



2025:DHC:2671



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Judgment pronounced on : 17.04.2025

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W.P.(C) 2658/2025 & CM APPL. 12602/2025

M/S CS CYBERSOFT INFOTECH PVT. LTD.Petitioner

Through: Ms. Usha Nandini V., Advocate along
with Mr. Biju P. Raman and Mr. John
G. A., Advocates.

versus

UNION OF INDIA & ORS.Respondents

Through: Mr. Rohan Jaitley, CGSC along with
Mr. Hussain Taqvi, Mr. Dev Pratap
Shahi, Mr. Varun Pratap Singh and
Mr. Yogya Bhatia, Advocates for
UOI.Mr. Nishe Rajan Shankar and Mr.
Santhosh K and Mr. Alim Anvar,
Advocates for R-6 to R-8.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****JUDGMENT**

1. The present petition has been filed by the petitioner seeking direction for the respondents to comply with the terms and conditions of the work order dated 18.02.2020 and communication dated 20.03.2020 and to release the pending payment of ₹5,66,52,890 for work completed under the 7th National Economic Census in the states of Kerala and Tamil Nadu. The petitioner also seeks transparency regarding TDS deductions and the calculation of pending remuneration.



2. The background of the case is that the 7th National Economic Census was initiated by the Ministry of Statistics & Programme Implementation (MoSPI)/respondent no. 2 to collect data on economic activity across the country. The implementation of the project was entrusted to CSC e-Governance Services India Limited/ respondent nos. 3 and 4. CSC e-Governance Services India Limited was responsible for executing the survey through vendors and service providers.
3. The petitioner, an entity engaged in conducting research, surveys, data collection, and IT services, submitted a proposal to undertake primary survey work for the 7th National Economic Census in Kerala and Tamil Nadu. Accepting this proposal, CSC e-Governance Services India Limited issued a work order dated 18.02.2020 and a communication dated 20.03.2020, authorizing the petitioner to conduct the survey in these states using a team of enumerators and supervisors.
4. Pursuant to the issuance of work order, the petitioner appointed 8,000 enumerators and 2,000 supervisors to carry out the door-to-door economic census survey. The petitioner successfully completed the survey and submitted all collected data to CSC e-Governance Services India Limited by 08.04.2021.
5. It is submitted that CSC e-Governance Services India Limited has only paid 60% of the agreed amount, leaving 40% (₹5,66,52,890) unpaid. Despite submitting invoices as per the terms of the work orders, CSC e-Governance Services India Limited has failed to release the full payment Limited even though TDS amount was deducted on the amount claimed through each invoices submitted by the petitioner.
6. In an effort to seek redress, the petitioner escalated the issue to higher



authorities, however, to no avail.

7. The petitioner, therefore, sent another email on 06.12.2022 to CSC e-Governance Services India Limited and the Deputy Director General, MoSPI, seeking immediate release of the dues.

8. Further, on 26.12.2022, the petitioner sent another email requesting urgent payment release. On 27.12.2022, this email was forwarded to higher officials by the Deputy Director General, MoSPI, acknowledging the issue.

9. While the issue of pending payments remained unresolved, in March 2023, CSC e-Governance Services India Limited requested the petitioner to conduct a resurvey of certain areas previously surveyed by other vendors due to discrepancies in data quality. It was also informed that for the resurvey work, petitioner would be paid as per the terms and conditions of the work order. The petitioner deployed 1,600 enumerators and successfully completed the resurvey by May 2023.

10. On 07.05.2023, the petitioner formally notified CSC e-Governance Services India Limited of the completion of the resurvey work, providing a detailed report.

11. Further, to ensure accuracy in data verification, the petitioner engaged 400 additional staff and submitted the final verified data on 09.10.2023 via email.

12. The grievance of the petitioner is that despite completing the survey and submitting all verified data, CSC e-Governance Services India Limited did not release the requisite payments. When the petitioner inquired about the delay, CSC e-Governance Services India Limited responded that payments would be processed only upon obtaining a No Objection Certificate (NOC) from the Statistics Department.



13. It is submitted by the petitioner that MoSPI has already released ₹667.28 crores to CSC e-Governance Services India Limited for executing various activities related to the 7th National Economic Census. Despite receiving these funds, CSC e-Governance Services India Limited continues to withhold payments due to vendors, including the petitioner.

14. The petitioner also sought clarification on the details of TDS deductions, but CSC e-Governance Services India Limited has failed to provide any transparency on how the deductions have been accounted for.

