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

+ W.P.(C) 13363/2018 & CM No. 51979/2018

HEALTH CARE

..... Petitioner

Through: Mr Sachin Datta, Sr. Advocate with  
Mr Deepak Dewan, Advocates.

versus

GOVT. OF NCT OF DELHI AND ORS.

..... Respondents

Through: Mr Ramesh Singh, Standing Counsel,  
GNCTD with Mr Chirayu Jain and  
Ms Nikita Goyal, Advocates for R-1,  
2, 3 and 4.

**CORAM:**

**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**ORDER**

% **14.12.2018**

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

- “a) allow writ petition under article 226 and 227 of Constitution of India, by issuing writ of mandamus or certiorari or any other appropriate writ inter-alia, directing the Respondents to withdraw the risk and costs purchase order dated 16.08.2018, quash and set aside the same;
- b) directing the Respondent No.1 to 4 to not to deduct an amount of Rs. 1,41,62,093/- from the bills for the medicines supplied from the Petitioner to the Respondents.”

2. Respondent no.5 (M/s Scott Edil-Advance Research Laboratories & Education Ltd.) had entered into an agreement dated 17.08.2017 with

respondent nos. 1 and 2 for supply of certain medicines. The petitioner is stated to be an authorised agent of respondent no.5 and had supplied the said medicines on behalf of respondent no.5.

3. Apparently, certain disputes have arisen in respect of supply of the said medicines. Respondent nos.1 and 2 have invoked the risk purchase clause and respondent no.4 (Dr B. S. Ambedkar Hospital) has placed the order for the medicines in question at the risk and cost of the petitioner. The petitioner is, essentially, aggrieved as respondent no.3 (Central Procurement Agency) is taking steps for recovery of the said amount.

4. It is apparent from the above that the disputes are, essentially, relating to a contractual arrangement between respondent no.5 and respondent nos.1 to 3. It is also pointed out that the agreement between the concerned parties also includes an arbitration clause.

5. Mr Datta, learned senior counsel appearing for the petitioner earnestly contended that the petitioner has been penalised and the petitioner does not have any arbitration agreement with the respondents. The said argument is unpersuasive, as the petitioner had entered into the arrangement as an authorized representative of respondent no.5 and not as an independent party to the contract.

6. Since the dispute relates to the contractual arrangement and there is no element of public law involved in the present petition, this Court does not consider it apposite to entertain the present petition. The petition is, accordingly, dismissed. The pending application stands disposed of.

7. It is clarified that this order would not preclude the petitioner from availing other remedies, if otherwise, available in law.

**VIBHU BAKHRU, J**

**DECEMBER 14, 2018**  
**MK**