

\$~45

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

+ W.P.(C) 10088/2017 & CM Nos.41249/2017 & 41250/2017

IAP COMPANY PVT. LTD.

..... Petitioner

Through: Mr Mohit Chaudhary and Ms Garima
Sharma, Advocates.

versus

NATIONAL INFORMATICS CENTRE SERVICES INC.
(NICS) AND ANR.

..... Respondents

Through: Mr Ranjan Mazumdar, Advocate for
R-1.
Mr Sudhir Kumar Dubey proxy for
Mr A. N. Tiwari, Advocate for R-2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **14.11.2017**

1. The petitioner has filed the present petition, *inter alia*, praying as under:-

- “a) Issue writ of Mandamus thereby directing Respondent No.1 to make payments of non factored bills issued by the Petitioner for the month of September -October 2017 in ICICI Bank A/c No. 002105003169 of the Petitioner.
- b) Issue writ of Mandamus thereby directing Respondent No.2 to refrain themselves from approaching/ threatening coercing the customers of Petitioner for seeking transfer of amounts of non factored bills.”

2. It is the petitioner's case that the petitioner had factored certain bills

raised on respondent no.1 (hereafter 'NICSİ'). This arrangement entitled respondent no.2 (hereafter 'CANBANK') to recover the amount of the bills directly from NICSİ. The petitioner's grievance is that CANBANK is now seeking to recover even other bills, which have not been factored by the petitioner with CANBANK. These bills, according to the petitioner, pertain to the month of September and October, 2017.

3. Mr Chaudhary, learned counsel for the petitioner submits that the NICSİ is under no obligation to pay this amount to CANBANK as there is no arrangement between NICSİ and CANBANK and the bills raised by the petitioner are also not available with CANBANK as the same have not been factored.

4. Learned counsel appearing for NICSİ submits that there is no relationship between NICSİ and CANBANK where NICSİ is obliged to make any payment to CANBANK. However, despite there being no such relationship, CANBANK has issued a legal notice to NICSİ demanding certain payments, which are otherwise due to the petitioner.

5. It is clear from the aforesaid narration of facts that the disputes involved in this petition are largely contractual disputes between the Petitioner and CANBANK. NICSİ, of course, is required to make payment as per the contract for work done by the petitioner; however, it is not obliged to make any payment to a third party on petitioner's behalf unless there is some commercial contract which obliges it to do so or there is an order from a competent Court.

6. Since, the disputes involved in the present case are of commercial nature and do not fall within the realm of public law disputes; this Court is not inclined to entertain this petition under Article 226 of the Constitution of

India. Needless to state that the petitioner is at liberty to institute any appropriate proceedings for redressal of its contractual grievances.

7. It is clarified that nothing stated herein shall be construed as an expression of opinion on the merits of the disputes between the parties.

8. The petition and pending applications are disposed of.

9. Order *dasti*.

VIBHU BAKHRU, J

NOVEMBER 14, 2017

MK