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

+ W.P.(C) 13049/2025

NPAY BOX PRIVATE LIMITEDPetitioner

Through: Mr. Arvind Maurya, Adv.

versus

INFIBEAM AVENUES INDIA PVT. LIMITEDRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

27.08.2025

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1. The present petition has been filed by the petitioner seeking a direction to the respondents to continue providing services in accordance with the agreement dated 23.02.2024, executed between the petitioner and respondent no.1/Infibeam Avenues India Pvt. Ltd. The petitioner further seeks release of an amount of Rs.11,00,000/- allegedly withheld by respondent no.1.

2. The factual matrix, as presented, is that the petitioner, who is engaged in the business of money transfer and allied financial services, entered into an agreement dated 23.02.2024, with respondent no.1. According to the said agreement, respondent no.1 was to provide payment gateway services essential to the petitioner's business operations. However, following a raid conducted by the Enforcement Directorate at the petitioner's premises on 12.02.2025, respondent no.1 discontinued the said services and withheld Rs.11,00,000/- from the petitioner's account, allegedly without any justification.

3. It is apparent that the dispute between the petitioner and the



respondent is essentially contractual. The Supreme Court in ***Burmah Construction Company v. The State of Orissa & Ors.*** AIR 1962 SC 1320, observed as under:

“The High Court normally does not entertain a petition under Article 226 of the Constitution to enforce a civil liability arising out of a breach of contract or a tort to pay an amount of money due to the claimant and leaves it to the aggrieved party to agitate the question in a civil suit filed for that purpose. But an order for payment of money may sometimes be made in a petition under Article 226 of the Constitution against the State or against an officer of the State to enforce a statutory obligation.”

The aforesaid position has been reiterated in a catena of cases.

4. In light of the above and considering the nature of relief sought, it is untenable for this Court, in the present proceedings, to issue directions for release of any amount to the petitioner.
5. Needless to say, the petitioner would be at liberty to avail appropriate civil remedies for the said purpose.
6. The petition stands disposed of.

SACHIN DATTA, J

AUGUST 27, 2025/cl