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

+ LPA 54/2024

MR. KUNAAL PRASAD

..... Appellant

Through: Mr. J. Sai Deepak, Mr. Ehroz Zafar,
Mr. Luv Virmani and Mr. Pranav,
Advocates

versus

UNION OF INDIA & ANR.

..... Respondents

Through: None

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Date of Decision: 18th January, 2024

CORAM:

HON'BLE THE ACTING CHIEF JUSTICE

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T(ORAL)

CM APPL. 2969/2024 (for exemption)

1. Exemption allowed, subject to all just exceptions.
2. Accordingly, the present applications stand disposed of.

LPA 54/2024

1. The present appeal has been filed under Clause X of the Letters Patent Act, 1865 impugning judgment dated 03.11.2023 passed in W.P. (C) 8099/2020 ('writ petition') titled as '**Mr. Kunaal Prasad v. Union of India, Ministry of Planning & Anr.**', whereby the learned Single Judge dismissed the writ petition reserving liberty to the Appellant to file appropriate proceedings before the civil court for adjudication of his claims.

1.1 The Appellant herein filed the writ petition seeking a direction to the Respondents herein to release the remaining prize money of Rs. 85,00,000/- to the Appellant herein for being declared the winner of 'First Grand Prize' in the Global Mobility Hackathon: Move-Hack, 2018' organized by Respondent No. 2.



1.2 The facts of the case as stated by the Appellant are that the Respondent No. 2 organized the 'Global Mobility Hackathon: Move-Hack, 2018' ('Hackathon') between 01.08.2018 to 08.09.2018 at New Delhi. The Appellant along with his team member, namely Ms. Deepti Prasad, participated in the Hackathon and subsequently, they were selected amongst the top 10 winners in the Jury round as per the announcement made on 06.09.2018 and subsequently, were declared the winner of the first position in the Super Jury round.

1.3 It is stated that the Appellant being the winner of the Hackathon was entitled to a total prize money of Rs. 1,10,00,000/- as per the terms and conditions of the Hackathon published by the Respondent No. 2; however, on 09.01.2019, the Appellant received a sum of Rs. 22,50,000/- only (after deducting TDS of Rs. 2,50,000/-) from the Respondent No. 2. It is at this stage the Appellant issued emails dated 09.01.2019 and 10.01.2019 to the Respondent No. 2, stating therein that the Appellant has not received the total amount of Rs. 1,10,00,000/- and further, requested the Respondent No. 2 to release the remaining prize money of Rs. 85,00,000/- to the Appellant; however, the Appellant did not receive any money from the Respondent No. 2. The Appellant claimed the prize money on the basis of the terms and conditions of the Hackathon and more specifically, Clause 8 therein.

1.4 Aggrieved by the actions and malafide intentions of the Respondent No. 2, the Appellant filed the said writ petition.

1.5 The Respondents filed a counter affidavit and opposed the reliefs sought and took a stand that since the Appellant's entry was not adjudged to be of an exceptional quality by the Super Jury, the said entry was held not entitled to the award of Rs. 1 Crore under Clause 8. It was stated that,



however, an amount of Rs. 15 Lakhs was disbursed to the Appellant as an encouragement prize which was over and above the cash reward of Rs. 10 Lakhs awarded to each of the top ten entries.

1.6 The learned Single Judge vide impugned judgment dated 03.11.2023 has dismissed the writ petition after returning a finding that the discretion to adjudge the top three (3) entries with exceptional quality was with the Super Jury; and the decision of the Respondents in awarding Rs. 15 Lakhs to the Petitioner over and above Rs. 10 Lakhs on the recommendation of the Super Jury requires no interference by this Court. The Court accepted the submission of the Respondents that the Super Jury having held that none of the top three (3) entries were of an exceptional quality, there was no contractual obligation of the Respondents to award Rs. 1 Crore to the Appellant.

2. Learned counsel for the Appellant states that the reliefs sought in the writ petition are based on admitted facts between the parties, which fall within the realm of the admitted terms and conditions of the contract and therefore, require no further evidence. He states that it is the contention of the Appellant that no evidence is required to be led for proving the entitlement of the Appellant to receive the highest award of Rs. 1 Crore as per Clause 8 of the terms and conditions of the Hackathon. He states that the Appellant seeks to enforce the terms and conditions in these proceeding on the undisputed facts. He states that the Respondents have arbitrarily decided to grant a sum of Rs. 15 Lakhs as against the promised sum of Rs. 1 Crore despite having adjudged the Appellant's entry as number 1.

3. He states that the Super Jury has no discretion to deviate from Clause 8 of the terms and conditions of the Hackathon, which deals with the



quantum of price money. He states that the Super Jury had limited power to select the eligible top three (3) entries, who would then be entitled to the higher award as per the said Clause 8. He states however, once the selection of top three (3) entries was made, the Super Jury was not entitled to determine the quantum of price money.

4. He states that the Appellant herein has been recognized as the winner for the first position in the competition and consequently, on a conjoint reading of Clauses 6, 7 and 8 of the terms and conditions of the Hackathon, the Appellant became absolutely entitled to receive an award of Rs. 1.10 Crores.

5. He states that the language of the said Clause 8 is unambiguous and is open to a singular interpretation as contended by the Appellant and therefore, this dispute can be decided in the writ petition and the learned Single Judge fell in error in directing the Petitioner to file a civil suit. He relies upon the judgment of the Supreme Court in **ABL International Ltd. and Another v. Export Credit Guarantee Corporation of India Ltd. & Others¹**.

