Public Works (1896) Department

G.O., No. 3687 W

DATED 28. ~~September~~ December

[Despatch Abstract.]

Suit. Re defence of the — instituted by Contractor Savarimuthu Mudaliar for recovery of certain sum alleged to be due to him for work done on the Veerapandy bridge, Madura Dt — sanctioned.

[P.W. 35. / 5,000—30-11-96.]

T.C. 4/1/97.

Indexed. 5/1/97

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FURTHER PAPERS.

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Public Works (1896) Department.

Read Cur 11475 & 11625 **CURRENT No.** 11475

The original agreement having been extended to the 20th Sept., was the Supt. Engineer justified in cancelling it on 19th Aug? It is claimed that it was cancelled under the terms of Clause 14 of the Contract, but the Contract is not here.
ASH 22.12.96

Order

No. 3689 W. d/28. December 1896.

The defence of the suit is sanctioned.

19/12/96

From

The Supdt. Engineer
VI circle.

No. 1575 md,

Dated 15 December 1896.

Received 18. 12. 96

Enclosures 3.

Spare copies

Note.

Particulars of the case are given in the Executive Engineer's report flagged D.

SUBJECT.

Suit brought by [illegible] Savarimuthu Mudaliar contractor for Veerapondy Bridge: —

Requesting to obtain sanction of Govt. for defending the — at the public expense —

S. E. VI Circle with 2 enclos.
Secy. P.W.D.
① 28/12/96

EW.

H.E. 19/12 R 23/12

BACK PAPERS.

G.O.	No.	Department.	Date.
Memo	687 C	P.W.	15-2-94
"	417 C	"	30-1-94
"	4307 C	"	14-12-93
G.O.	2766 W	"	31-10-93
Memo	3162 C	"	22-9-93
"	866 D	"	18-9-93
"	3023 C	"	23-6-91
"	1862 C	"	3-4-91
G.O.	135 W	"	16-1-91
Memo	3828 C	"	20-9-90
"	3211 C	"	31-7-90
"	2929 C	"	5-7-90
"	3403 C	"	26-7-89
"	2519 C	"	28-5-89

FURTHER PAPERS

G.O.	No.	Department.	Date.

Report regarding the suit filed in the Subordinate Court of Madura West by Savarimuthu Mudaly Contractor of Veerapandi Bridge – Original suit No: 56 of 96.

—

The suit is for the recovery of Rupees 5,613-10-0 made up of as per particulars below:—

(a) Deposit amount refused —	Rs 700-0-0
(b) Interest thereon from 27-4-91 to date of plaint i.e. to 17-8-96 for 63 months and 21 days at 4 per cent per annum approximately	Rs 148-10-0
Amounts not allowed as per revised estimate since sanctioned by the Chief Engineer.	
(c) On cut stone	1380-0-0
(d) Teak wood work	225-0-0
(e) Blasted or Burnt stone in Surki mortar and Coursed rubble in mortar	2511-0-0
(f) Archwork, Brick in mortar . . .	530-0-0
(g) Brick in mortar with table moulded bricks	55-0-0
Carried over	5549-10-

BACK PAPERS

Bt. Fd	5549-10-0
(h) Earthwork for approach . .	Rs 26-0-0
(i) Ordinary Concrete	" 38-0-0
	Rs 5613-10-0

2. An estimate of Rs 31,900 was sanctioned in 1890-91 Regr. No: 49 for the work "Construction of a Bridge across the Surilijar at Veerapandi". The Contract for the work was given to plaintiff Savarimuthu Mudali in April 91 under an agreement that the work should be completed within 15° March 1893. The work was not completed within March 1893 and as a concession to the Contractor an extension of time up to 20° September 1893 was allowed and a fresh agreement entered into with the contractor in July 1893 subject to the approval of the Chief Engineer

3. In the course of the progress of ~~the~~ work, it was found that the rates in the original estimate were insufficient and a revised estimate with increased rates was therefore submitted and sanctioned for Rs 40,600 in Register No: 33 of 93-94. In the fresh agreement entered into with the contractor in July 1893, the rates of the revised estimate were allowed with a distinct proviso as noted below:—

"The rates will be subject to the approval of the Chief Engineer and be paid only on condition that the work is fully completed in all respects by the 20° September/93, failing which payments will be made according to the rates originally agreed upon as specified in the contract agreement dated 27 April 1891."

