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

+ W.P.(C) 13468/2025 & CM APPL. 55344/2025, CM APPL. 55345/2025

FLEXO FOAM PVT. LTD. THROUGH ITS DIRECTOR PAHUNI
JAINPetitioner

Through: Mr. Rajesh Jain, Mr. Virag Tiwari,
Mr. Rishabh Jain, Mr. Ramashish,
Ms. Tanya Saraswat, Advocates
(M:9810042928)
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versus

UNION OF INDIA THROUGH THE SECRETARY & ORS.

.....Respondents

Through: Mr. Siddhartha Shankar Ray, CGSC
with Mr. Anubhav Tyagi, Ms.
Smritika Kesri, Advocates for R-1&2
(M:8860981136)
Mr. Himanshu Kumar, Advocate for
Respondent no. 4/RITES

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
02.09.2025

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1. The present writ petition has been filed challenging, *inter alia*, the legality of the Warranty Rejection Advices (“WRAs”) issued by the Integral Coach Factory (“ICF”), i.e., respondent no. 2, imposing penalties for upholstery (rexine) damage on the petitioner.
2. It is submitted that the alleged defect is of non-manufacturing, i.e., damaged or torn rexine due to general wear and tear, misuse and vandalism



in the train coaches.

3. Learned counsel for the petitioner submits that the petitioner procures the rexine exclusively from the Research Designs and Standards Organization (“RDSO”) approved vendors, who are subject to rigorous inspections and compliances, with detailed Quality Assurance Plans.

4. It is submitted that despite the same, the petitioner, being the manufacturer and supplier of the seat assembly, is being held accountable for warranty related complaints such as peeling, cracking, or surface damage of rexine.

5. It is submitted that the petitioner has been asked to bear the entire cost due to the actions of some third party passengers/miscreants and such acts are beyond the control of petitioner.

6. Thus, it is submitted that instead of properly maintaining/looking after the seats by inspection by the concerned persons/officials, or by arranging/beefing up security personnel, respondents have been asking the petitioner to bear the cost of third-party damage.

7. Learned counsel for the petitioner submits that the petitioner, *vide* communication dated 09th May, 2025 through the Indian Railways E-Procurement System (“IREPS”), requested that a joint inspection be conducted, in accordance with the applicable procedure. The petitioner specifically stated that the alleged defect fell outside the scope of the warranty, as the warranty expressly excludes damages arising from normal wear and tear.

8. It is submitted that in response thereto, the respondents on 12th May, 2025, merely stated that the WR is currently running in the Train No. 15211 between Dharbhanga Junction and Amritsar Junction, without addressing the



substantive issues raised by the petitioner.

9. It is, thus, submitted that the respondents' failure to act in accordance with the binding directions contained in their own Circulars, including, Circular dated 17th October, 2022, constitutes a clear deviation from the established protocol.

10. Learned counsel for the petitioner draws the attention of this Court to the *Annexure P-24* of the present writ petition, which contains the details of warranty deduction against WRA, to submit that as regards Entry No. 1 of the said Annexure, only 9 berths were stated to be damaged as per the WRA, which costs with a total damage of Rs. 6,230/-. However, it is submitted that the petitioner is being penalized for all the berths in the entire coach. He draws the attention of this Court to *Annexure P-25* of the petition, to submit that an amount of Rs. 4,71,178/- already stands deducted by the respondents in this regard.

11. He further draws the attention of this Court to the *Annexure P-24* to show the total penal amount which has been deducted from the petitioner, i.e., Rs. 1,35,44,104/-, against the total cost of Rs. 9,61,403/-.

12. Learned counsel for the petitioner also draws the attention of this Court to *Annexure P-3* of the present petition, containing photographs showing the passengers causing harm to the seats and tearing them.

13. He further draws the attention of this Court to *Annexure P-5* of the writ, which is the Schedule of Technical Requirements for vinyl coated upholstery fabric, and in particular, relies upon Clause 8 pertaining to the warranty, which reads as under:



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WARRANTY

The vinyl coated upholstery fabric shall be deemed to bear a warranty against defective materials/workmanship and the performance for a period of 54 months from the date of supply or 48 months from the date of fitment whichever is earlier. The product shall be warranted against any cracking, discoloring/fading and delamination of coating during service arising out of manufacturing defects. In case, the material shows any defects/fails within the warranty period, it shall be replaced by new one without any cost.

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14. Thus, by relying upon the aforesaid Clause, learned counsel for the petitioner submits that the warranty was only against the defective material/workmanship. He submits that no advisory has ever been issued to the petitioner regarding any defective material or workmanship. Thus, he submits that for any damage to the berth, which is in the normal course of wear and tear or by any passenger/hooligan, no penalty can be levied from the petitioner.

15. *Per contra*, learned counsel for the respondents submits that a Show Cause Notice dated 26th June, 2025, followed by a Modification Advice dated 30th June, 2025, have been issued to the petitioner. He, thus, submits that the petitioner has approached this Court without submitting any reply to the said notices.

16. At this stage, learned counsel for the petitioner submits that replies have already been submitted by the petitioner to the notices. However, no final order has been passed by the respondents.

17. Learned counsel for the respondents submits that if the replies of the petitioner to the aforesaid notices have already been submitted, the same shall be considered. He submits that all the grievances, as raised by the petitioner in the present writ petition, shall be addressed at the time of considering the replies of the petitioner.



18. Considering the submissions made before this Court, it is directed that an authorized representative of the petitioner shall be granted personal hearing at the time of considering the replies of the petitioner.

19. Accordingly, the respondents shall issue a notice of hearing to the petitioner on the E-mail of the counsel for the petitioner, which is reflected in today's order.

20. Further, all the issues as raised by the petitioner in the present writ petition, shall also be considered by the respondents.

21. A speaking order shall be passed pursuant to the hearing granted to the petitioner.

22. In case, the petitioner is aggrieved by any speaking order passed by the respondents, the petitioner shall be at liberty to seek its remedies, in accordance with law.

23. It is clarified that the rights and contentions of both the parties are left open. This Court has not adjudicated on the merits of the case, since the grievances of the petitioner are yet to be considered by the concerned authorities of the respondents.

24. At the time of hearing, the respondents shall also consider the plea of the petitioner with regard to refund of the amount that has already been deducted from the petitioner.

25. Accordingly, with the aforesaid directions, the present writ petition, along with the pending applications, is disposed of.

MINI PUSHKARNA, J

SEPTEMBER 2, 2025/au