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

+ W.P.(C) 13616/2025 and CM APPL.55826/2025 (Stay)

(103) SH. VINOD KUMAR GARG

.....Petitioner

Through: Mr. Rohit Goel, Mr. Vineet and Mr.
Mithlesh Jha, Advs.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Shashank Bajpai, CGSC and Mr.
Vatsal Tripathi, Adv. for R-1.
Mr. Siddharth Yadav, Sr. Adv., Mr.
Siddharth Iyer and Mr. Chhatresh
Kumar Sahu, Advs. for R-2 to 4.

+ W.P.(C) 13631/2025 and CM APPL.55854/2025 (Stay)

(107) SH. VINOD KUMAR GARG

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CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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04.09.2025

CM APPL.55827/2025 (Exemption) in W.P.(C) 13616/2025

CM APPL.55855/2025 (Exemption) in W.P.(C) 13631/2025

1. Allowed, subject to all just exceptions.
2. Applications stand disposed of.

W.P.(C) 13616/2025 and CM APPL.55826/2025 (Stay)

W.P.(C) 13631/2025 and CM APPL.55854/2025 (Stay)



3. The petitioner is a sole proprietor who entered into contract with Steel Authority of India (SAIL) for supply of certain goods.
4. The grievance of the petitioner is that SAIL acted arbitrarily and unreasonably in not accepting the said goods, as a result of which the supplies could not be effected.
5. Ultimately a Risk Purchase Notice was issued by the SAIL.
6. Various factual grounds are urged by the petitioner to assail the legitimacy and validity of the action/s taken by SAIL.
7. Learned senior counsel for the SAIL, who appears on advance notice submits that for the purpose of supply of the concerned goods, the contract has already been placed on third party. It also transpires that the contract between the petitioner and SAIL contains an arbitration clause.
8. In the circumstances, given the contractually prescribed dispute resolution clause (which provides for arbitration) and considering that intricate factual and contractual issues arise for consideration in the present case, this Court does not find it apposite to entertain the present petitions. However, liberty is granted to the parties to invoke the dispute resolution mechanism, as prescribed in the contract, *inter-alia* for claiming damages and other reliefs as may be admissible under law.
9. The petitions are disposed of in the above terms.

SACHIN DATTA, J

SEPTEMBER 4, 2025/cl