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

+ **W.P.(C) 3396/2020**

M/S VIJ CONTRACTS (P) LTD

..... Petitioner

Through: Ms.Sangeeta Bharti, Mr.Ashish  
Kumar, Mr.Rameez Raja,  
Mr.Jordan Rohmingthanga, Advs.

versus

M/S IRCON INFRASTRUCTURE alias SERVICES LTD & ANR

..... Respondents

Through: Mr.Abir Phukan and Mr.Ashkrit  
Tiwari, Advs. for R-1.  
Mr.Satish Kaul, AR of Resp.  
No.2/University

**CORAM:**

**HON'BLE MR. JUSTICE NAVIN CHAWLA**

**ORDER**

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**09.06.2020**

This hearing has been held by video conferencing.

**CM No.12069/2020 (Exemption from filing the requisite court fee)**

1. This application has been filed seeking exemption from filing the requisite court fee. Binding the deponent of the affidavit to the contents of the application, the exemption is granted.
2. Court fee shall be deposited online with the concerned authority within one week and physical stamp be filed within 72 hours from the date of resumption of regular functioning of the Court, as mandated in terms of Office Order dated April 04, 2020 issued by this Court.
3. Application is disposed of.

**CM No.12068/2020 (Exemption)**

Allowed, subject to all just exceptions.

**W.P.(C) 3396/2020 & CM No. 12067/2020 (Stay)**

1. This petition has been filed by the petitioner challenging the Termination Notices dated 07.02.2020 and 15.05.2020 issued by the respondent no.1 to the petitioner.
2. The learned counsel for the petitioner submits that the default was on part of the respondent no.1 in providing requisite drawings and other requirements under the contract and therefore, the termination of the contract is invalid. She further submits that various representations of the petitioner have gone unanswered by the respondent no.1.
3. Relying upon Clause 36 of the Special Conditions of Contract (SCC), she submits that the petitioner had invoked the said Clause by its letter dated 02.03.2020, which also has remained unanswered by the respondent no.1.
4. I have considered the submissions made by the learned counsel for the petitioner.
5. The question as to whether the default can be attributed to the respondent no.1 would be a question of fact, which cannot be determined by this Court in exercise of its powers under Article 226 of the Constitution of India. The petitioner must necessarily be relegated to its contractual remedies for the same. The petitioner shall be entitled to agitate all its rights and contentions in an appropriate proceeding and in accordance with law.
6. At the same time, the respondent no.1 does not seem to have followed the mandate of Clause 36 of the Special Conditions of Contract for resolution of disputes.
7. The learned counsel for the respondent no.1 submits that the

respondent no.1 would expeditiously carry out the said process.

8. In view of the above, the present petition is disposed of directing the respondent no.1 to initiate the process of Clause 36 of the Special Conditions of Contract within a period of one week from today. There shall be no order as to costs.

**NAVIN CHAWLA, J**

**JUNE 09, 2020**  
**RN**