



2026:DHC:3333



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

+ W.P.(C) 4622/2026 & CM APPL. 22541/2026, CM APPL. 22543/2026

Date of Decision: **15.04.2026**

IN THE MATTER OF:

TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED

.....Petitioner

Through: Ms. Pinky Anand, Sr. Adv. with Mr. KPS Kohli, Ms. Navneet Chahal, Mr. Ashwin Rakesh, Mr. Saurobroto Dutta, Mr. Samrat Pasriccha, Ms. Chanya Jeitly, Mr. Kartik Mittal, Ms. Adeti Salooja, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Siddhartha Shankar Ray, CGSC, Ms. Sonali Modi, Mr. Mukul Dev, Advocates for R-1 and 2.
Ms Devyani Bhardwaj Advocate with Mrs Tanya Sengupta, Reaserch Officer, NISD/R-3.
Mr. Sumeet Pushkarna, Sr. Adv. with Mr. Varun Chugh, Mrs. Shagun Chugh, Mr. Yudhveer Singh, Mr. Shubham Singh, Adv. for proposed intervener.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

J U D G E M E N T

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)



(The matter has been taken up today, as 14.04.2026 was declared as a holiday on account of birthday of Dr. B.R. Ambedkar.)

1. The petition is, primarily, for setting aside letter dated 24.02.2026 issued by the Ministry of Social Justice and Empowerment, Government of India, whereby, Tripartite Memorandum of Agreement dated 23.09.2025 (Agreement) executed between the Government, the petitioner, and respondent no. 3- National Institute of Social Defence. Further, a prayer for setting aside notice dated 31.03.2026 demanding recovery of funds released with respect to the said Agreement is also made.
2. The impugned communications are assailed on various grounds. However, the primary grounds of challenge are that they have been issued without any prior show cause notice or opportunity of hearing to the petitioner, and that they are arbitrary insofar as they are non-speaking.
3. The Court *vide* order dated 08.04.2026, took note, specifically, of the submission that the impugned action had been taken without following the principles of natural justice, and directed the respondent to place on record a reply.
4. It was also noted that the impugned action was taken under Clause 12(iii) of the Agreement. The said clause provides that respondent no. 2 may terminate the Agreement with immediate effect in the event of serious misconduct, fraud, misrepresentation, gross negligence, or any act prejudicial to the interests of the Government of India. The Court had opined that such misconduct, fraud, negligence, etc. could not have been determined without fulfilling the requirements of natural justice.
5. Today, when the matter is called out, Mr. Siddhartha Shankar Ray, learned counsel appearing for the Union of India, on instructions, submits



that, looking at the facts and circumstances, more importantly the aforementioned grounds of challenge, he be granted liberty to withdraw the impugned termination letter with liberty to take a fresh action in accordance with law. The submissions made by Mr. Ray seem to be reasonable.

6. At this stage, Mr. Pushkarna, learned senior counsel submits that he has some material to indicate that the impugned action is fully justified.

7. Having considered the submissions made by on behalf of the parties, the Court finds that the instant petition can be disposed of with the following directions:

- i. The impugned letter dated 24.02.2026 are hereby set aside, granting liberty to the respondents take a fresh action in accordance with law. Any action consequent to the termination order recovery notice shall also be set aside, including notice dated 31.03.2026.
 - ii. The proposed intervener can be granted liberty to put forth its grievance before the authority who shall take a fresh decision.
8. All rights and contentions are left open. Accordingly, and with the above directions, petition stands disposed of.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

APRIL 15, 2026/P