



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

Date of decision: 03rd NOVEMBER, 2023

IN THE MATTER OF:

+ **W.P.(C) 8099/2020**

MR KUNAAL PRASAD

..... Petitioner

Through: Mr. J. Sai Deepak, Mr. Md. Ehraz
Zafal, Mr. R. Abhishek and Mr.
Avinash Sharma, Advs.

versus

UNION OF INDIA MINISTRY OF PLANNING & ANR.

..... Respondents

Through: Mr. Jaswinder Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. Petitioner has approached this Court with the following prayers:

“a. Issue writ of mandamus directing the respondents to release the remaining prize money in the sum of Rs. 85,00,000/- to the Petitioner being the Winner of "First Grand Prize" in the "Global Mobility Hackathon: Move-Hack, 2018" organized by Respondent No. 2;

b. Issue writ of mandamus directing the respondents to pay interest on the said remaining prize money of Rs. 85,00,000/- to the Petitioner at the rate this Hon'ble Court deems fit and proper;

c. Award the cost of the present proceedings; and/or

d. Issue any other order, direction or writ as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case in favour of the Petitioner and against the respondents.”



2. It is pertinent to mention that an application for amending the prayers of the Writ Petition was filed which was allowed by this Court and the amended prayers are as under:

“a. Issue a writ of Mandamus directing the respondents to adhere to any comply with the terms and conditions of Global Mobility Hackathon: Move-Hack, 2018 (“Hackathon”) published on the website of the Respondent No.2.

b. Issue writ of mandamus directing the respondents to release the remaining prize money in the sum of Rs. 85,00,000/- to the Petitioner being the Winner of "First Grand Prize" in the "Global Mobility Hackathon: Move-Hack, 2018" organized by Respondent No. 2;

c. Issue writ of mandamus directing the respondents to pay interest on the said remaining prize money of Rs. 85,00,000/- to the Petitioner at the rate this Hon'ble Court deems fit and proper;

d. Award the cost of the present proceedings; and/or

e. Issue any other order, direction or writ as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case in favour of the Petitioner and against the respondents.”

3. It is the case of the Petitioner that in the month of July, 2018, Respondent No.2 made an announcement on its website that it will organize the Global Mobility Hackathon: Move Hack, 2018 (*hereinafter referred to as ‘the Hackathon’*) and invited registrations for the same from eligible participants. It is stated that terms and conditions were also issued by



Respondent No.2 to the participants for participating in the Hackathon.

Relevant portions of the terms and conditions reads as under:

“1. GENERAL

By registering for the Global Mobility Hackathon: MOVE HACK 2018 ("Hackathon"), participating or attempting to participate in the Hackathon and/or using the Hackathon site ("Site"), you ("you") are agreeing to these Terms and Conditions. These Terms and Conditions are a legally binding agreement between you and NITI Aayog ("NITI") with respect to the Hackathon. NITI shall have the right to modify these Terms and Conditions at any time, which modification shall be effective immediately. Accordingly, NITI suggests that you check this page periodically. To make your periodic review more convenient, NITI will post a date at the bottom of this page.

3. ELIGIBILITY

Each individual who participates in the Hackathon ("Participant"), must:

be 18 years of age or older as of 1st August 2018, and be legally capable to enter into a contract; either submit as an individual or be a part of team not exceeding 5 (five) Participants

8. AWARDS

The Top 10 selected entries will qualify for a cash reward of INR 10 Lakh each, of these 3 entries may qualify for a higher award of INR 1 Crore, INR 50 lakhs, INR 25 lakhs in the event that their entries are adjudged to be of exceptional quality.



10. LIABILITY RELEASE AND INDEMNIFICATION

NITI shall not be liable for any direct, incidental, indirect, special or consequential damages or loss in connection with, arising out of, or relating in any way to the Hackathon, the Participant's participation in the Hackathon or these Terms and Conditions, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not NITI has been advised of the possibility of such loss or damage.

