

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

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CWP-2511-2020 (O&M)
Date of decision: 04.09.2023

M/S AVVAS INFOTECH PVT. LTD.

.....Petitioners

VERSUS

NATIONAL INSTITUTE OF ELECTRONICS AND
INFORMATION TECHNOLOGY

.....Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present:- Mr. Kanwaljit Singh , Sr. Advocate with
Mr. Harsh Aggarwal, Advocate
for the petitioner.

Mr. Shobit Phutela, Advocate
for respondent No. 1.

VINOD S. BHARDWAJ, J. (Oral)

Challenge in the present petition is to the letter dated 26.11.2019 issued by the respondent whereby the tripartite memorandum of compromise signed on 19.02.2018 and placed before the Court of the Hon'ble XXIV, Additional Chief Judge, City Civil Court, (Commercial) at Hyderabad executed between the petitioner M/s Mphasis Limited and NIELIT, Chandigarh were conveyed to be withdrawn under the legal provisions.

Counsel for the respondent has informed that vide order dated 02.09.2021, they were required to obtain instructions as to whether the complete amount of Rs. 11.02 crores approximately which was received by the respondents from the Registrar General of India i.e. the final consumer of the data digitized by the petitioner and that only a

sum of Rs. 6.01 crores approximately had been released to the petitioner.

Counsel for the parties are *ad idem* that the above said amount of Rs. 6.01 crores against the demand of Rs. 11.02 crores approximately stands released. It is submitted by the counsel for the respondent that the petitioner had furnished an undertaking/affidavit according to his satisfaction for the release of the aforesaid amount. The case of the petitioner on the other hand is that the above said undertaking/affidavit had been furnished under compelling circumstances and on account of economic coercion since the entire payment of the petitioner had been withheld.

Hence, the respondents exercised undue influence in securing the aforesaid affidavit.

The Counsel fairly concede that there is an arbitration clause and the issue involved would be a disputed question of fact which cannot be gone into by this Court in a writ jurisdiction

The present petition is accordingly disposed of at this stage since it has disputed questions of fact. The parties shall, however, be at liberty to take recourse to the alternative remedies as provided under the contract/statute.

All the pending miscellaneous application(s), if any, are also disposed of.

(VINOD S. BHARDWAJ)
JUDGE

SEPTEMBER 04, 2023

Vishal sharma

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No