th November would be paid for after
measuring the same & that subsequent
there to the Contract was cancelled.

9. That thereupon the 1st Plaintiff
addressed the Executive Engineer
Periyar No. II. Division letter dated
13th & 25th November 1889 to the effect that
it was not proper to cancel the
Contract in 1st Plaintiff's name, the
monies should be paid for the work
turned out till then by 1st Plaintiff
after measurement thereof in the
presence of 1st Plaintiff if the Contract
was to be cancelled & that in default
of compliance of this request the
said officer should be responsible
for any loss incurred thereby & that
in spite of the said letters the work
turned out by the 1st Plaintiff were
measured in his absence and the
Contract was given to other Contractor.

letter on the 3rd August 1889 to the
then Executive Engineer, Periyar
Project asking him to pay 1st Plaintiff
whatever sums of money were due
to him from the department up to
the said date and also to transfer
to 1st Plaintiff the Contract which
stood in his name i.e. Shumuga Mudaly
and to allow the 1st Plaintiff to
do the works thereafter in his place,
and ^{that} the said Executive Engineer
by his letter of 7th August 1889 No. 636.C.
recognised the transfer & accepted
1st Plaintiff in the place of the
late Shumuga Mudaly.

7. That 1st Plaintiff thereupon conducted
some of the Contract works in the said
project from the 10th August 1889 up to
the 20th November 1889 and submitted
bills for sums amounting to Rs. 5996-1-7
due (as per Schedule B) for work done
& for materials supplied up to 30th
September 1889 & approved of by the
then Supervisor Mr. Abdul Latif
Sahab, but that the work turned
out since 1st October 1889 was not then

measured.

8. That in the meanwhile the Executive
Engineer communicated to 1st Plaintiff
Copy of the Supg. Engineer's order to
the effect that the work done up to
20th November would be paid for after
measuring the same & that subsequent
there to the Contract was cancelled.

9. That thereupon the 1st Plaintiff
addressed the Executive Engineer
Periyar Do. H. Division letter dated
13th & 25th November 1889 to the effect that
it was not proper to cancel the
Contract in 1st Plaintiff's name, the
money should be paid for the work
turned out till then by 1st Plaintiff
after measurement thereof in the
presence of 1st Plaintiff if the Contract
was to be cancelled & that in default
of compliance of this request the
said officer should be responsible
for any loss incurred thereby & that
in spite of the said letters the work
turned out by the 1st Plaintiff were
measured in his absence and the
Contract was given to other Contractor.

10. That 1st Plaintiff submitted a petition to Col. Pennycook. Suptg. Engineer on the same subject in November 1889 but with no favourable result.

11. That the amount due for the work turned out in the name of the late Shunmuga Mudaly up to 30 July 89 was Rs 7164-1-8 and that due for work done by 1st Plaintiff since then up to November 89 was Rs 5,996-1-9 (as per schedule B hereto annexed)

& that on account of these 2 items the M^r. Engineer M^r. C. B. Tarjeh sent to the Madras Sub Court (Writ) the sum of Rs 3,413-10-5 in the shape of Govt. Pro. Notes & cash towards these 2 items & that there is still due from Government ^{in respect of these two items} the sum of Rs 9,746-8-4.

12. That 1st Plaintiff submitted 2 notices in the shape of petitions, one to the Govt of Madras & another to the Engr^g Engineer, Periya Project, detailing the above facts & demanding the balance still due from the Government for the contract work

4 stating that in default of payment the petitions should be considered as notice of the claims & cause of action against Govt.

13. That the Government by its final order of 18th September 1891 No. 250711 informed 1st Plaintiff that no money was due on the contract.

14. That the 2nd Plaintiff is made a party to this suit as she is the widow & heir of the late Shunmuga Mudaly deceased.

15. That the cause of action arose on the day of Cancellation of the Contract namely 16th October 89 ^{date of the} and on the final orders of Govt. 9th September 1891

16. That the plaintiffs are entitled to interest on the sums claimed by way of damages at least from 28th July 91 & the date after the expiration of 2 months from the time of notice 28th May 91 which amounts to Rs 1169-9-4

It is therefore prayed that the Court may be pleased to direct

the defendant to pay to plaintiffs
 Rs 10915-1-6 and decree subsequent
 interest and costs & to grant such
 other reliefs as the nature of the
 case and justice may require.

A. Schedule.

Amount due to Shummuga Mudaly for works
 done up to 30th July/89 - Periyar Project. Div. 2. Division.

