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

\+ **W.P.(C) 4246/2024 and CM APPL. 17274/2024**

EBIXCASH MOBILITY SOFTWARE INDIA LIMITED

.....Petitioner

Through: Mr. Rudra Deosthali, Mr. Gautam Swarup, Mr. Ankur Das and Ms. Sakshi Pandey, Advocates.

versus

NATIONAL INFORMATICS CENTRE .....Respondent

Through: Mr. Syed Abdul Haseeb, CGSC.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

O R D E R

% **20.01.2026**

1. The petitioner in the instant petition prays for the following reliefs:-

> *"a) Issue an order/direction/writ of mandamus directing the Respondent to refrain from arbitrarily deducting amounts from the current/ future invoices raised by the Petitioner; and*
>
> *b) Issue an order/direction/writ of mandamus directing the Respondent authority to release an amount of Rs. 52,11,676/- arbitrarily withheld by the Respondent by adjusting against the invoices of the Petitioner; or*
>
> *c) Issue an order/direction/writ of mandamus directing the Respondent to adjust the already deducted amount of Rs. 52,11,676/- illegally recovered in the future invoices; and/or*
>
> *d) Pass any other directions this Hon'ble Court may deem fit."*

2. Heard learned counsel appearing on behalf of the parties.

3. The respondent in its counter affidavit has taken the following position:-

> *"6. It is submitted that the aforesaid contract was entered into between*

the Respondent and Trimax IT Infrastructure & Services Ltd on 12-05-2017. It is respectfully submitted that the Contractprovides for a dispute resolution mechanism in Clause / pargraph-17 of the Contract. The complete copy of the RFP dated 06-02-2017 has been annexed with W.P. as Annexure-P-1 (page 551 to 669).

7. It is further submitted that the contract in question is not a statutory contract and, therefore, interference with the recovery from arising out of the Audit Objections will not be justifiable. It is further submitted that the petitioner should have resorted, if at all, to the dispute resolution mechanism/ civil suit to seek any redressal."

4. More importantly, Clause 17 of the Revised Tender Document dated 06.02.2017 provides for the following mechanism:-

"17. ARBITRATION

NIC and the NFO will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/wok-order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Department of Electronics & Information Technology (DeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

17.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

17.2 NIC and the empaneled agency shall make every effort to resolve any contentious aspect amicably by direct negotiation with Agency towards any disagreement, confusion, lack of understanding or dispute arising between them under or in connection with the contract.

17.3 If any unresolved dispute shall arise between parties on aspects either covered or not covered by this empanelment, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire , as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire, as the case may be, with the consent of parties, may modify the time frame for making and publishing the Award. Such arbitration shall be governed in all respects by the provisions of the Indian Arbitration Act, 1996 and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in New Delhi, India.

17.4 The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

17.5 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996."

5. If, according to the petitioner, the due amount has not been paid by the respondent, the petitioner will have to undertake the necessary steps to invoke arbitration clause.

6. In view of the existence of an arbitration clause, there is no reason as to why the instant petition be kept pending. Accordingly, granting liberty to the petitioner to undertake the alternate remedy available in accordance with law, the instant petition stands disposed of along with all pending applications.

7. All rights and contentions of the parties are left open.

PURUSHAINDRA KUMAR KAURAV, J

JANUARY 20, 2026
Nc/mj