



2026:DHC:4715



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

Date of Decision: 22.05.2026

IN THE MATTERS OF:

+ **W.P.(C) 7334/2026, CM APPL. 35769/2026 & CM APPL. 35770/2026**

DEVI ENGINEERING AND CONSTRUCTIONS PVT LTD

.....Petitioner

Through: Mr. Shashank Garg, Sr. Advocate
with Mr. Byrapaneni Suyodhan,
Ms. Tatini Basu, Ms. Nishtha Jain,
Ms. Obulapuram Keerthi, Advocates.

versus

OIL AND NATURAL GAS CORPORATION LIMITED & ORS.

.....Respondents

Through: Mr. Abhishek Gupta and Mr.
Chanakya Kene, Advocates for R-1 to
3.

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+ **W.P.(C) 7249/2026, CM APPL. 35440/2026 & CM APPL. 35441/2026**

DEVI ENGINEERING AND CONSTRUCTIONS PVT LTD

.....Petitioner

Through: Mr. Shashank Garg, Sr. Advocate
with Mr. Byrapaneni Suyodhan,
Ms. Tatini Basu, Ms. Nishtha Jain,
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OIL AND NATURAL GAS CORPORATION LIMITED & ORS.

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CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

JUDGEMENT

PURUSHAINDR KUMAR KAURAV, J. (ORAL)

1. These petitions are for setting aside letters dated 16.03.2026 issued by the respondent-Oil and Natural Gas Corporation Limited (**ONGC**), whereby, two contracts, both dated 19.06.2025, for 'Onshore Seismic Data Acquisition in Western Onshore Basin, Gujarat, which were awarded to the petitioner, have been terminated. The petitioner also prays for setting aside of two provisional suspension orders/debarment show cause notices dated 23.04.2026 issued by ONGC, whereby, the petitioner has been directed to show cause against its debarment, and business dealings with it have been suspended for a period of six months pending the enquiry.
2. The petitioner had, earlier, approached the High Court of Gujarat by way of a Special Civil Application challenging the impugned communications. However, the same was withdrawn, with liberty to approach the appropriate forum.
3. Mr. Shashank Garg, learned senior counsel for the petitioner, submits that the impugned letters have been issued by ONGC from its office in New Delhi, within the territorial jurisdiction of this Court. He, further, submits that under the terms of the contract between the parties, the Courts at Delhi



shall have exclusive jurisdiction over disputes arising therefrom.

4. He submits that the petitioner has been placed under suspension pending completion of the show cause proceedings in violation of the principles of natural justice.

5. The Court, however, finds that although the impugned letters may have been issued by ONGC from its office in New Delhi, the dispute essentially pertains to the underlying contract for work to be executed in the State of Gujarat. Therefore, the essential, material, and integral part of the cause of action has arisen outside the jurisdiction of the Court.

6. Further, the submission that since the contract between the parties stipulates that the Courts in Delhi shall have exclusive jurisdiction over disputes arising therefrom also cannot be accepted. Contractual stipulations can neither confer, nor take away the writ jurisdiction under Article 226 of the Constitution of India.

7. The Court in **Indure Pvt. Ltd. v. Government of NCT of Delhi and Ors.**¹ has considered both the aspects and has held as under:

“ 21. It may also be noted that parties cannot, through the means of a private agreement, require a writ Court to exercise jurisdiction in a case where it would not otherwise entertain a given petition. The Constitutional Court cannot be moulded to suit the fancies of parties expressed in their Contract.

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36. A petitioner who approaches this Court to assail a decision of an authority situated in Delhi, when the underlying cause for the said decision lies elsewhere, effectively attempts to make this High Court a mini-pan-India Superior Court exercising jurisdiction over all events which take place throughout this Country. There is no gainsaying with the proposition that every High Court is competent to adjudicate upon a lis which arises from events or actions taking place within its territory. Merely because the ultimate order, which is based on events taking place outside Delhi and takes cognizance of actions outside of Delhi, is passed

¹ 2026:DHC:1605



within the jurisdiction of this Court, a writ petition ought not be entertained by this Court.

37. Naturally, being the capital of the Country, various authorities and bodies having pan-India jurisdiction would be located within the jurisdiction of this Court. Merely because the decision making authority happens to be in Delhi, ought not to be the sole reason to entertain a lis in this Court. The decision, no doubt, may be passed in the national capital, but it is usually against persons situated outside Delhi; and even more importantly, for actions which took place beyond the borders of this Court. The act of giving a hearing in Delhi, or the passing of an order in Delhi, is merely a result of a body/authority being situated in the national capital, it has nothing to do with the lis, the offending action, the legal injury or the foundational facts on the basis of which action is being taken.

38. The case-law cited above, makes repeated reference to “dominant facts”, and facts which are “material, essential and integral” to the lis in question. In most cases, the fact that the order is passed, or the head office is located, or that opportunity of hearing was afforded, within the jurisdiction of this Court is completely immaterial, non-essential, and non-integral to the dispute in question. Any of the aforementioned three aspects could very well have taken place in another part of the Country, it is for the sole reason that Delhi is the national capital, that, in most cases these factors get connected to the jurisdiction of this Court. From another lens, it may be seen that regardless of what the underlying facts or legal injury/infringement may be, the order impugned would, in an overwhelming number of cases be passed from Delhi. If this be the case, can this constant factum, which shall remain present in each case, be considered a “dominant fact” or a “material, essential and integral” fact? The answer must be in the negative.”

8. It is thus seen that neither the location of the respondents nor the agreement between two parties would be the sole determinative factor for the constitutional Court to invoke the jurisdiction over the cause, which essentially has arisen outside the jurisdiction of this Court. In this case, the underlying circumstances for the petitioner’s grievance, being the work in question, has taken place outside the jurisdiction of this Court.

9. Further, the Supreme Court, in its decision in **Kusum Ingots & Alloys Ltd. v. Union of India and Anr.**,² while applying the same principle, has

² (2004) 6 SCC 254



held as under:

“Forum conveniens

30. We must, however, remind ourselves that even if a small part of cause of action arises within the territorial jurisdiction of the High Court, the same by itself may not be considered to be a determinative factor compelling the High Court to decide the matter on merit. In appropriate cases, the Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of forum conveniens.”

10. The Court declines to entertain the writ petitions and instead, relegates the petitioner to take an appropriate remedy before the appropriate forum.

11. At this stage, Mr. Garg submits that the petitioner had withdrawn the earlier application before the Gujarat High Court, on the basis that the cause of action arose within the jurisdiction of this Court. He prays that, therefore, the Court may observe that the Gujarat High Court is possessed of the requisite jurisdiction to adjudicate the *lis*.

12. However, a perusal of the order dated 23.04.2026 passed by the Gujarat High Court indicates that the petitioner withdrew the earlier application with the liberty to approach the appropriate forum, considering that the respondent-authorities had revoked its bank guarantees. This Court has not delved into the merits of the matter, and therefore, deems it appropriate to observe that the petitioner shall be at liberty to approach the competent forum as per law, including the jurisdictional High Court, if permissible in law.

13. With these observations, the petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

MAY 22, 2026/P