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

% ***Date of Decision: November 02nd, 2026***

\# **CNR No. DLHC010511352026**

\+ W.P.(C) 15695/2026, CM APPL. 73523/2026, CM APPL. 73524/2026

DINABANDHU SING .....Petitioner

Through: Ms. Harshita Singhal,
Mr. Rishabh Choraria &
Mr. Vicky Sharma, Advs.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Ms. Puja Kalra, CGSC with Mr. Deepansh Sharma, GP for R1/UOI.
Mr. Naveen Kumar Raheja & Mr. Shashi Shekhar, Advs. for R2 & 3.

CORAM:
HON'BLE MR. JUSTICE AMIT MAHAJAN

AMIT MAHAJAN, J. *(Oral)*

1. By way of the present petition, the petitioner seeks the following prayers:

> *"a. issue a writ of certiorari or any other appropriate writ, order or direction quashing/setting aside the Termination Order dated 30.03.2026 issued by Respondent No. 3, insofar as it terminates the Provisional Letter of Acceptance dated 29.10.2025 in respect of Tank Truck No. NL01Q4755, the same being wholly vitiated by complete absence of any show cause notice and violation of the principles of natural justice; and*
> *b. issue a writ of certiorari or mandamus or any other appropriate*

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writ, order or direction quashing/setting aside the Termination Order dated 30.03.2026 insofar as it terminates the Provisional Letter of Acceptance dated 26.08.2025 in respect of Tank Trucks BR01GH8798 and NL01L1926; or, in the alternative, remit the matter to Respondent No. 3 for a fresh, reasoned decision after affording the Petitioner an effective personal hearing and considering the Petitioner's representation dated 12.06.2026; and

c. issue a writ of mandamus or any other appropriate writ, order or direction directing the Respondents to consider and decide the Petitioner's representations dated 12.06.2026 by a reasoned, speaking order, after affording the Petitioner an effective personal hearing, within a time-bound period as this Hon'ble Court may direct; and

d. pass any such other order/direction(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case."

2. Briefly stated, the petitioner had participated in Tender No. 2400019435-HD-09050 dated 01.03.2025, floated by Respondent No. 2 for Bulk LPG Transportation by Road in the State of Jammu & Kashmir for the period 2025–2030. Pursuant thereto, Respondent No. 3 issued Provisional Letter of Acceptance dated 26.08.2025 in favour of the petitioner in respect of 5 Tank Trucks, including trucks bearing Nos. BR01GH8798 and NL01L1926. Thereafter, Respondent No.3 issued a second Provisional Letter of Acceptance ('LOA') dated 29.10.2025 for Tank Truck bearing no. NL01Q4755. The said letters required the petitioner to conclude the sale of the truck including re-registration and other statutory approvals within a period of four months from their respective dates of issuance.

3. By way of the impugned letter dated 30.03.2026, Respondent No.3 terminated the Provisional Letters of Acceptance in respect of three Tank Trucks bearing Nos. NL01Q4755, BR01GH8798 and NL01L1926 and forfeited the Earnest Money Deposit and caution

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money, observing that the petitioner had failed to fulfil its contractual obligation of completing the transfer of ownership and PESO licences within the stipulated period of four months from the issuance of the respective LOAs.

4. It is the case of the petitioner that Respondent No.3 has arbitrarily terminated the petitioner's Provisional Letters of Acceptance in respect of the said three trucks. The petitioner contends that the delay was occasioned by circumstances beyond its control and that its explanation furnished to the respondents was not duly considered. It is further contended that, in respect of Tank Truck NL01Q4755, no show-cause notice was issued to the petitioner before termination of the LOA.

5. *Per contra*, the learned counsel for the respondents have raised a preliminary objection to the entertainment of the present petition, contending that the controversy arises entirely out of the contractual relationship between the parties and involves disputed questions of fact as well as interpretation of the contractual stipulations.

6. At the outset, it is necessary to observe that it is well-settled that merely because a dispute arises out of a contractual relationship, the jurisdiction of this Court under Article 226 of the Constitution of India is not excluded. However, the existence of such jurisdiction does not imply that every dispute arising out of a contractual relationship must necessarily be adjudicated in writ proceedings. The nature of the dispute and the availability of an alternate remedy are also parameters which have to be considered by this Court.

7. In the opinion of this Court, the contention of the petitioner that

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the delay in completing the requisite formalities was attributable to circumstances beyond its control raises a disputed question of fact. Similarly, insofar as the petitioner's contention regarding non-receipt of the show-cause notice is concerned, the impugned order makes a specific reference to a show-cause notice and a reply thereto, whereas the petitioner disputes having received any such notice in respect of Tank Truck No. NL01Q4755. This aspect also raises a disputed question of fact requiring examination.

8. Evidently, the rival submissions would require an examination of the circumstances surrounding the alleged delay in performance of contractual obligations, the explanation for delay furnished by the petitioner, the issuance and service of the show-cause notice, compliance to contractual obligations of the parties, etc. The determination of these issues would necessarily entail a detailed examination of the underlying records and the relevant contractual stipulations.

9. This Court is, therefore, of the view that the controversy is not confined to a straightforward interpretation of a contractual provision but involves mixed questions of fact and contractual interpretation. This Court cannot undertake a detailed fact-finding exercise to determine the correctness of the rival positions in the exercise of its extraordinary writ jurisdiction, particularly when the controversy is capable of being examined in appropriate proceedings.

10. In view of the nature of the controversy and the disputed questions requiring examination, the present petition is dismissed, with liberty to the petitioner to avail of appropriate remedies in

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accordance with law.

11. Needless to state, this Court has not expressed any opinion on the merits of the controversy, and all issues are left open for consideration by the appropriate forum.

AMIT MAHAJAN, J

NOVEMBER 2, 2026
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