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

\+ W.P.(C) 4109/2024 & C.M.No.16736/2024

MS TRIBUS SECURITY SOLUTION GROUP TSSG .....Petitioner

Through: Mr.Sameer Choudhary, Advocate.

versus

JAG PRAVESH CHANDRA HOSPITAL & ANR. .....Respondents

Through: Mr.Jawahar Raja, ASC, GNCTD.

CORAM:
HON'BLE THE ACTING CHIEF JUSTICE
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

% **01.08.2024**

1. Present writ petition has been filed challenging the Bid Document dated 29th January, 2024 issued by Respondent No.1 for engagement of sixty healthcare sanitation workers. The Petitioner further seeks issuance of directions to the Respondent No.1 to withdraw the Termination Letter dated 15th February, 2024 issued to the Petitioner.

2. In the writ petition, it has been averred that the earlier tender dated 10th June, 2023 floated by the Respondent No.1 for engagement of sixty healthcare sanitation workers was duly awarded to the Petitioner and a formal service contract denoted as Contract (Service Level Agreement) was executed on 09th August, 2023 for a duration of two years commencing 14th August, 2023 to 13th August, 2025.

3. It has also been averred in the writ petition that contractual value amounted to Rs.2,69,79,440.74/- inclusive of GST. It has been averred that despite responsibility of Respondent No.1 to pay the applicable GST as per the mandate of the GST Act, the Respondent No.1 erroneously omitted the inclusion of GST, due to which, the Petitioner was forced to pay the

quantum of GST applicable on its invoices on behalf of Respondent No.1, from its own funds.

4. In the internal communication of Respondent No.1 vis-à-vis the GST issue raised by the Petitioner, it has been acknowledged that Respondent No1 erroneously (i) failed to calculate the GST component in the final contract value, and (ii) opted for GST being inclusive, instead of being exclusive in the contract.

5. In the writ petition, it has further been averred that instead of rectifying the error, the Respondent No.1 unilaterally terminated the aforementioned contract with the Petitioner for no justifiable reason attributable to the Petitioner.

6. During the course of first hearing, the Petitioner upon the suggestion of the Court and in order to curtail litigation had agreed to drop prayer (a) and instead press prayer (b) for reimbursement of the outstanding GST for the relevant months beginning August 2023.

7. Today learned counsel for the respondents states that the GST amount paid by the Petitioner for the period August 2023 to March 2024 shall be reimbursed to the Petitioner within four weeks.

8. The statement made by learned counsel for the respondents is accepted by this Court and the respondents are held bound by the same.

9. Accordingly, the present writ petition along with the application stands disposed of.

ACTING CHIEF JUSTICE

TUSHAR RAO GEDELA, J

AUGUST 1, 2024/KA