

08-09-2025
Item No.6
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
Appellate Side

WPA No.20785 of 2025
M/s Glyptic

-vs-

Indian Oil Corporation Limited (Haldia Refinery) & Anr.

Mr. Mainak Bose, sr. adv.
Mr. Rishabh Karnani, adv.
Mr. Pourush Bandhopadhyay, adv.
Ms. Shreya Mundhra, adv. ...for the petitioner

Mr. Suddhasatva Banerjee, adv.
Ms. Sharmistha Ghosh, adv.
Ms. Sanjukta Dutta, adv.
Mr. Ramit Ray, adv. ...for IOCL

1. The writ petition arises out of a contract entered in between the petitioner and Indian Oil Corporation Limited (IOCL). One of the terms of the contract is that the contract period may be extended by another twelve months or part thereof under the same rate and terms and conditions on sole discretion of IOCL on satisfactory performance of the contractor.
2. After completion of the initial period of twenty-four months, the petitioner was offered a letter for extension of the work period for a further period of twelve months. The petitioner not agreeing to the same, IOCL has lodged complaint before Government e-Marketplace (GeM) for which GeM suspended the account of the petitioner on and from August 14, 2025 to September 28, 2025 from its portal for which the petitioner is not in a position to participate in any further tender

process.

3. The reasons for suspension as recorded are (i) non-compliance of service level agreement/unsatisfactory performance against a service contract where the value of contract is more than Rs.10 lakh; (ii) no document relating to submission of PF, ESI is submitted to EIC; and (iii) after issuing show-cause notice, the seller, that is, the petitioner herein submitted forged and edited PDF files.
4. According to the petitioner, the period of contract has been extended without any offer being made by the petitioner, and the petitioner is not agreeable to work with IOCL. It has been submitted that renewal of contract cannot be unilateral.
5. It has further been submitted that the very fact that the contract period is being extended implies that there was satisfactory performance of work. There was no allegation with regard to the non-payment of the statutory dues. Prayer has been made to set aside the order of suspension.
6. Learned counsel for IOCL denies the contention of the petitioner. It has been submitted that there are statutory dues and that no averment has been made in the writ petition regarding payment of the said dues.
7. It has also been submitted that the very fact that the contract was accepted goes to show that the petitioner was agreeable to the extension at the discretion of IOCL. At this stage, the petitioner cannot turn around and say that the extension will not be accepted.
8. It has also been submitted that opportunity was provided to the petitioner to provide document to

show payment of statutory dues. The petitioner relied upon fake documents in support of its stand.

9. Submission has been made that the writ petition is not maintainable as there is no public element involved herein and the writ petition arises out of a contract entered in between the parties.
10. Upon hearing the respective submissions advanced by the parties and upon perusal of the materials placed on record, it appears that there are disputed questions of fact involved.
11. Whether documents relied upon by the petitioner are fake or not is not evident from the documents annexed to the writ petition. IOCL asserts that the documents are fake whereas the petitioner denies the same.
12. Admittedly, the entire cause of action arises out of a contract entered in between the parties. Whether the contract could have been extended on the terms and conditions accepted by the petitioner is to be adjudicated by a competent forum.
13. The writ court will not be the appropriate Court to decide issues arising out of private contracts involving disputed questions of facts.
14. In view thereof, the Court refrains from exercising its jurisdiction in the matter. The writ petition fails and is hereby dismissed.
15. Dismissal, however, will not preclude the petitioner from approaching the competent forum for adjudication its dispute in accordance with law, if so advised.
16. Affidavit of service filed in Court be taken on record.
17. All parties are to act on the server copy of this

order duly downloaded from the official website of this Court.

18. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]