

Public Works (1898) Department.

G.O., No. 20544

DATED 12th August 1898

[Despatch Abstract.]

Bapatla Taluk (utichery) : The Draft
Answer to the plaint in the case brought
by the Contractor of the —, approved as modified
by the H^o of the —, and the plan of the —,
for the —.

Mr

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

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with the cases &
copy of book among a number
of Rev.
S. S. II cases -

BACK PAPERS.

G.O.	No.	Department.	Date.
	1983W	SW	6-8-98
	1607W	-	28-6-98
	3262	-	20-5-98
	1608	-	2-5-98
	98	-	14-4-98
	222W	-	26-1-98
	63W	-	9-1-96
	2666C	-	4-9-95

FURTHER PAPERS.

G.O.	No.	Department.	Date.
	1493C	-	6-1-95
	558C	-	13-2-95
	86W	-	15-1-95
	1000W	-	9-4-91

as amended by
the Rev. Board

Draft Answer

It is true that the plaintiff was employed as Contractor for building the Taluk Catcherry at Bapatla.

2. As he delayed in carrying out the work and disobeyed the orders of the Executive Engineer, the Contract was Cancelled under the terms of the Contract.

3. The Amount due to him at the time of the Cancellation of the Contract minus 10 percent was tendered to him. The defendants have since paid into the Court Rs 2469-11-11 in full and complete Satisfaction of the Plaintiff's claim in respect of item (a) of the Schedule to the Plaintiff. They deny that the Plaintiff is entitled to any payment in respect of items (b), (c) & (d) in the said Schedule.

4. The Plaintiff has not sustained any loss by reason of the Contract having been Cancelled.

Pending decision of this question the defendants have deposited in Court the full Amount Claimed in the Schedule to the plaint.

5. The Plaintiff has no right to dispute the measurements of the Executive Engineer nor the rejection of the materials, while the Executive Engineer is competent to do under paragraph 2 of the Contract. His remedy lay in requiring a reference to be made to the Chief Engineer under Para 19 of the Contract.

6. The Plaintiff is put to the proof of all the allegations made in the plaint which are not herein expressly admitted.

7. The Defendants request that the Suit be dismissed with Costs.

No. 753 of 1898

OFFICE
OF THE
COLLECTOR & MAGISTRATE,
MASULIPATAM,
KISTNA DISTRICT.

27th July 1898.

From,

R. Morris Esquire,

Ag. Collector, Kistna District.

To,

THE SECRETARY TO THE COMMISSIONERS OF

LAND REVENUE,

MADRAS.

Sir,

I have the honour to submit herewith an

* Enclosure A.
Flag D

English translation of the plaint in O.S.No.15 of 1897

on the file of the District Court, Kistna, together with

Flags E to H the Puff

a copy of the Schedule filed by him in the Court and to

report as follows:-

2. One Anumerlapudi Sriramulu of Chebrole,

Bapatla Taluk, entered into a contract with the Execu-

tive Engineer, Kistna Western Division, on behalf of

Government on the 9th August 1895 for the construction

of a first ^{class} Taluk Office at Bapatla at a cost of Rs.

46,100 and for completing and handing over the same on 42

before the 31st July 1898 to the Executive Engineer or

his authorized representative. The agreement was sanc-

tioned by Government in its order No. 2666 C, dated

4th

* Enclosure B.

Flag D

14th September 1895 (Public Works Department).

3. The Contractor delayed in carrying out the work and disobeyed the orders issued from time to time by the Executive Engineer. He further tendered bricks which were unfit for work. The Executive Engineer finding that the work could not be completed within the prescribed time, cancelled the Contract.

4. Thereupon the Executive Engineer and the Collector were served with notices threatening with a civil suit which was awaited.

5. A suit has been filed by the Contractor against (1) the Executive Engineer, Kistna Western Division, and (2) the Secretary of State for India in Council for the recovery of Rs. 4,723-14-3 on account of the work already executed but not paid for and the loss sustained by him by rejecting some of the bricks &c., and by cancelling the contract.

