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

+ W.P.(C) 7730/2025, CM APPL. 34255/2025

M/S ESKAG SANJEEVANI PVT. LTD.

.....Petitioner

Through: Mr. Nitesh Bhandari, Ms. Stuti Bisht,
Ms. Maitreya, Advs.

versus

JANAKPURI SUPER SPECIALITY HOSPITAL SOCIETY
THROUGH ITS DIRECTOR

.....Respondent

Through: Adv. (Appearance not given)

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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29.05.2025

CM APPL. 34256/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

W.P.(C) 7730/2025

3. The petitioner in the present petition seeks the following prayers:

“a. Allow the present Writ Petition and issue a writ in the nature of mandamus, order or direction to set aside the Letter dated 01.05.2025 by way of which the Respondent has decided to not to extend the agreement.

AND

b. Issue a writ in the nature of mandamus, order or direction to set aside the Letter dated 07.05.2025 by way of which the Petitioner has been directed to vacate the premises of the Respondent Hospital. AND

c. Issue a writ in the nature of mandamus, order or direction declaring the action of the Respondent in withholding the issuance of the second work order under the Agreement dated 07.11.2023 as illegal, arbitrary, and violative of Articles 14 and 19(1)(g) of the Constitution of India;

AND



d. Direct the Respondent to forthwith issue the work order for the remaining contractual period of six (06) months in accordance with the Agreement dated 07.11.2023 and the extension granted vide letter dated 19.10.2024;

AND

e. Declare that the refusal to issue the second work order without issuance of mandatory three (03) months' notice, in the absence of any adverse findings or inquiry, is contrary to the express terms of the Agreement and violative of the principles of natural justice; AND

f. Pass an appropriate order restraining the Respondent from taking any coercive or adverse action that may result in the discontinuation of dialysis services rendered by the Petitioner, pending final adjudication of the present petition; AND/OR

g. Pass any other Writ, order or direction as this Hon'ble Court may deem just and proper in the facts and circumstances of the case."

4. The present petition has been filed in the backdrop of a work order dated 06.10.2023 bearing no. GEMC-511687750331505, whereby, the petitioner was awarded work for "installation, operation and management of Hemodialysis Facility in the Department of Nephrology in the premises of Janakpuri Super Speciality Hospital under 'Public Private Partnership'" by the respondent for a period of 1 year, further extendable for another 1 year (extension of six months each) upon mutual agreement. Pursuant thereto, the petitioner and respondent executed a contract dated 07.11.2023.

5. It is submitted by the learned counsel of the petitioner that the petitioner has been engaged in a contractual relationship pertaining to the aforesaid work under the 'Public Private Partnership' (PPP) model with the respondent since the year 2018.

6. It is stated that the first agreement for the said work was executed between the petitioner and respondent on 18.09.2018 for a period of 5 year. Pursuant to the culmination of the aforesaid agreement, the respondent on 21.09.2023 issued a fresh tender for the said work. It stated that in terms of



the aforesaid long standing contractual relationship, *vide* work order dated 06.10.2023, the petitioner was again awarded the contract for the aforesaid work.

7. Admittedly, the duration of the contract between the petitioner and the respondent expired on 06.05.2025, pursuant to the previous extension granted on 19.10.2024. The letter dated 19.10.2024 communicating the aforesaid extension reads as under:

“No.F.1(3)/Pur./JSSHS/2023-24/2633

Dated: 19.10.2024

To

*M/s Eskag Sanjeevani,
P-48, Kasirod Vidyavinod Avenue,
Baghbazar, Landmark Girish Marnch,
Kolkata – 70003
Email: info@estagsanjeevani.comn*

Subject: Regarding extension of dialysis contract w.e.f. 07-11-2024 to 06-05-2005

Sir,

This is with reference to your letter regarding extension of contract for providing Haemodialysis services at JSSH by your company.

The competent authority is pleased to extend your contract for six months w.e.f. 07-11-2024 to 06-05-2025 on same terms and conditions and currency of original contract.

You are required to submit a fresh bank guarantee of Rs.70,00,000/- (Rupees Seventy Lakhs OnLy) with validity of at least 12 months beyond the expiry of the contract (i.e. till 06-05-2026).

This is issued with prior approval of the Director JSSH.

Regards,

(COL. DR. H.C. SHARMA)



MEDICAL SUPERINTENDENT”

8. It is stated that in view of the extension nearing expiration, the petitioner *vide* a letter dated 18.04.2025 requested the respondent to issue a fresh work order for a period of next six months to the petitioner.

9. However, *vide* an email dated 21.04.2025, the respondent alleging discrepancies and irregularities in the billing practice and conduct of the petitioner, constituted a committee for enquiry. It is submitted that as and when required the petitioner cooperated in the said enquiry. It is further submitted that the petitioner has been discharging its obligation to the satisfaction of the respondent in accordance with the terms and conditions of the agreement since the year 2018.

10. Thereafter, the respondent *vide* letter dated 01.05.2025 communicated to the petitioner its decision to not extend the contract of the petitioner for the remaining period of 6 months without affording any reason to the petitioner. It is the case of the petitioner that the said conduct of the respondent is in violation of the express and mandatory terms and conditions of the agreement dated 07.11.2023.

11. Given that the contract between the parties is inherently determinable, this Court is unable to accede to the prayer of the petitioner that the respondent be directed to extend the contract.

12. At this stage, learned counsel for the petitioner submits that the respondents be at least directed to consider the representation dated 18.04.2025 seeking extension of contract.

13. In the circumstances, the petition is disposed of with the direction to the respondent to consider the aforesaid representation dated 18.04.2025. It



is made clear that this Court has not expressed any opinion as regards the merit thereof.

14. The respondent may also consider the petitioner's request for removal of machinery from the hospital in question.

15. The petition is disposed of in the above terms.

SACHIN DATTA, J

MAY 29, 2025/uk