The Participant hereby releases and agrees to indemnify NITI and its officers, directors, employees, representatives, successors and assignees from and against any claims, losses, damages, liabilities and expenses (including attorneys' and other professionals' fees) incurred by NITI in connection with, arising out of or relating in any way to the Hackathon and/or these Terms and Conditions, including without limitation (i) bodily injury to or death of any person, or damage to or loss of any property caused by negligent or wilful acts or omissions; (ii) failure to comply with any of the Hackathon rules and conditions, (ii) claim of infringement of any patent, copyright, trademark or other proprietary or intellectual property rights of any third party; (iv) misuse by you of NITI materials; (v) violation of any applicable laws; (vi) any misrepresentation made under the Hackathon rules and conditions or otherwise to NITI; (vii) the receipt, use or redemption of any prize or the inability to receive, use or redeem any prize; (viii) any printing or typographical errors in any materials associated with the Hackathon that may impair the ability to participate in the Hackathon, (ix) technical errors that may prevent the ability to participate in the



Hackathon: (x) Errors in the administration of the Hackathon; or (xi) any condition caused by events beyond NITT's control that may cause the Hackathon to be disrupted or corrupted or (xii) sicknesses due to ingestion of food to which the Participant is allergic/intolerant.

10.1 Publicity

The Participant acknowledges that during the Hackathon, pictures and/or video could be taken or recorded and expressly grants to NITI the use of such information in the context of campaign advertising/visibility of the Event, both inside company and outside, through web sites, app and social media. It is understood that NITI will use such information in compliance with decorum and for the only purpose hereinabove.

10.2 Privacy

By participating in the Hackathon, the Participant agrees on the use of their personal data, including but not limited to the name, the gender, the address, the phone number and e-mail address (hereinafter the "Personal Data"), provided during the Hackathon application that could be used during the Hackathon. The Participant also agrees on the communication of their Personal Data to third parties or service suppliers for the purpose of the Hackathon. In the event that the Participant provides information or Personal Data on third party websites, connected to the Hackathon, such information and Personal Data could be used by such third parties in compliance with their Privacy Policy”



4. Clause 13 of the terms and conditions of the Hackathon provides that the Courts and Tribunals of Delhi will have the jurisdiction to adjudicate upon any kind of dispute relating to the Hackathon.

5. Facts of the present Writ Petition reveal that the Petitioner stood first in the Hackathon and, according to the Petitioner, he was entitled to the prize money of Rs.1 crore and instead of Rs.1 crore the Petitioner has been given only a sum of Rs.25 lakhs and the money has been paid to him after deducting the TDS.

6. Learned Counsel for the Petitioner contends that the parties are covered by the terms and conditions of the Hackathon which is like a contract and the contract is legally binding on the Petitioner and Respondent No.2 herein. The case of the Petitioner is that the Petitioner was one among the top ten participants in the Hackathon and accordingly he was entitled to Rs.10 lakhs and further since he was adjudicated as the winner of the Hackathon he was entitled to the Grand Prize Money of Rs.1 crore. It is further stated that the Petitioner was not informed that he has stood first but on a query made through the RTI portal it was disclosed that the Petitioner has stood first.

7. *Per contra*, learned Counsel for the Respondents contends that since the case of the Petitioner is that his claim arises from a contract, a writ, being an extraordinary jurisdiction, is not maintainable and the correct remedy for the Petitioner would be to approach the Civil Court for redressal of his grievances. Learned Counsel for the Respondents places reliance on Clause 8 of the Terms and Conditions of the Hackathon which states that Top 10 selected entries will qualify for a cash reward of Rs.10 Lakh each and of these 10 entries, 3 entries may qualify for a higher award of Rs.1 Crore,



Rs.50 lakhs and Rs.25 lakhs respectively, in the event that their entries are adjudged to be of exceptional quality. He states that since the entry was among the top ten entries, he was entitled to a cash reward of Rs.10 Lakh. He states that top 10 entries were to be adjudged by a super jury for identification of top three winners and to adjudge if those three entries are of exceptional quality or not. He states that the entry of the Petitioner and other top nine participants were put before the super jury. The super jury did not find any of the entry to be of exceptional quality and the Respondents took a decision to recommend prize money of Rs.15 lakhs, Rs.10 lakhs and Rs.5 lakhs respectively to the top three entries over and above Rs.10 lakhs which was awarded to each of the top ten entries as an incentive. The Petitioner was accordingly awarded a sum of Rs.22.5 lakhs (Rs.25 Lakhs less the TDS amount). He states that the claim of the Petitioner that Rs.85 lakhs is due and payable to him is not sustainable.

