



GOVERNMENT OF KERALA

Abstract

Local Self Government Department- PMGSY II 2016-17 (Batch I) Package No. KR 03-97 Kambiline Unnikuzhy Kallar Road, Adimaly Block, Idukki - Termination of contract without risk and cost - Permission granted - Orders issued.

Local Self Government (DD)Department

G.O.(Rt)No.1344/2025/LSGD Dated,Thiruvananthapuram, 31-05-2025

Read:- 1.Representation dated 14.11.2024 from Sri.Dominic Zacharias, Managing Partner, M/s Majestic Constructions
2.Letter No.KSRRDA/586/2023-B dated 04.12.2024 from the Chief Engineer, KSRRDA

ORDER

The work of PMGSY II 2016-17 (Batch I) package No. KR 03-97 Kambiline Unnikuzhy Kallar Road, Adimaly Block, Idukki was awarded to M/s Majestic Constructions. The total estimate cost of the work was Rs. 3,12,62,178/ (including maintenance).As the completion of the work was delayed, Sri.Thulasi Bai Krishnan and another filed a case as W.P (C) No. 4530/2019 before the Hon'ble High Court on public interest seeking speedy completion of the work. As per the direction of Hon'ble High Court in the said W.P(C), Government heard the contractor and asked him to complete the work as per original estimate.

2. Subsequently the contractor filed WP (C) No. 3415/2022 to relieve him from the contract. As directed by the Hon'ble Court, the Chief Engineer, KSRRDA heard the petitioner and directed the contractor to complete the balance work as per agreed schedule and to rectify the defects of the already completed works other than the flood damages. Against this the contractor filed W.P (C) 21982/2022. The Hon'ble Court directed the petitioner to respond to the show cause notice by submitting explanation and directed the Chief Engineer, KSRRDA to take a decision in the same after affording an opportunity of hearing and

also directed that the decision thus taken shall not be implemented without obtaining further orders from the Court. Accordingly the petitioner submitted explanation with out raising any new arguments other than the previous demands and therefore no new decision was taken in this regard. In order to address the hardships of the residents in the area, a meeting was held on 12.11.2024 with the contractor Sri. Dominic Zacharias. In the said meeting he informed that all measurements of executed works were recorded in M-Book and the bill payments for said quantity was received and no deliberate lapse had been committed in the execution of work and therefore requested to terminate him without risk and cost from the work.

3.As the forest NoC was not received with in the completion period of the project, the contractor had submitted a representation before the Government, as read as 1st paper above, requesting to take urgent action to close the project by assigning it to other suitable agency with a new estimate, and to settle the claim at the earliest. Accordingly the Chief Engineer, as per letter read as 2nd paper above has reported that many obstacles had occurred during the execution of the work including flood in 2018, COVID 19, Forest NOC issues etc and the damages occurred on the road is not due to the failure of construction and therefore the contractor is not fully responsible for the loss. All SQM inspections in this road graded satisfactory and the NQM inspections graded SRI because of the incompleteness of furnishing works. The total expenditure towards the work till date is 268.92 Lakh as per OMMAS and the Completion Certificate has not been issued to the contractor. The CE has, therefore, reported that the request of the petitioner is considerable.

4.Government have examined the matter in detail and are pleased to grant permission for the termination of the contract of the work - 'PMGSY II- 2016-17 (Batch-1) Package No. KR 03-97 Kambiline Unnikuzhy Kallar Road, Adimaly Block, Idukki ', without risk and cost subject to the compliance of the following conditions;

a) The agreement authority shall ensure that all the works as per the original agreement is executed satisfactorily by the contractor. The defects if any shall be rectified by the contractor other than flood damage works.

b) The final decision of termination shall be taken as per the judgements/directions in the W.P (C) No. 4530/2019, W.P (C) No.3415/2022 and W.P (C) 21982/2022 filed for the subject work.

c) The rectification of defects during the defect liability period of the

completed work shall rest with the contractor even if he is terminated without risk and cost. Agreement authority shall take necessary steps to ensure rectification of defects during the defect liability period.

(By order of the Governor)

SHEEJA R S

JOINT SECRETARY

The Chief Engineer, KSRRDA, Thiruvananthapuram

Sri.Dominic Zacharias, Panamkattu House, Karimkunnam PO,
Thodupuzha, Idukki

Finance (Dev.) Department (w.r.t.932229/DEV-3/212/2018-Fin dated
16.04.2025)

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram

The Accountant General (A&E), Kerala, Thiruvananthapuram

Web & New Media, I&PRD

The Director, Information Kerala Mission, Thiruvananthapuram

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Section Officer

Copy to: Private Secretary to Hon'ble Chief Minister

Private Secretary to Hon'ble Minister for LSGD