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

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Judgment pronounced on: 17.04.2025

+ **W.P.(C) 4290/2024**

SHARADAMBA COMPUTER CENTRE

.....Petitioner

Through: Mr. Naushad Alam, Advocate
(through VC)

versus

UNION OF INDIA

.....Respondent

Through: Ms. Avshreya Pratap Singh Rudy,
Senior Panel Counsel along with Ms.
Usha Jamnal, Ms. Harshita
Chaturvedi and Mr. Siddhant Nagar,
Advocates for R-1.

Mr. Tanuj Khurana, Mrs. Deepksha
Khurana and Mr. Abhishek Rawat,
Advocates for R-3.

+ **W.P.(C) 4312/2024**

M/S UNNATI FOUNDATION

.....Petitioner

Through: Mr. Naushad Alam, Advocate
(through VC)

versus

UNION OF INDIA

.....Respondent

Through: Mr. Vikrant N. Goyal and Mr. Nitin,
Advocates for UOI.

Mr. Tanuj Khurana, Mrs. Deepksha
Khurana and Mr. Abhishek Rawat,
Advocates for R-3.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

JUDGMENT

1. At the very outset, it is noticed that the factual matrix in both petitions



is substantially identical. While the petitions have been filed by two distinct petitioners, the nature of the reliefs sought remains the same, arising from similar circumstances and grievances.

2. In WP(C) 4290 of 2024 the petitioner, *inter alia*, prays as under –

“(I) Issue a Writ in the nature of Mandamus or other suitable writ directing the Compliance Officer of the Respondent to submit the action taken by it on the grievances of the Petitioner in reference to his letter dated 03.02.2023 (ANNEXURE-P/10) and Petitioner's reply dated 21.02.2023 (ANNEXURE- P/11) -;

(II) Issue a Writ in the nature of Mandamus or other suitable writ and or order or direction thereby commanding Respondent to release the Balance Payment of Rs. 1,26,23,645/-;”

3. In W.P.(C)-4312/2024 the petitioner, *inter alia*, prays as under –

“(I) Issue a Writ in the nature of Mandamus or other suitable writ directing the Compliance Officer of the Respondent to submit the action taken by it on the grievances of the Petitioner in reference to his letter dated 03.02.2023 (ANNEXURE - P/4) and Petitioner's reply dated 02.02.2023 (ANNEXURE - P/ 5) -;

(II) Issue a Writ in the nature of Mandamus or other suitable writ and or order or direction thereby commanding Respondent to release the Balance payment of Rs 65,77,746.60/-;”

4. Considering that identical reliefs have been sought in both the petitions, it is considered apposite to dispose of the petitions by way of a common order.

5. For the sake of convenience, WP(C) 4290 of 2024 captioned as *Sharadamba Computer Centre v. Union of India & Ors.*, is taken up as the lead matter. The reference to the facts as noted, unless the context indicates otherwise, are the facts as obtaining in the said petition.

6. The background of the case is that the Ministry of Statistics and Programme Implementation (MoSPI)/respondent no. 2 assigned the



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responsibility of conducting the 7th Economic Census to the CSC E-Governance Services India Ltd / respondent no.3 through a Memorandum of Understanding (MoU) dated 03.01.2019. CSC E-Governance Services India Limited in turn delegated the work to Common Service Centers (CSCs) across India. The petitioner was one such CSC entrusted with the task.

7. Initially, the petitioner was engaged in 2020 to conduct the survey in Udupi and Mangalore districts of Karnataka. Subsequently, in December 2020, a senior official of the respondent no. 3 (CSC E- Governance Services India Limited) requested the petitioner to conduct the same survey in multiple districts of Kerala, including Alappuzha, Kollam, Thrissur, Idukki, Palakkad, Kannur, Trivandrum, Calicut, Kottayam, Kasaragod, Ernakulam, and Kozhikode. Following this request, the petitioner commenced the primary survey under 7th National Economic Census in the State of Kerala on 08.12.2020.

8. On 13.01.2021, the Project Head of CSC formally issued a letter confirming the petitioner's registration for conducting the survey. This letter included Work Order effective from 08.12.2020, which detailed the scope of work, including residential, residential-cum-commercial, and commercial surveys. The Work Order also specified the survey protocol and the commission payment structure, stating that payments would be processed upon submission of invoices after survey completion was reflected on the digital dashboard.

9. It is submitted that the petitioner successfully completed a survey of 25 lakh samples, of which 80% were verified and approved by SL2 authorities. Upon completion, the petitioner submitted the final reports on the dashboard and raised invoices dated 30.05.2021, based on the agreed



rates in the Work Order.

10. It is submitted that the total contract value, as per Form 26AS, was ₹3,91,43,533/-. However, the respondent has only paid ₹2,48,26,886/-, leaving a balance amount of ₹1,26,23,645/- unpaid.

11. The petitioner made multiple requests for payment, including an email dated 29.05.2021. It is submitted that the last payment from the respondent was made on 24.06.2021. Thereafter, the petitioner sent additional emails on 02.03.2022 and 09.03.2022, requesting for balance payment. In response, the respondent no. 3, sent an email dated 19.03.2022, asking the petitioner to wait for clearance of the observations by the State Level Coordination Committee (SLCC).

12. It is submitted that despite multiple follow-ups, including emails dated 19.01.2023, 21.01.2023, and 23.01.2023, the payment sought was not made.

13. On 03.02.2023, the Compliance Officer of CSC-E Governance Services India Ltd. requested the petitioner to submit its MSME Registration Certificate to report the outstanding dues to the Ministry of Corporate Affairs. The petitioner complied with this request by submitting the Certificate of Registration, dated 04.07.2021 via email on 21.02.2023, confirming that ₹1.3 Crores remained unpaid. However, no subsequent action has been taken.

14. It is submitted by the petitioner that a sum of ₹ 667.26 crores had been released by MoSPI to CSC E-Governance Services India Limited as of December 2022, out of a total allocation of ₹ 840.4 crores. Despite this, CSC E-Governance Services has failed to release the pending payments to multiple vendors, including the petitioner, even though the survey was



successfully completed in December 2020.

15. Being aggrieved by the non-payment of dues despite repeated requests, the petitioner has approached this Court by way of the present petition.

16. Upon consideration of the petitioners' grievances and the reliefs sought, it is evident that the petitioner seeks recovery of an outstanding contractual amount from respondent no. 3. The nature of the claim necessitates a detailed factual inquiry into the quantum of work completed, the petitioners' 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 is of no consequence. The petitioner’s contractual privity is strictly with the respondent no. 3, and not with the MoSPI. Any obligations to release payments arise solely under the petitioner’s agreement with the respondent no. 3.

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

22. All rights and contentions of the petitioners as regard the merits of their case for recovery of amount/s from the respondent no.3, are expressly reserved.

SACHIN DATTA, J

APRIL 17, 2025/sv