For construction of 4th sluice & supply of
 materials therefor — Rs 8,280-15-8

By cash received as per cheques
 in this behalf — Rs 7,280-15-80

Balance due 1,000 "

To Construction of 2nd 7th mile &
 supply of materials therefor Rs 2,807-6-6

By cash received as per cheques
 in this behalf — Rs 2,314-3-3

Balance due 493 3 2

To Construction of bridge at 7th mile
 & supply of materials therefor Rs 5,094-7-5

By cash received as per cheque in
 this behalf — Rs 4,210-6-0

Balance due — 884 7 5

To Construction of fall & bridge &
 supply of materials therefor Rs 4,384-14-4

By cash received as per cheque in
 this behalf — Rs 3,930-0-0

Balance due 454 14 4

To construction of tunnel at 6th mile &
 supply of materials therefor — Rs 2,583-13-4

By cash received as per cheques
 in this behalf — Rs 2,203-5-3

Balance 380 8 1

To supply of materials for construction
 at the 3rd mile — Rs 680-0-0

By cash received as per
 Cheques in this behalf — Rs 500-0-0

Balance due — 180 0 0

To supply of materials for construction
 of Rana Rajapuram Surplus sluice Rs 1,671-16-71

To amount in the form of two bills
 Promissory notes deposited Rs 2,000-0-0

2,000 0 0

By cash deposited — Rs 100-0-0

100 0 0

Total due 7,664 14 8

B. Schedule

Amount due for work done from
 3rd August 1889 to 20th November 1889 by
 Gerralagudda Raidu & 1 Plaintiff.

To amount due as per bills pre-
 pared & submitted for work done
 up to 30th September 1889 as per parti-
 culars below:

To Construction of fall & bridge &
 supply of materials therefor — Rs 820-6-1

To Construction of culverts & supply
 of materials therefor — Rs 279-8-11

To earthwork — Rs 53-8-4

To supply of materials for the

Construction of Ramacajapuram
Surplus sluice ————— # 483-4-0

To Construction of head sluice &
supply of materials therefor — # 779-6-5

To Construction of tunnel at 6 mile
& supply of materials therefor — 380-0-0

Total 2796 1 9

To work done from 30th September 1889
up to 20th November 1889 Viz. Construc-
tion & supply of materials & not mea-
sured nearly

3200 " "

Total # 5996 1 9

Total of Schedules A & B 13/60 2 5

Paid into Court at the Credit of the
suit in Q. S. No: 24 of 1889 on the file of
the West Sub Court Madurai by the defdt. 3413 10

Balance due 9746 8 "

Interest on the above sum as mentioned
in para 16 of the plaint 1169 9 "

22-8-92. Total Sued for 10916 1 "

" True Copy "

A. Smith Lt. Col. R. E.

Engg. Engineer

V. K. K. K.

26-9-92

6
27 97

No. 288PA

OFFICE OF THE SUPERINTENDING ENGINEER,

6TH CIRCLE.

chinopoly, 26 September 1892

From

Lt Col. A. C. Smith R.E.
The Superintending Engineer,

6TH CIRCLE.

To

The Chief Engineer,

PUBLIC WORKS DEPARTMENT.

SIR,

ENCLOSURES.

1. Copy of Plaint.

I have the honor to forward copy of the plaint filed in Original suit No. 22 of 1892 in the Sub. Court, Madurai (West) by Gervilagadda Kaidu and Annamakuliyamma, widow of Shunmuga Mudali, Contractor No. II. Periyar On, through their agents, against "The Secretary of State for India in Council through the Supg. Engineer" for the recovery of Rs. 10,916-1-0 said to be due for work done in the said Division.

2. Gervilagadda Kaidu's claim had already been reported on to you in this Office No. 260 P.R. of 13 August 1911 and it was decided in G.O. No. 2507 and of 18 September 1911 that no money was due

Copy of plaint in O S No 22 of 1892 in the sub. court Madurai (West) filed by Gervilagadda Kaidu & Annamakuliyamma Contractor No. II Periyar & Co.

Encls No 1 to S E No 288PA 26-9-92

due to him on his contract.

3. With the copy of the claim I have received a summons to the effect that the Supg. Engineer or duly authorized wakil should appear in the Court on the 23rd of November/92 to answer all questions relating to the suit.

4. I have asked the collector to order the Govt. Pleader to undertake the defence of the suit, and have also written to the latter to prepare in consultation with the Executive Engineer (who has been ordered to furnish him with all the required information & documents relating to the claim) a draft answer or defence for submission for your approval.

I have the honor to be,

Sir,

Your most obedient servant.

Al Smith Lt Col. R.E.

Supg. Engineer.

W. Lewis.

[Signature]

8/2297

P. W. CURRENT No. 9830

P. W. D. 6th CIRCLE.

From

The Superintending Engineer,

6th Circle.

To

THE CHIEF ENGINEER.

PUBLIC WORKS DEPARTMENT.

No. 20017

Dated 26

Received 30

September 1892

Enclosures. 1.

Submits copy of plaint
filed in O.S.W. 22 of 1892 in the
sub-town mandana (wash) by
Gerralagadda Naidu & Co.
Contractors No. II Poringan & Co.
against this department for the
recovery of Rs 10916-1-0
& states that the collector has
been asked to order the
pleader to defend the suit
& send the defenses for submission
for your approval.

Fr. B no 1229 W 3 12.4.92
" " 2507 W 8/10.9.91

12.9.97 W 17 Oct 1892

13 Jan 4 Oct

The receipt of
the draft answer to
the plaint is awaited.
Gokhande in expedite

10/10
3.10.92

S.E. VI circle 6/10/92

9/30/9
old 196-9 10 12/10
m 5-10 27 10/9
208/10