15. In the above circumstances, the petitioner has approached this Court by way of the present petition.

16. Upon consideration of the petitioner's grievances and the reliefs sought, it is evident that the petitioner seeks recovery of an outstanding contractual amount from respondent no. 3/ respondent no.4. The nature of the claim necessitates a detailed factual inquiry into the quantum of work completed, the petitioner's financial entitlements, and alleged breaches or deficiencies, if any, in the execution of the contract. Such an intricate evaluation falls within the domain of civil proceedings and cannot be effectively adjudicated under the writ jurisdiction of this Court.

17. It is a settled legal position that writ jurisdiction under Article 226 of the Constitution of India cannot be invoked for the enforcement of purely contractual rights, especially where monetary claims are in dispute, and an efficacious alternative remedy in civil law is available.

18. The Division Bench of the Apex Court in **ROSHINA T. v. Abdul Azeez K.T. & Ors.**, 2018 SCC OnLine SC 2654 has observed that Article 226 can't be used for deciding disputes for which civil remedies are available. The relevant portion of the judgment is reproduced as under –



“13. These questions, in our view, were pure questions of fact and could be answered one way or the other only by the civil court in a properly constituted civil suit and on the basis of the evidence adduced by the parties but not in a writ petition filed under Article 226 of the Constitution by the High Court.

14. It has been consistently held by this Court that a regular suit is the appropriate remedy for settlement of the disputes relating to property rights between the private persons. The remedy under Article 226 of the Constitution shall not be available except where violation of some statutory duty on the part of statutory authority is alleged. In such cases, the Court has jurisdiction to issue appropriate directions to the authority concerned. It is held that the High Court cannot allow its constitutional jurisdiction to be used for deciding disputes, for which remedies under the general law, civil or criminal are available. This Court has held that it is not intended to replace the ordinary remedies by way of a civil suit or application available to an aggrieved person. The jurisdiction under Article 226 of the Constitution being special and extraordinary, it should not be exercised casually or lightly on mere asking by the litigant. (See Mohan Pandey v. Usha Rani Rajgaria and Dwarka Prasad Agarwal v. B.D. Agarwal.)

15. In our view, the writ petition to claim such relief was not, therefore, legally permissible. It, therefore, deserved dismissal in limine on the ground of availability of an alternative remedy of filing a civil suit by Respondent 1 (writ petitioner) in the civil court.

16. We cannot, therefore, concur with the reasoning and the conclusion arrived at by the High Court when it unnecessarily went into all the questions of fact arising in the case on the basis of factual pleadings in detail (43 pages) and recorded a factual finding that it was Respondent 1 (writ petitioner) who was in possession of the flat and, therefore, he be restored with his possession of the flat by the appellant.

17. In our opinion, the High Court, therefore, while so directing exceeded its extraordinary jurisdiction conferred under Article 226 of the Constitution. Indeed, the High Court in granting such relief, had virtually converted the writ petition into a civil suit and itself to a civil court. In our view, it was not permissible.”

(emphasis supplied)

19. The Supreme Court in **Director of Agriculture & Ors. v. M.V. Ramachandran**, Special Leave Petition (C) No.18371/2021, has observed as



under –

“We fail to appreciate how the writ petition before the learned Single Judge could have been entertained for recovery of money alleged to have been due and payable under the bills/invoices. The learned Single Judge, as such, ought not to have been entertained the writ petition under Article 226 of the Constitution of India for recovery of money under the bills/invoices, more particularly, when in fact the original writ petitioner(s) availed the remedy before Civil Court and filed Civil Suit, which came to be dismissed in default.

The aforesaid aspect has not been considered even by the Division Bench of the High Court.

In view of the above and on the aforesaid ground alone, the impugned judgment and orders passed by the Division Bench of the High Court and that of the learned Single Judge entertaining the writ petition are hereby quashed and set aside. However, it will be open for the original writ petitioner(s) to pursue the remedy before the Civil Court by getting the suit restored and if such an application is filed within a period of six weeks from today, the concerned Trial Court to restore the suit and thereafter to decide and dispose of the suit in accordance with law and on its own merits and on the basis of the evidence led.”

20. Furthermore, the petitioner’s claim that funds have been released by the MoSPI to the respondent no. 3/ respondent no. 4 is of no consequence. The petitioner’s contractual privity is strictly with the respondent no. 3/ respondent no. 4, and not with the MoSPI. Any obligations to release payments arise solely under the petitioner’s agreement with the respondent no.3/ respondent no.4.

21. In light of the foregoing, this Court is not inclined to entertain the present writ petition; the same is, accordingly, dismissed, while granting liberty to the petitioner to seek redressal through appropriate civil proceedings.

22. All rights and contentions of the petitioner as regards the merits of its case for recovery of amount/s from the respondent no. 3/ respondent no. 4,



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are expressly reserved.

APRIL 17, 2025/sv

SACHIN DATTA, J