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

+ W.P.(C) 2254/2025 and CM APPL. 10635/2025

MEGHALAYA OXYGEN PRIVATE LIMITEDPetitioner

Through: Mr. Siddharth Sharma, Advocate.

versus

OIL AND NATURAL GAS CORPORATION LIMITED

.....Respondent

Through: Mr. Chetan Sharma, ASG with Mr.
R.V. Prabhat, Mr. Daksh Pandit,
Mr.Amit Gupta, Mr. Shubham
Sharma, Mr. Yash Wardhan Sharma
& Mr. Naman, Advocates.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **10.02.2026**

1. The Court *vide* order dated 28.01.2026, has noted the submissions made by Mr. Chetan Sharma, learned ASG, who had raised a preliminary objection to the maintainability of the petition before this Court on the ground that the agreement was executed at Agartala, the enquiry was ordered and conducted there, the show-cause notice and the impugned order were issued from Agartala, the reply, thereto, was also submitted before the Agartala office of the respondent, and that the mere fact that the respondent's Head Office is situated in Delhi, does not confer territorial jurisdiction upon this Hon'ble Court, as no part of the cause of action has arisen within its jurisdiction.

2. The submissions were opposed by the petitioner stating that the



Government e-market place GeM portal earlier closed the complaint against the petitioner at Delhi and Section 10 of the Integrity Pact dated 02.04.2022 confers jurisdiction at the registered office of the principal i.e., at New Delhi, therefore, the Court at Delhi would have jurisdiction.

3. During the course of hearing, learned counsel appearing for the petitioner further relies on prayers (d) and (e) for direction to constitute IEM for the purpose of adjudicating the present dispute, and therefore, he submits that at least this part of the prayer is directly amenable to the jurisdiction of this Court. He seeks to place reliance on the decisions of the Supreme Court in the cases of ***Kusum Ingots & Alloys Ltd. v. Union of India & Anr***¹, and ***Alchemist Ltd. & Anr. v. State Bank of Sikkim & Ors.***² He also places reliance on the decisions of this Court, in the cases of ***Sterling Agro Industries Ltd. v. Union of India & Ors.***³ ***Vishnu Security Services v. Regional Provident Fund Commissioner***⁴, and ***Glaxosmithkline Consumer Healthcare Ltd. & Ors. V. Heinz India (P) Limited***⁵, and submits that the principle of *forum conveniens* should be applied as a last resort.

4. Having considered the overall conspectus of the fact and situation, the Court find that the material, integral and essential cause of action has arisen outside the jurisdiction of this Court. The prayers (d) and (e) should not be the sole factor to entertain the writ petition by this Court. The said prayer can very well be made before the jurisdictional High Court within whose jurisdiction the essential, material and integral cause of action has arisen. The cardinal prayer, which is indispensable and integral is to set-aside the

¹ (2004) 6 SCC 254

² (2007) 11 SCC 335.

³ (2011) SCC OnLine Del 3162

⁴ 2012 (129) DRJ 661 (DB)



order of blacklisting. The same is the genesis of the entire dispute. It is this prayer would determine the cause of action.

5. Even assuming a part of cause of action has arisen within the jurisdiction of this Court, the same again cannot be the sole determinative factor to entertain the instant writ petition. The said position has been explained by the Supreme Court in ***Kusum Ingots & Alloys Ltd. v. Union of India & Anr*** (supra) which reads as under:

“30. We must, however, remind ourselves that even if a small part of casue of action arises within the territorial jurisdiction of the High Court, the same by itself may not be considered to be a determinative factor compelling the High Court to decide the matter on merit. In appropriate cases, the Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of forum conveniens.”

6. The Court has also taken the said position in ***LN Malaviya Infra Projects Pvt. Ltd. v. National Highway Authority of India & Ors.***⁶ Vide order dated 14.01.2026, this Court, upon consideration of the overall facts and circumstances, was pleased to dismiss the present petition on the ground of lack of territorial jurisdiction, while granting liberty to the petitioner to approach the jurisdictional High Court. It is a settled position of law, as held in ***Harshad Chiman Lal Modi v. DLF Universal Ltd.***,⁷ that a Court cannot assume jurisdiction in respect of a matter over which it otherwise lacks jurisdiction merely on the basis of consent or agreement between the parties. The said principle stands further fortified by the judgment of the Hon’ble Supreme Court in ***Patel Roadways Limited v. Prasad Trading Company***⁸ wherein it was categorically held that jurisdiction cannot be conferred upon

⁵ 2009 SCC OnLine Del 9

⁶ WP(C) 451/2026

⁷ 1999 SCC OnLine Del 888

⁸ JT 1991 (3) SC 337



a Court by agreement alone.

7. Accordingly, all rights and contentions of the parties are left open.
8. Pending application shall also stand disposed of.

PURUSHAINDR KUMAR KAURAV, J

FEBRUARY 10, 2026

tr/KSR