8. Heard the Counsels for the parties and perused the material on record.
9. It is well settled that a Writ Petition against the State arising out of contractual matters is maintainable. However, it is also equally well settled that for adjudication of disputed questions of facts a Civil Suit is the correct remedy and a Writ Petition can never be a substitute to a Civil Suit in all cases. Writ Courts only entertain Writ Petitions when the facts are admitted and where there is no dispute over the facts or when the decision taken by the State instrumentalities cannot be accepted by any reasonable and prudent person and the said decision is completely arbitrary. In Kerala SEB v. Kurien E. Kalathil, (2000) 6 SCC 293, the Apex Court has held as under:

“10. We find that there is a merit in the first contention of Mr Raval. Learned counsel has rightly questioned the maintainability of the writ petition. The interpretation



and implementation of a clause in a contract cannot be the subject-matter of a writ petition. Whether the contract envisages actual payment or not is a question of construction of contract. If a term of a contract is violated, ordinarily the remedy is not the writ petition under Article 226. We are also unable to agree with the observations of the High Court that the contractor was seeking enforcement of a statutory contract. A contract would not become statutory simply because it is for construction of a public utility and it has been awarded by a statutory body. We are also unable to agree with the observation of the High Court that since the obligations imposed by the contract on the contracting parties come within the purview of the Contract Act, that would not make the contract statutory. Clearly, the High Court fell into an error in coming to the conclusion that the contract in question was statutory in nature.

11. A statute may expressly or impliedly confer power on a statutory body to enter into contracts in order to enable it to discharge its functions. Dispute arising out of the terms of such contracts or alleged breaches have to be settled by the ordinary principles of law of contract. The fact that one of the parties to the agreement is a statutory or public body will not by itself affect the principles to be applied. The disputes about the meaning of a covenant in a contract or its enforceability have to be determined according to the usual principles of the Contract Act. Every act of a statutory body need not necessarily involve an exercise of statutory power. Statutory bodies, like private parties, have power to contract or deal with property. Such activities may not raise any issue of public law. In the present case, it has not been shown how the contract is statutory. The contract between the parties is in the realm of private law. It is not a statutory contract. The disputes relating to interpretation of the terms and conditions of such a contract could not have been agitated in a petition under Article 226 of the Constitution of India. That is a matter for adjudication by



a civil court or in arbitration if provided for in the contract. Whether any amount is due and if so, how much and refusal of the appellant to pay it is justified or not, are not the matters which could have been agitated and decided in a writ petition. The contractor should have relegated to other remedies.”

10. In the present case the question that arises is over the interpretation of the contract, if any, between the parties and the correctness of the decision taken by the Respondent No.2 in awarding Rs.15 lakhs to the Petitioner instead of Rs.1 Crore, as per the Petitioner and, this Court should entertain the dispute under Article 226 of the Constitution of India.

11. Undoubtedly, the Petitioner herein participated in the Hackathon organized by the Respondent No.2 herein. Clause 8 of the terms and conditions of the Hackathon stipulates that Top 10 selected entries will qualify for a cash reward of Rs.10 Lakh each and of these 10 entries, 3 entries may qualify for a higher award of Rs.1 Crore, Rs.50 lakhs and Rs.25 lakhs respectively, in the event that their entries are adjudged to be of exceptional quality. The case of the Respondents is that it is not as if the top three out of the top ten entries would get a higher award of Rs.1 Crore, Rs.50 lakhs and Rs.25 lakhs respectively. The stand of the Respondents is that the said prize was to be given depending upon the ranking of the participants. It is well settled that the author of the document is the best person to explain what the document means. The Apex Court in Agmatel India (P) Ltd. v. Resoursys Telecom, (2022) 5 SCC 362, after relying on a number of judgments on the interpretation of a document has held as under:

“24. The scope of judicial review in contractual matters, and particularly in relation to the process of interpretation of tender document, has been the subject-matter of discussion in various decisions of this Court.



We need not multiply the authorities on the subject, as suffice it would be refer to the three-Judge Bench decision of this Court in Galaxy Transport Agencies [Galaxy Transport Agencies v. New J.K. Roadways, Fleet Owners & Transport Contractors, (2021) 16 SCC 808 : 2020 SCC OnLine SC 1035] wherein, among others, the said decision in Afcons Infrastructure [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818] has also been considered; and this Court has disapproved the interference by the High Court in the interpretation by the tender inviting authority of the eligibility term relating to the category of vehicles required to be held by the bidders, in the tender floated for supply of vehicles for the carriage of troops and equipment.

25. This Court referred to various decisions on the subject and stated the legal principles as follows : (Galaxy Transport Agencies case [Galaxy Transport Agencies v. New J.K. Roadways, Fleet Owners & Transport Contractors, (2021) 16 SCC 808 : 2020 SCC OnLine SC 1035] , SCC paras 14-20)

“14. In a series of judgments, this Court has held that the authority that authors the tender document is the best person to understand and appreciate its requirements, and thus, its interpretation should not be second-guessed by a court in judicial review proceedings. In Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd. [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818] , this Court held : (SCC p. 825, para 15)

‘15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The



constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.'