4. Notwithstanding the repeated warnings and the concession granted in the shape of extension of time & increased rates subject to certain conditions while the time fixed for completion was 20° September/93, in the latter part of August/93 it was found that there was very little progress of the work owing to want of diligence and prevarications on the part of the contractor due apparently to want of sufficient funds as expressed in his petition for an advance of Rs 1,000 or supply of stones departmentally. As there was a lot of work left undone in the latter

part of August/93, from the state of progress, it was thought that there was no chance for the contractor to complete the work within the stipulated time (i.e.) within 20 September/93. The Contract was therefore cancelled in the latter part of August/93 and orders were issued to finally measure the work done by him and close his accounts. The cancelment of the Contract was also approved of by the Chief Engineer in his No: 3162 C dated 22 September 1893. From the foregoing it will be observed that the Contractor 1st failed to complete the work within the time originally agreed upon viz 15 March 1893 and again in the extension period showed great laxity in the execution of the work. The action of the department in refusing him his deposit would, it is presumed, be considered justifiable under the circumstance & also in terms of the agreement. The deposit in question was credited to Government on the authority of the Superintending Engineer conveyed in his Nos: 695 MD & 722 MD dated 25-10-93 & 1-11-93 respectively. This disposes of the contractor's claims (a) & (b) in para 1.

under what authorit

5. As regards his claims (c) to (i) they relate to differences due to increased rates. For the contractor to have become entitled to the increased rates, two conditions should have been fulfilled viz. the approval of the rates in the agreement by the Chief Engineer and the completion of the work within 20 September 1893. Neither of the conditions was fulfilled, for the fresh agreement was not approved of by the Chief Engineer & there was also no probability of the completion of the work within the agreed time & the consequence was the cancelment of his Contract. The nonfulfillment of the conditions was all due to the fault of the Contractor as explained in para 4 above.

6. The Contractor's accounts were closed and final payment was made to him in November 1893 but he accepted the payment under

certain reservations Viz: "exclusion of his claims as detailed in his petitions dated 30th September/93 & 28th October/93". There are no petitions on record bearing the above dates but the petitions in the file bear the dates 29th September/93 & 26th October 93. In these he claimed the increased rates, refund of deposit and also withheld amounts. Evidently these are the petitions referred to by him in the final bill.

7. The case stands adjourned to 15th January/97 as intimated by the local Govt. Pleader & as it will be observed from the above that the contractor is not entitled to get the amount claimed by him, it is requested that the sanction of Government may be obtained for the defence of the suit at Government expense.

Signed. A. Joyce
Ex: Engineer
4. 12. 96. Madura Dn

(True

(True copy)

O. C. Boddy Lt Col. R.E.
15.12.96.
Supg Engineer, VI Circle

OWE 3 / 1425/96

Encl. No. 3 to SE's No 1575 md / 15.12.96.

No. 1575 md,

Supg Engineer's Office, VI Circle
Trichinopoly 15th December 1896.
5 16/–

From
Lt Col. A. V. Boddy R.E.
Supg Engineer, VI Circle

To
The Chief Engineer
P.W.D.

Enclosures: 3
1. Copy of plaint
1. Draft answer
1. Copy of report.

Sir,

I have the honor to forward herewith copy of plaint in original Suit No: 56 of 96 in the Subordinate Court of Madura West, instituted by P. J. Savarimuthu Mudaliar, Contractor for Veerapandi Bridge work, also the draft answer prepared by the local Government Pleader and a copy of the report of the case prepared by the Executive Engineer.

