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

+ **W.P.(C) 3982/2026, CM APPL. 19543/2026, CM APPL. 19544/2026  
& CM APPL. 19545/2026**

**FLEXOFOAM PRIVATE LIMITED**

.....Petitioner

Through: Ms. Deeksha L. Kakar, Mr. Rashneet  
Singh, Ms. Sana Parveen, Advocates.

versus

**UNION OF INDIA & ORS.**

.....Respondents

Through: Mr. Mukul Singh, CGSC with Mr.  
Aryan Dhaka & Ms. Sunidhi Tyagi,  
Advocates for R-1 & 2.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER**

% **27.03.2026**

**CM APPL. 19544/2026 (Exemption)**

1. Allowed, subject to all just exceptions.

**CM APPL. 19545/2026 (seeking to place on record lengthy/  
comprehensive list of dates and synopsis)**

2. For the reasons stated in the application, the petitioner is permitted to  
place on record a lengthy/ comprehensive list of dates and synopsis.

3. Accordingly, the application stands disposed of.

**W.P.(C) 3982/2026**

4. The present writ petition has been filed challenging the speaking order  
dated 17<sup>th</sup> October, 2025, passed by the respondent no. 2/ Integral Coach  
Factory (ICF). The petitioner also seeks quashing of the Warranty Rejection  
Advices (hereinafter 'WRA') issued by the respondent no.2/ ICF (*Annexure*



P-14 to the writ petition).

5. The grievance of the petitioner is against the arbitrary WRAs issued by the respondent no.2/ ICF against the petitioner, which is causing huge financial loss to the petitioner.

6. It is submitted that the petitioner has been supplying seat and berth assemblies for railway coaches to the Indian Railways since 1985. The petitioner does not have any discretion in selection of the upholstery suppliers. The 'rexine' material in respect of which WRAs have been issued, are procured from a third-party manufacturer and are subject to rigorous inspection and compliance from the respondent no.4/ Rail India Technical and Economic Service (RITES). The supplies are accepted only after due inspection and clearance by the agency of the respondents.

7. Accordingly, it is submitted that the issuance of WRAs in respect of the petitioner and not in respect of the manufacturer, who had supplied the allegedly defective material, is completely arbitrary and irrational.

8. Issue notice.

9. Notice is accepted by counsel appearing on behalf of the respondents no.1 and 2.

10. Issue notice to the respondents no.3 and 4, through all permissible modes.

11. Let counter-affidavit(s) be filed within four (4) weeks.

12. The counter-affidavit shall specifically deal with the issue as to why the respondents are not taking action against the actual rexine manufacturers.

13. The respondents shall also specify whether a time-bound joint-inspection-based grievance redressal mechanism can be set up for resolution



of warranty claims involving third-party sourced components.

14. Counsel appearing on behalf of the petitioner has drawn the attention of this Court to Instructions of the Railway Board dated 18<sup>th</sup> January, 2018. The relevant extracts from the said instructions are set out below:

***“Sub: Handling of rejection of pre-inspected item and warranty rejections***

*Comprehensive instructions for handling of rejection of pre-Inspected item and warranty rejection were issued by Railway Board vide letter referred above.*

*Para 1.1 A (iii) reads as "if the firm desires to have joint inspection, joint inspection of rejected material will held with pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint Inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint Inspection etc. will have to be completed within 21 days of communication of rejection advice to the supplier (in line with IRS Conditions of Contract clause 703). For imported material, the time limit will be 45 days."*

*It is clarified that "desire" of the firm is relevant only to the extent the firm wishes to participate in the joint inspection. **Such “desire” of the firm cannot decide whether Joint inspection has to be carried out or not.** In fact the paragraph clearly states "In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection". **Hence the instruction makes it amply clear that the "desire" of firm can only affect firm's decision to participate in joint Inspection or otherwise. Such unilateral "desire" cannot impact conduct of a transparent joint inspection procedure.***

[emphasis supplied]

15. It is manifest from a reading of aforesaid instructions that if a supplier wants to have a joint inspection, the same shall be offered to the supplier along with a pre-inspecting agency.

16. Accordingly, without prejudice to the rights and contentions of the parties, it is directed that the respondents no.1 and 2 shall offer a joint inspection to the petitioner once the material has been rejected and before



any amount is deducted under the WRAs.

17. List on 21<sup>st</sup> July, 2026.

**AMIT BANSAL, J**

**MARCH 27, 2026/at**