15. In the judgment in Bharat Coking Coal Ltd. v. AMR Dev Prabha [Bharat Coking Coal Ltd. v. AMR Dev Prabha, (2020) 16 SCC 759] , under the heading "Deference to authority's interpretation", this Court stated : (SCC p. 776, paras 50-52)

'50. Lastly, we deem it necessary to deal with another fundamental problem. It is obvious that Respondent 1 seeks to only enforce terms of NIT. Inherent in such exercise is interpretation of contractual terms. However, it must be noted that judicial interpretation of contracts in the sphere of commerce stands on a distinct footing than while interpreting statutes.

51. In the present facts, it is clear that BCCL and CI-India have laid recourse to clauses of NIT, whether it be to justify condonation of delay of Respondent 6 in submitting performance bank guarantees or their decision to resume auction on grounds of technical failure. BCCL having authored these documents, is better placed to appreciate their requirements and interpret



them. [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818]

52. The High Court ought to have deferred to this understanding, unless it was patently perverse or mala fide. Given how BCCL's interpretation of these clauses was plausible and not absurd, solely differences in opinion of contractual interpretation ought not to have been grounds for the High Court to come to a finding that the appellant committed illegality.'

16. Further, in the recent judgment in Silppi Constructions Contractors v. Union of India [Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489] , this Court held as follows : (SCC pp. 501-02, para 20)

*'20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the state instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. **If two interpretations are possible then the interpretation of the author must be***



accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.'

17. In accordance with these judgments and noting that the interpretation of the tendering authority in this case cannot be said to be a perverse one, the Division Bench ought not to have interfered with it by giving its own interpretation and not giving proper credence to the word "both" appearing in Condition No. 31 of the NIT For this reason, the Division Bench's conclusion [New JK Roadways v. State (UT of J&K), 2020 SCC OnLine J&K 733] that JK Roadways was wrongly declared to be ineligible, is set aside.

18. Insofar as Condition No. 27 of the NIT prescribing work experience of at least 5 years of not less than the value of Rs 2 crores is concerned, suffice it to say that the expert body, being the Tender Opening Committee, consisting of four members, clearly found that this eligibility condition had been satisfied by the appellant before us. Without therefore going into the assessment of the documents that have been supplied to this Court, it is well settled that unless arbitrariness or mala fide on the part of the tendering authority is alleged, the expert evaluation of a particular tender, particularly when it comes to technical evaluation, is not to be second-guessed by a writ court. Thus, in Jagdish Mandal v. State of Orissa [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] , this Court noted : (SCC pp. 531-32, para 22)

'22. Judicial review of administrative action is intended to prevent arbitrariness,



irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:



(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;

or

Whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached";

(ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action.'

19. Similarly, in Montecarlo Ltd. v. NTPC Ltd. [Montecarlo Ltd. v. NTPC Ltd., (2016) 15 SCC 272] , this Court stated as follows : (SCC p. 288, para 26)

'26. We respectfully concur with the aforesaid statement of law. We have reasons to do so. In the present scenario, tenders are floated and offers are invited for highly complex technical subjects. It requires understanding and appreciation of the nature of work and the purpose it is going to serve. It is common knowledge in the



competitive commercial field that technical bids pursuant to the notice inviting tenders are scrutinised by the technical experts and sometimes third-party assistance from those unconnected with the owner's organisation is taken. This ensures objectivity. Bidder's expertise and technical capability and capacity must be assessed by the experts. In the matters of financial assessment, consultants are appointed. It is because to check and ascertain that technical ability and the financial feasibility have sanguinity and are workable and realistic. There is a multi-prong complex approach; highly technical in nature. The tenders where public largesse is put to auction stand on a different compartment. Tender with which we are concerned, is not comparable to any scheme for allotment. This arena which we have referred requires technical expertise. Parameters applied are different. Its aim is to achieve high degree of perfection in execution and adherence to the time schedule. But, that does not mean, these tenders will escape scrutiny of judicial review. Exercise of power of judicial review would be called for if the approach is arbitrary or mala fide or procedure adopted is meant to favour one. The decision-making process should clearly show that the said maladies are kept at bay. But where a decision is taken that is manifestly in consonance with the language of the tender document or subserves the purpose for which the tender is floated, the Court should follow the principle of restraint. Technical evaluation or comparison by the Court would be impermissible. The principle that is applied to scan and understand an



ordinary instrument relatable to contract in other spheres has to be treated differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills. The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints.'

