

\$~43

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 11737/2018**
AMRITANSHU INFRASTRUCTURE AND MANAGEMNET
PVT. LTD. Petitioner

Through: Mr Dhruv Dwivedi and Mr Sheikh
Bakhtiyar, Advocates.

versus

IRCON INTERNATIONAL LIMITED AND
ANR. Respondents

Through

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER
30.10.2018

%

CM No.45411/2018

1. Allowed, subject to all just exceptions.

W.P.(C) 11737/2018

2. The petitioner has filed the present petition, *inter alia*, praying that directions be given to respondent no.1 (hereafter 'IRCON') to initiate impartial enquiry to adjudicate and dispose of the petitioner's complaint in a time bound manner.

3. The petitioner states that on 12.01.2015, it entered into a joint venture agreement with respondent no.2 (hereafter 'Beigh') and formed a Joint Venture named AIMPL-BCC JV. The petitioner states that on 12.06.2016, the petitioner and Beigh entered into another agreement, whereby it was agreed that in the event Beigh took benefit of the credentials of the Joint Venture to secure contracts, Beigh would pay a sum of ₹1 crore to the petitioner for every contract that was secured on the basis of the experience

of the Joint Venture. The petitioner claims that Beigh has used the credentials of the Joint Venture to qualify for securing a contract from IRCON. The petitioner claims that certain documents submitted by the petitioner to IRCON, including the balance sheets of the Joint Venture with the petitioner, are forged. The petitioner states that the balance sheets of the Joint Venture have been fraudulently prepared by an auditor from Jammu, who was not the auditor of the Joint Venture.

4. According to the petitioner, Beigh was not qualified to secure the subject contract from IRCON. The petitioner has also made complaint in this regard to IRCON.

5. It is apparent from the plain reading of the present petition that there are certain disputes between the petitioner and Beigh, which has prompted the petitioner to initiate the complaint against Beigh.

6. The petitioner is not adversely effected in any manner. The issue of awarding contract is strictly between IRCON and Beigh. The petitioner, on its part, has informed IRCON of the allegation regarding forgery of documents. It would be open for IRCON to act on the same, however, the petitioner has no right to insist that IRCON do so. This Court is also of the view that since, the object of the present petition is clearly to settle *interse* disputes between the petitioner and Beigh, no order from this Court is warranted.

7. The petition is, accordingly, dismissed.

VIBHU BAKHRU, J

OCTOBER 30, 2018
MK