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

+ **W.P.(C) 3644/2021 & CM APPLs. 18090/2022, 20194/2024**

**M/S PEASFILL SERVOCES**

..... Petitioner

Through: Mr. Satpal Singh, Advocate.

versus

**ONGC VIDESH LIMITED & ANR.**

..... Respondents

Through: Mr. Sriharsha Peechara, Ms. Harshita Gupta, Mr. Akshat Kulshreshtha and Mr. Shubham Mishra, Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**04.04.2024**

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

*“a) pass an order, direction or writ in the nature of certiorari, quashing the impugned order dated February 2021 being official order No. OVL/DLH/HR-Contracts/7A/Peasfill/3212 passed by the Respondent i.e. ONGC Videsh limited, through its Manager(S)-HR Contracts, whereby a very huge dues amounting of Rs.6073952/- (Rupees Sixty Lac Seventy Three Thousand Nine Hundred Fifty Two Only) approx. of the Petitioner-Establishment, has been withheld, arbitrarily and illegally without any basis;*

*b) pass an order, direction or writ in the nature of mandamus, directing the respondent to make the payment of all outstanding bills/dues of the service having been rendered by the petitioner- establishment during the contractual period;*



*c) further pass a direction to the respondent- authority to furnish all details of the amount of outstanding bills/dues of the petitioner- establishment;*

*d) pass any other or further order/direction, which this Hon'ble Court may just deem fit and proper in the above facts and circumstances of the case, in favour of the petitioner and against the respondents.”*

2. Facts of the case reveal that the Petitioner was engaged by the Respondent herein to provide manpower for reception and dak services to the Respondent for a period of two years w.e.f 01.10.2013 to 30.09.2015. It is stated that when the Petitioner requested the Respondent to release the amount due and payable to the Respondent for the services rendered by it. The Respondent rejected the claim of the Petitioner herein for the reason that the Petitioner has not cleared the ESIC and EPFO dues amounting to Rs.16,79,153/- and Rs.13,29,170/- respectively. As per the petition, the Petitioner has paid the dues towards ESIC and EPFO. However, even after clearing the dues, the claim of the Petitioner has been rejected by the Respondent for want of No Dues Certificates from ESIC and EPFO.

3. A perusal of the material on record indicates that the present Writ Petition is nothing but a suit for recovery of money.

4. In view of the fact that disputed questions of facts arise in this petition, this Court is not inclined to exercise its jurisdiction under Article 226 of the Constitution of India.

5. It is open for the Petitioner to seek appropriate remedy in accordance with law.

6. It is made clear that this Court has not expressed its opinion on the merits of the case and the rights and contentions of both the parties are left



open.

7. It is also made clear that if and when the Petitioner approaches the competent Court by filing a suit for recovery, benefit of Section 14 of the Limitation Act will be given to the Petitioner while computing the period of limitation.

8. With these directions, the Writ Petition is disposed of along with the pending applications, if any.

**SUBRAMONIUM PRASAD, J**

**APRIL 4, 2024**

*Rahul*