20. This being the case, we are unable to fathom how the Division Bench, on its own appraisal, arrived at the conclusion that the appellant held work experience of only 1 year, substituting the appraisal of the expert four-member Tender Opening Committee with its own."

*26. The abovementioned statements of law make it amply clear that **the author of the tender document is taken to be the best person to understand and appreciate its requirements**; and if its interpretation is manifestly in consonance with the language of the tender document or subserving the purchase of the tender, the Court would prefer to keep restraint. Further to that, the technical evaluation or comparison by the Court is impermissible; and even if the interpretation given to the tender document by the person inviting offers is not as such acceptable to the constitutional court, that, by itself, would not be a reason for interfering with the interpretation given.*

36. The same aspects apply to the observations regarding "contra proferentem rule" as referred by the High Court with reference to United India Insurance [United India Insurance Co. Ltd. v. Orient Treasures (P) Ltd., (2016) 3 SCC 49 : (2016) 2 SCC (Civ) 14] . The said rule was referred by this Court while not accepting the argument made on behalf of the insured and while observing that the said rule had no application, when the language of



*the relevant clauses was plain, clear and unambiguous. We may, however, observe that even from the extracted part of the principles related with the “contra proferentem rule”, as reproduced by this Court from the Halsbury's Laws of England, it is clear that the said rule was applied in the case of ambiguity in the insurance policy because the policies are made by the insurer and its ambiguity cannot be allowed to operate against the insured. This rule, in our view, cannot be applied to lay down that in case of any ambiguity in a tender document, it has to be construed in favour of a particular person who projects a particular viewpoint. The obvious inapplicability of this doctrine to the eligibility conditions in a notice inviting tender could be visualised from a simple fact that in case of ambiguity, if two different tenderers suggest two different interpretations, the question would always remain as to which of the two interpretation is to be accepted? Obviously, to avoid such unworkable scenarios, **the principle is that the author of the tender document is the best person to interpret its documents and requirements. The only requirement of law, for such process of decision-making by the tender inviting authority, is that it should not be suffering from illegality, irrationality, mala fides, perversity, or procedural impropriety.** No such case being made out, the decision of the tender inviting authority (NVS) in the present case was not required to be interfered with on the reasoning that according to the writ court, the product “smartphone” ought to be taken as being of similar category as the product “Tablet”. ” (emphasis supplied)*

12. It cannot be said that the contention raised by the Respondents is so perverse that this Court must interfere. As stated above, the Petitioner herein participated in the Hackathon organized by the Respondent No.2 herein and as per the Terms and Conditions of the Hackathon, Top 10 selected entries



were to qualify for a cash reward of Rs.10 Lakh each and it is stated that out of these 10 entries, 3 entries ‘may’ qualify for a higher award of Rs.1 Crore, Rs.50 lakhs and Rs.25 lakhs respectively, in the event that their entries are adjudged to be of ‘*exceptional quality*’. It is not as if the top three entries out of the top ten entries would get a higher award of Rs.1 Crore, Rs.50 lakhs and Rs.25 lakhs respectively. The discretion to adjudge the top three entries with ‘*exceptional quality*’ was with the Super Jury. It is on the recommendation of the Super Jury only that the prize money of Rs.15 lakhs, Rs.10 lakhs and Rs.5 lakhs respectively was given to the top three entries over and above Rs.10 lakhs which was awarded to each of the top ten entries. The decision of the Respondents in awarding Rs.15 lakhs to the Petitioner over and above Rs.10 lakhs for encouraging him as the Super Jury did not find any of the entries having ‘*exceptional quality*’ which would entitle them a sum of Rs.1 Crore, Rs.50 Lakhs and Rs.25 Lakhs respectively, requires no interference.

13. Accordingly, the Writ Petition is dismissed. Pending applications, if any, also stands dismissed.

14. Needless to state that it is always open for the Petitioner to approach the Civil Court by filing an appropriate application for establishing the existence of a contract between the parties and for adjudication thereof.

15. Needless to state that in case the Petitioner chooses to file a Civil Suit, the benefit of Section 14 of the Limitation Act would come in aid of the Petitioner while calculating the period of limitation.

SUBRAMONIUM PRASAD, J

NOVEMBER 03, 2023

Rahul