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

\+ W.P.(C) 2091/2024 & CM APPL. 8691/2024

RISHIRAJ SINGH .....Petitioner

Through: Mr. Amaya, Advocate.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA THROUGH ITS CHAIRMAN & ORS. .....Respondents

Through: *Appearance not given.*

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **30.07.2024**

1. The Petitioner in the present case is operating Bhagalpur Fee Plaza [1] located on NH-80 in Bihar, as per a contract agreement dated 17th, November 2023 concluded with Respondent No. 1. Due to severe losses faced by the Petitioner, he requested the Respondent No. 2 to handover the toll plaza to a new agency within 60 days, in accordance with the terms of the contract. Despite having been found a new contractor, the Respondent No. 4 has issued a letter dated 29th January, 2024, instructing the Petitioner to continue toll collection until a new agency is appointed. In such circumstances following prayers are sought:

> *"i. Issue a writ of mandamus or any other appropriate writ, order or direction thereby directing Respondents to take handover of the "Bhagalpur fee plaza located at km 137.300 in the section of Lodipur Kala to Jichho (Km. 124.275 to Km. 140.850 of NH-80)*

[1] "toll plaza"

on NH-80 in state of Bihar along with toilet blocks" from the Petitioner or to handover the fee plaza to new agency as the maximum time period of 60 days got completed on 31.01.2024 and without any valid reason the Respondents are not adhering to the contractual provisions or on the alternative only to collect the actual user fee collected after deducting the manpower cost till the fee plaza is not handed over or taken from the Petitioner.;

ii. Issue a writ order, or direction in the nature of certiorari, thereby quashing issuance of the letter dated 29.01.2024 bearing no. 123032 dated 29.01.2024 issued by the Respondent No.4 directing Petitioner to continue the user fee collection at Bhagalpur Fee Plaza as per terms of Contract Agreement dated 17.11.2023 till new agency is not appointed for Bhagalpur Fee Plaza;

iii. Issue a writ order, or direction in the nature of mandamus, directing the Respondents to compensate the Petitioner for the losses suffered due to shortfall in collection of tolls at the user fee plaza by allowing the petitioner to deposit the toll collected on an actual daily collection basis starting 07.01.2024 till the handing over of the user fee plaza and by directing the respondents to reimburse the expenditure incurred on manpower charges by the petitioner as the reason for delay in handing over the fee plaza is due to the Respondents and not attributable to the Petitioner."

2. During the pendency of the proceedings, on 28th February, 2024, the toll plaza in question was handed over to a subsequent contractor. Thus, the counsel for Petitioner acknowledges that prayer (i) stands redressed. He, however, argues that continuing toll collection beyond the contracted period without a valid extension or renewal of the contract, is a breach of the terms agreed upon. As a result, Petitioner has incurred losses due to the continued operation of the toll plaza, including manpower costs, which they argue, should be reimbursed by the Respondents. He further states that the Respondents have unlawfully deducted monies from the security deposit. Accordingly, he presses for award of compensation for the losses suffered because of delay on the part of the Respondents and presses prayer (iii)

above.

3. *Per contra,* Counsel for Respondents contends that with the primary relief regarding the handover of the toll plaza having been addressed, the remaining issues, particularly those concerning financial claims and deductions from the security deposit, fall outside the scope of this writ petition. He asserts that all actions, including the deductions and the timeline of the handover, were in compliance with the contractual terms. Moreover, the question of alleged losses would entail determination of disputed question of facts, which cannot be undertaken in the present proceedings.

4. The Court has noted the facts and contentions of the parties.

5. Admittedly, the primary relief sought by the Petitioner, involving the handover of the toll plaza, has been addressed with the transfer of operations to a new contractor as of 28th February, 2024. Consequently, prayer (i) has been satisfied, and the circumstances rendering prayer (ii) moot are evident, as there no longer exists an operational basis for the Petitioner's continuation at the toll plaza. Regarding prayer (iii) which concerns Petitioner's claims for compensation due to alleged financial losses, the Court acknowledges the complexities inherent in adjudicating such claims. The assertions made by the Petitioner about financial mismanagement and wrongful deductions involve disputed facts and figures that necessitate a thorough examination. Resolving these disputes satisfactorily would require recording of oral evidence, including the examination of financial documents, contractual agreements, which are beyond the procedural purview of a Court exercising writ jurisdiction.

6. It is well settled that the jurisdiction of the Court under Article 226 of the Constitution cannot be invoked in purely contractual disputes. Such

remedies can only be availed when the issue has some public law character attached to it. In seriously contested questions of facts having complex nature and requiring oral examination, are not to be entertained.[2] Therefore, determination of complex financial obligations, in the present proceedings is not feasible. Thus, considering the detailed nature of claims, a Civil Court would be best suited for the resolution of the Petitioner's claims under clause (iii) above.

7. In light of the above, Petitioner may seek recourse in the Civil Court where a full-fledged trial can be conducted to adjudicate the claims of financial losses. Thus, this Court refrains from entertaining the instant petition, and it is hereby dismissed with the liberty granted to the Petitioner to approach the Civil Court.

8. The present petition along with pending applications, is disposed of.

SANJEEV NARULA, J

JULY 30, 2024
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[2] See also: ***Joshi Technologies International Inc. v. Union of India***, (2015) 7 SCC 728