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

+ **W.P.(C) 13885/2024, CM APPL. 58122/2024**

KAVITHA RAGHVENDRA

.....Petitioner

Through: Mr. Suryansh Singh and Ms. Vibha
Bhat, Advocates.

versus

**GOVERNMENT OF NCT DELHI, THROUGH ITS HOME
SECRETARY & ORS.**

.....Respondents

Through: Ms. Puhimi Aditya, Advocate for
Mr. Jawahar Raja, ASC (Civil)
GNCTD.
Mr. Raj Kumar Yadav, Advocate for
R-2.

**CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA**

**ORDER
03.10.2024**

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1. The Petitioner states that she had reserved a venue for her daughter's wedding at Respondent No. 3, Crowne Plaza Hotel, Mayur Vihar, New Delhi, for the dates 12th to 14th February, 2024. To secure this booking, she initially paid INR 1 Lakh and subsequently entered into a standard agreement/contract with the hotel on 24th May, 2023. According to this agreement, the Petitioner claims that she made a cumulative payment of INR 13 Lakhs (inclusive of the INR 1 Lakh advance) as part of the "tentative



booking,” in line with the payment schedule outlined in the contract.

2. Due to unforeseen circumstances, the marriage for which the venue was booked did not take place, as it was called off by the Petitioner’s family. Consequently, the Petitioner approached Respondent No. 3, seeking to cancel the “tentative booking” and requesting a refund of the advance payment. However, Respondent No. 3 refused to refund the amount and instead demanded that the Petitioner pay the remaining balance in accordance with the terms of their agreement. Faced with this refusal, the Petitioner lodged complaints with the police, urging them to take action against Respondent No. 3 for withholding the advance booking amount.

3. Given the above circumstances, the Petitioner has filed the present writ petition, arraying the Government of NCT of Delhi and the Commissioner of Police as Respondents No. 1 and 2, respectively, and the Crowne Plaza Hotel as Respondent No. 3. The Petitioner seeks the following reliefs through this writ petition:

- “i. Issue a Writ, Order or Direction in the nature of Certiorari quashing the Standard Agreement/ Contract dated 24.05.2023.*
- ii. Issue a Writ, Order or Direction in the nature of mandamus directing the Respondent Hotel to refund the advance booking amount of Rs. 13 Lacs paid by the petitioner.*
- iii. Pass any such writ, order or Direction as this Hon’ble court may deem fit and proper in the facts and circumstances of the case.”*

4. In the Court’s considered view, the present writ petition represents a clear abuse of the process of law. The dispute at hand is undeniably a civil matter, one that arises solely out of a private contractual agreement between the Petitioner and Crowne Plaza Hotel. It is neither within the scope nor the purview of this Court under its writ jurisdiction, to interfere in such private



contractual matters, particularly where no violation of fundamental rights or statutory obligations by the State is at play. The Petitioner's attempt to invoke Article 226 of the Constitution of India to quash the said agreement is fundamentally misplaced. The writ remedy is intended to provide a mechanism for addressing violations of constitutional or legal rights by the State or its instrumentalities. Here, the Petitioner's grievances pertain to a breach of contract, a domain that is exclusively civil and best suited for resolution through the civil courts.

5. Moreover, the inclusion of Respondents No. 1 and 2, i.e., the Government of NCT of Delhi and the Commissioner of Police, appears to be a mere attempt to give an artificial semblance of a cause of action involving the State. However, no substantive claim has been made against these Respondents, nor has any evidence been presented to show any infringement of rights by a State actor. This practice dilutes the very essence of Article 226, which is not meant to serve as an alternative forum for redressal of contractual disputes between private parties.

6. Furthermore, the Petitioner's request to the police for what is fundamentally a contractual dispute underscores a misuse of legal processes. Seeking police intervention for a matter that is civil in nature not only strains public resources but also sidesteps the appropriate judicial forums established for such disputes. The proper remedy for the Petitioner, if aggrieved by Respondent No. 3's actions, lies in the civil courts through a suit for breach of contract or a claim for refund.

7. In view of these circumstances, the Court is convinced that the present petition is a misconceived attempt to involve the writ jurisdiction in what is essentially a private dispute. In light of the above, the present writ petition is



dismissed with cost of Rs. 5,000/- which the Petitioner is directed to deposit with the Delhi State Legal Services Authority within a period of one week from today.

SANJEEV NARULA, J

OCTOBER 3, 2024

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