2. The suit is for the recovery of Rs 5613-10-0 said to be due to the Plaintiff for work done on the Veerapandy Bridge, but the

balance found due, after measurement of the work, has been paid to the contractor, Vide correspondence ending with this office No: 972 M.D. dated 10th February '94; there is therefore nothing more due to him.

3. Under the circumstances I have to request that the sanction of Govt. be obtained to defend the suit at the public expense and to return the copy of the plaint & the draft answer.

4. The case stands posted to 15th January 1897.

I have the honor to be
Sir,
Your most obedt. Servant,

O. C. Boddy
Lt Col. R.E.
Superintending Engineer
VI Circle

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Public Works (1896) Department.

CURRENT No. 11625

Order

From

The Supdt. Engineer
VI circle.

No. 1576 md

Dated 22d. December 1896.

Received 23.12.96

Enclosures —

Spare copies

SUBJECT.

Suit brought by P. Y. Savarimuthu Mudaliar, contractor for the Veerapondi bridge work:—

Submits for early orders copy of Govt. Pleader's letter explaining the necessity for obtaining the sanction of Govt. for the defence of the

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FURTHER PAPERS.

G.O.	No.	Department.	Date.

Urgent.

Copy of communication from the Government Pleader, Madura, No: 387, dated 16 December 1896, to the Executive Engineer, Madura Division:—

In reply to your No: 1551 M. dated the 14 Instant, I have the honor to state that when the suit was adjourned on the last occasion it was with difficulty that the Sub-Judge granted time and it is extremely doubtful therefore whether he will be inclined to grant further time. If I do not receive our defence to be filed in court before the 15 January 1897, I shall apply for an adjournment as requested by you. But in the meanwhile I would request you to be so good as to write to the Superintending Engineer to treat the matter as an urgent one and get the sanction of the Government for the defence before the day fixed for the settlement of issues Viz 15 January 1897.

No: 495 S.E. d/18 December 1896.

Forwarded to the Superintendin

Engineer, VI Circle, in continuation of this office No: 479 S.E. d/10 December 96. The Govt. Pleader's letter under reference is a reply to this office letter requesting him to move the Court to adjourn the suit for two months. It is therefore requested to obtain sanction of the Government for the defence of the suit before the hearing day i.e. 15-1-1897.

Sd/- K. Desikachari
Accountant
for Exv: Engr, Madura Dn.

No 1576 md,

Copy submitted to the Chief Engineer, P.W.D., for favour of early orders with reference to this office No: 1575 Md. d/15 December 1896.

cno 11475

O. C. Boddy
Lt Col. R.E.,
Superintending Engineer
VI Circle

Trichinopoly.
22d December 1896

22/

Cno 11475

P. W. D.

Note for H. E. the Govr.

His Govr's note of 22-12-96.

From the Ex. Engr's letter flagged D, it appears that the agreement was cancelled in August 1893 because it was found that the work could not be completed by 20th Septr. –

The Chief Engineer approved the cancelment of the contract in memo No 3162 C dated 22.9.93 (flagged A), & it will be seen from the letter on which this order was passed, that the Contractor in August 1893 declared his inability to complete

If the contractor consented to the cancellation of the Contract, and he seems to have done so by implication, – I have no further remarks to make. The order for defending the suit may issue.

A.S.H
24.12.96

the work by 20th Septr, unless he was given an advance of Rs 1000.

The issue of the order sanctioning the defence of the Suit seems a matter of urgency, for it will be seen from the Supdt Engr's letter of 22d Inst.+ (Current No 11625 recd today) that there may be difficulty in obtaining a further adjournment of the case.

+ Flagged B.

If His Excy will authorise the despatch of the order, any further explanation can be called for afterwards, if His Excy is not satisfied with the information contained in the paper flagged A.

23/12/96

W