



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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CWP-16295-2026

Date of Decision: 08.07.2026

DAKSYA ACADEMY PRIVATE LIMITED**...Petitioner(s)****Versus****HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED AND OTHERS****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA**

Present:- Mr. Uday Gupta, Senior Advocate with
Mr. Unmukt Gera, Advocate, Ms. Neha Matharoo, Advocate and
Mr. Sahil Matharoo, Advocate
for the petitioner.

Mr. Deepak Bhardwaj, Advocate
for respondent no.1.

Mr. Mandeep Singh, Advocate
for respondent no.2.

TRIBHUVAN DAHIYA, J. (Oral)

The petition has been filed, *inter alia*, seeking a writ of *certiorari* setting aside the communication dated 12.08.2022, Annexure P-27, issued by the first respondent - Haryana State Industrial and Infrastructure Development Corporation Limited (HSIIDC), whereby recovery of ₹2,51,02,156 along with interest has been ordered against the second respondent - Apparel Made-Ups and Home Furnishing Sector Skill Council (AMH SSC).

2. Apparently, the petitioner has approached this Court after a delay of about four years from the date of issuance of the recovery notice. Besides,



the said notice has been issued to the second respondent and not to the petitioner.

3. Learned counsel for the Corporation, on instructions from Mr. Shailesh Dutt, Assistant General Manager of the Corporation, submits that so far no action has been initiated against the petitioner.

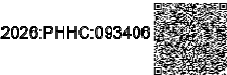
4. Faced with the situation, learned senior counsel submits that the remaining prayers in the petition may be granted, i.e., issuance of a writ of *mandamus* directing the Corporation to process and release payments due and payable to the petitioner under the Skill Development Scheme in accordance with the scheme framework, uninfluenced by the impugned communication. And also issue skill certificates to the candidates of the petitioner's company who have successfully completed training and cleared the assessment process.

5. Heard.

6. It is apparent on record that the Memorandum of Understanding (MOU) was entered into between the first and the second respondents [HSI IDC and AMH SSC] dated 23.10.2017, Annexure P-1, and the petitioner herein entered into a separate agreement with the second respondent, dated 27.10.2017, Annexure P-2, for providing skill training to the candidates. In terms of the MOU dated 23.10.2017, the payments are required to be made by the first respondent to the second respondent. This has been specifically provided under clause 3 thereof which reads as under:

3. Roles of HSI IDC

a. HSI IDC will make payments to AMH SSC for project implementation as per the rates finalized for various trades under Eletronic Sector as prescribed vide common norms notification dated 15.07.2015 and 28.02.2017 (as amended time to time).



b. and c. xxx xxx xxx

In this view of the matter, the directions sought by the petitioner cannot be issued as it is not a party to the MOU entered into between the first and the second respondent whereunder no payments are to be made to the petitioner. Its right to get payment, if any, arises out of the agreement dated 27.10.2017, for which no direction can be issued to the first respondent - Corporation as it is not privy to the contract.

7. In view thereof, there is no ground to entertain the petition and it stands dismissed.

(TRIBHUVAN DAHIYA)
JUDGE

08.07.2026
Ad

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>