6. This Court has considered the submissions of the learned counsel for the Petitioner and perused the record.

7. It is the submission of the Appellant that there is no evidence required to be led by him in support of his entitlement for the prize money of Rs. 1 Crore on being declared as the 1st position holder. It is contended that the entitlement for the said claim is based on the interpretation of Clause 8 of

¹ (2004) 3 SCC 553



the terms and conditions of the Hackathon. It is the contention of the Appellant that upon being declared as the winner of the first position by the Super Jury, he qualified for the higher award of Rs. 1 Crore and the Super Jury or the Respondents had no discretion in the matter to deny the said award on the grounds mentioned in the counter affidavit.

8. The Appellant has submitted that he does not intend to approach the civil court for adjudication of this claim of Rs. 1 Crore in accordance with the liberty reserved by the learned Single Judge, as the Appellant does not wish to lead any evidence in support of his claim and is basing his reliefs on the admitted facts and the interpretation of the Clause 8. It is stated that the issue arising for consideration would depend on the outcome of the interpretation of Clause 8 of the terms and conditions alone.

9. On the other hand, it is the stand of the Respondents in counter affidavit that after the top 10 entries were selected by the Jury, the said 10 entries were referred to a Super Jury which consisted of the Industry Leaders for evaluation. It is stated that the Super Jury was tasked with evaluating the top three (3) teams and for defining the prize money for the top three (3) teams after assessing if they were of an exceptional quality. It is stated that the Super Jury after identifying the top three (3) entries, however, did not find the same to be of an exceptional quality; and therefore, the top three (3) entries did not qualify for the higher award of Rs. 1 Crore, Rs. 50 Lakhs and Rs. 25 Lakhs as contemplated under Clause 8. It is stated that however, the Super Jury recommended an encouragement prize for each of the top three (3) entries for a sum of Rs. 15 Lakhs, Rs. 10 Lakhs and Rs. 5 Lakhs respectively. And, accordingly, the Appellant was granted Rs. 15 Lakhs as an 'encouragement price' in addition to Rs. 10 Lakhs which was awarded to



all the ten (10) entries selected by the Jury.

10. The learned Single Judge after considering the rival stands of the parties opined that the interpretation of Clause 8 as contended by the Respondents requires no interference. The relevant Clause 8 of the terms and conditions of the Hackathon reads as under:

“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.”

(Emphasis Supplied)

The finding of the learned Single Judge in the impugned judgment dated 03.11.2023 accepting the Respondents’ interpretations of the said clause reads as under: -

“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.”

(Emphasis Supplied)

11. The distinction in Clause 8 as regards the obligation of the



Respondents to award Rs. 10 Lakhs to each of the top 10 selected entries and the discretion of the Respondents to grant a higher award to the top 3 of the said entries, conditional upon being adjudged to be of an 'exceptional quality' is clear and unequivocal. The Clause 8 categorically contemplates that the higher award will be granted to the top three (3) entries only when an adjudication determines that the top three (3) entries are of an 'exceptional quality' The usage of the expression 'will' which follows the identification of the top ten (10) selective entries and the expression 'may' which follows the identification of the top three (3) entries in the said Clause, undoubtedly depicts the aforesaid categorical distinction.

12. A simple and plain reading of the Clause 8 clearly indicates that the Respondents were under an obligation to pay Rs. 10 Lakhs to each of the top 10 selected entries. However, there was no absolute obligation on the Respondents to pay the prize money/higher award of Rs. 1 Crore, Rs. 50 Lakhs and Rs. 25 Lakhs to the top three (3) entries.

The Clause 8 categorically stipulates that the higher award would be given in the event that the entries are adjudged to be of an exceptional quality.

13. In the writ proceeding, the Respondents have categorically stated in the counter affidavit that the Super Jury formed for adjudging inter-se the top ten entries, while selecting the top three entries has opined that none of three (3) entries including the Appellant were of an exceptional quality. Pertinently, the Appellant has not disputed the said stand of the Respondents and has accepted it to be correct. The Appellant has not disputed the assessment of the Super Jury that his entry was not of an exceptional quality. In view of this admitted fact, the stand of the Respondents that Appellant's



entry having been held not to be adjudged of an exceptional quality is not entitled to a higher award of Rs. 1 Crore cannot be held to be arbitrary within the meaning of Clause 8.

14. The contention of the Appellant that simply upon being selected as number 1 entry by the Super Jury, without being adjudged to be of an exceptional quality; the Appellant will become entitled to higher award of Rs. 1 Crore is not made out on a plain reading of Clause 8. We are unable to accept that the interpretation proposed by the Appellant is the only interpretation possible of Clause 8 and find the interpretation offered by the Respondents as plausible. Pertinently, the Respondents have justified the exercise of their discretion by explaining the reason for non-grant of the higher award. The explanation offered is reasonable and does not suffer from arbitrariness. The learned Single Judge has rightly observed that the use of the expression *may* in Clause 8 clearly reserves the right of higher award to the Respondents and was conditional as contended by the Respondents. The contention of the Appellant that he had a legitimate expectation to receive Rs. 1 crore on the entry being adjudged as number 1 has no basis in Clause 8 and has no merit.

15. We therefore, find no merit in the submissions of the Appellant and the present appeal is accordingly dismissed along with pending applications.

ACTING CHIEF JUSTICE

MANMEET PRITAM SINGH ARORA, J

JANUARY 18, 2024/hp/MG