6. The Executive Engineer applied ~~for~~ to the Superintending Engineer for sanction of the defence of the suit at Government expense. The Government in the Public Works Department entertained doubts as to the validity of the notices said to have been served on the Contractor and referred the question to the Government Pleader, Madras, who gave it ^{as} his opinion that they were not valid under the terms of the Contract, but as the Executive Engineer urged that the Contractor had been working at a loss, it was considered that the damages, if awarded, would be only nominal for improper cancellation of the Contract.

The Government thereon ordered the amount due to the Contractor

Contractor (Plaintiff) to be paid into the Court (which has been ^{done} ~~done~~) and sanctioned defence of the suit (vide G.O., No. 1607W., dated 28th June 1898, copy enclosed).

8. The Executive Engineer (Mr. Lewis) went to Masulipatam, and instructed the Government Vakil orally as to the line of the defence, and left a ^{*}Memo. explaining the variations between the amounts claimed by the Plaintiff and those really due to him. The Vakil thereupon drafted the enclosed [†]statement to be filed in the Court in behalf of the two defendants. It seems to me to be unnecessarily lengthy. I therefore beg to request that the enclosed [†]answer drafted by me may be approved and orders issued for its being filed in the Court in behalf of the two Defendants. The suit stands adjourned to 22nd August 1898. The usual [†]Memo. accompanies this.

I have the honor to be,
Sir,
Your most obedient Servant,

K. S. Srinivasan
20-7-98
for Collector.

Compd
28-7-98
28-7-98

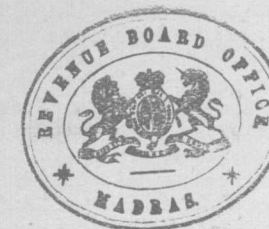
Enclosure E.
Flag L

Enclosure F.
Flag M

Enclosure G.
Flag P

Enclosure H.
Flag R

Enclosure J.



Proceedings of the Board of Revenue (Land Revenue).

No. 2080 Misc., dated 15th August 1898.

Read letter from R. Morris, Esquire, Ag. Collector of Kistna, to the Secretary to the Commissioners of Land Revenue Madras, R.C. No. 753/genl of '98, dated 27th July 1898.

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Resolution

Submitted to Government to which the Collector's letter should have been addressed.

2. The Board considers that the following modifications may be made in the draft written statement submitted by the Collector:-

(i) Para 3

For the word "offered" occurring in the first sentence, substitute "tendered" and for the second sentence substitute the following :-

"The defendants have since paid into the Court Rs. 2469-11-11 in full and complete satisfaction of the Plaintiff's claim in respect of item (a) of the schedule to the Plaint. They deny that the Plaintiff is entitled to any payment in respect of items (b), (c) & (d) in the said schedule".

(ii) Para 4

The following sentence should be added to this para in case the damages of Rs. 500 claimed on account of loss of profit due to the cancelment of the contract-item (e)

P.W.C. 15
6523/98

in the schedule to the plaint has been paid into the Court as directed in para 2 of Government Order No. 1607 W, dated 28th June 1898:-

" Pending decision of this question the defendants ^{have} ~~been~~ deposited in Court the full amount claimed in the schedule to the plaint".

(iii) Para 5

The Second sentence of this para may be replaced by the following:-

"His remedy lay in requiring a reference to be made to the Chief Engineer under para 19 of the Contract".

(iv) Para 6

For the words ^a "his other allegations in the plaint" substitute "all the allegations made in the plaint which are not herein expressly admitted".

3. It is requested that the orders of Government may be communicated to the Collector direct.

(True Extract)

Donald Davidson

Ag. Secretary.

To

^{P.W.D.}
The Secretary to Govt. R.D., with the Collector's letter & Enclosures in original.

Copy to the Collector of Kistna.

Md. R.H.

P.W.D.

Schoole
Schoole