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

+ **W.P.(C) 8025/2023**

INDIRA GANDHI COMPUTER SHAKSHARTA MISSION

.....Petitioner

Through: None.

versus

UNION OF INDIA & ORS.

.....Respondent

Through: Mr. Mohan Shyam, SPC for R-1.
Mr. Anuj Aggarwal, Mr. Yash
Upadhyay and Mr. Siddhant Dutt,
Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
29.11.2024

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1. The instant writ petition was first listed for consideration on 1st June, 2023. Since then, the matter has been adjourned multiple times without notice being issued to the Respondents. There has been no appearance on behalf of the Petitioner on several occasions, including 10th July, 2024, 28th October, 2024, and even today. Nonetheless, with the able assistance of Mr. Anuj Aggarwal, ASC for Respondent No. 2 – GNCTD and Mr. Mohan Shyam, SPC for Respondent No. 1 – Union of India, the Court has perused the documents on record to adjudicate the matter.

2. The Petitioner asserts that they were empanelled as a Vocational Training Provider¹ under the Modular Employable Skills² framed by

¹ “VTP”



Respondent No. 2 under the Skill Development Initiative of the Government of India, Ministry of Labour and Employment. For this purpose, a Memorandum of Understanding dated 02nd June, 2015, was also executed between the centre for vocational studies - Aliah University and the Petitioner (VTP).

3. The grievance of the Petitioner pertains to alleged outstanding payments, claimed to be due from Respondent No. 2 – GNCTD. In this regard, Mr. Anuj Aggarwal, ASC for Respondent No. 2 points out that similar grievances were raised by the Petitioner in W.P.(C) 9365/2019, which were considered by the Court *vide* order dated 11th October, 2019, in the following terms:

“1. It is the petitioner’s case that it was empanelled as a professional training provider under the ‘Modular Employable Skills’ scheme. This scheme, it appears, has been framed by respondent No. 2 under the Skill Development Initiative of the Government of India, Ministry of Labour and Employment.

2. The petitioner is aggrieved by the fact that there are outstanding payments, which have not been paid by respondent No.2. It is the petitioner’s case that pursuant to legal notices dated 17.12.2018 and 02.02.2019 served on respondent No.2, partial payment amounting to Rs.21,54,802/- was received from respondent No.2. In the present writ petition, the petitioner claims the balance amount along with interest. The amount claimed is a sum of Rs.42,43,575/- along with interest at the rate of 24% per annum till the date of realization towards reimbursement of training imparted by the petitioner.

3. Mr. Rizwan who appears on advance notice says that respondent No.2 is not averse to making the payment provided the deficiencies noticed are cured by the petitioner.

4. Issue notice.

4.1 Mr. Rizwan accepts notice for respondent No.2 (i.e. the contesting respondent) while Mr. Naginder Benipal accepts notice for respondent No.1 and 3.

5. In these circumstances, the writ petition is disposed of with a direction to the petitioner to appear before respondent No.2 (i.e. Director, Department of Training and Teaching Education, Govt. of NCT of Delhi) on

² “MES”



21.10.2019 at 11.00 A.M.

6. At this meeting, the authorized representative of the petitioner would be told if there are any deficiencies obtaining in the training imparted by the petitioner which are required to be cured and the timeframe within which the same should be cured.

7. The petitioner will cure the deficiencies and thereafter respondent No.2 shall deliberate on the claim made by the petitioner before this Court. A written order will be passed by respondent No.2 in that behalf.

8. In case the petitioner is still aggrieved, it will have liberty to assail the same as per law.

9. In case the aforementioned date fixed by the court is not convenient to respondent No.2, he will fix a new date, which will be proximate to the date given by the Court.

10. The entire exercise will be completed by respondent No.2 with due expedition, though not later than eight (8) weeks from today."

4. In compliance with the said order, a meeting was convened between the parties, resulting in a payment of INR 24,49,736/- being made to the Petitioner. Pertinently, at the time of receiving this payment, the Petitioner furnished an undertaking dated 1st January, 2020, unequivocally accepting the payment as full and final settlement for the financial year 2015-16 and undertaking not to pursue any further claims or initiate legal proceedings in this regard. The undertaking reads as follows:

"1. I do hereby state that I am ready and willing to accept the payment for the financial year 2015-16 on pro-rata basis for the period for which biometric attendance is available on the DGT portal login through State ID, concerning to my VTP center.

2. I undertake that I will not make any claim in future (financial year 2015-16), regarding the balance payment for the amount for which biometric attendance could not be recorded/available/discrepancy on DGT portal login through State ID concerning to my VTP center.

3. I also undertake that I will not go to any Court of Law for balance payment (financial year 2015-16) for the amount for which biometric attendance could not be recorded/available/discrepancy on DGT portal login through State ID concerning to my VTP center or regarding any other issue in this regard against Delhi Skills Mission Society OR Department of Training and Technical Education, Delhi.



4. I submit that the said undertaking has been made by me willingly and without any pressure from any quarter.

For Indira Gandhi Computer Shaksharta Mission

*DEPONENT
Authorised Signatory
(Stamp & signature of the VTP)"*

5. The copy of order dated 11th October, 2024 passed in W.P.(C) 9365/2019, as well as the undertaking dated 1st January, 2020 furnished by the Petitioner, submitted across the board by Mr. Aggarwal, are taken on record.

6. Despite the clear terms of the undertaking, the Petitioner has chosen to file the present writ petition, seeking relief on grounds identical to those settled in the earlier proceedings. The Respondents have categorically stated that no further payments are due to the Petitioner beyond what has already been disbursed. Should the Petitioner dispute this position, the appropriate forum for such claims would be a Civil Court of competent jurisdiction. Additionally, they highlight that MoU dated 2nd June, 2015, between the parties explicitly provides for arbitration as a dispute resolution mechanism under Clause 9 which reads as under:

"9. Arbitration and Applicable Laws-

9.1 The parties hereby agree that any controversy, claim or dispute arising in connection with this MoU, and which cannot be resolved amicably shall be referred to the Vice-Chancellor as a sole arbitrator. If however, the decision of the common arbitrator is not acceptable by the VTPs, the matter may be referred to the High court at Calcutta.

9.2 All disputes shall be resolved as per the Government of India/ Government of West Bengal policies and applicable Indian Laws.

9.3 If a case is filed for judicial remedy where the First Deponent is Centre for Vocational Studies (CVS) Aliah University, the case shall be filed in the



respective court in the State Headquarters. ”

7. In the opinion of the Court, the present writ petition is devoid of merit and must fail for more than one reason. The Petitioner’s unequivocal undertaking dated 1st January, 2020, leaves no room for ambiguity. The Petitioner has expressly agreed to accept the payment as full and final settlement for the financial year 2015-16 and has undertaken not to pursue any further claims regarding balance amounts. Such an undertaking, made voluntarily and without coercion, binds the Petitioner and precludes it from re-litigating settled claims. Even if this Court were to overlook the binding nature of the undertaking, the Petitioner’s claims are contractual in nature, concerning alleged outstanding payments. Such disputes, particularly in light of the arbitration clause in the MoU, fall squarely within the domain of private law remedies. The appropriate forum for such claims would be an Arbitral Tribunal or a Civil Court, not the extraordinary jurisdiction of this Court under Article 226 of the Constitution.

8. Dismissed.

SANJEEV NARULA, J

NOVEMBER 29, 2024

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