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

\+ **W.P.(C) 10822/2016 and CM APPL. 42421/2016**

VVC REALINFRA PRIVATE LIMITED ..... Petitioner

Through: Mr Divyakant Lahoti, Mr Parikshit Ahuja and Ms Amrita Grover, Advocates.

versus

GAIL INDIA LIMITED ..... Respondent

Through: Ms Purnima Maheshwari and Mr D.K. Singh, Advocates.

**CORAM:**
**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**O R D E R**

**% 23.01.2019**

1. The principal controversy involved in the present case is whether petitioner has wilfully submitted the 7th RA Bill showing a higher quantity of work done and had, accordingly, received payments twice over. There is no dispute that the excess payment was received by the petitioner and the same was adjusted in the 8th RA Bill.

2. The limited question is whether the petitioner had submitted a false bill? Mr Lahoti, the learned counsel appearing for the petitioner has referred to Clause 6.4 of the tender conditions which provides for the schedule of payment of bills. In terms of the said clause, 75% of payment was required on receipt of material at site; 10% on installation; 5% on testing and pre-commissioning; and 10% on completion of the works. Mr Lahoti submits that although, the value of the bill would depend on the aforesaid schedule. However, the quantity would remain the same. He submits that in the

successive bills raised by the petitioner, the amount billed was as per Clause 6.4, however the quantity remained the same. He points out as an illustration that three air-conditioning plants were to be setup and therefore, the petitioner was entitled to only a part of the payment the quantity could not be reduced. He states that the glitch was caused as the software used by GAIL had cumulatively added the quantity on each bills and, therefore, paid certain amounts twice over, which were voluntarily returned by the petitioner in the 8th RA Bill.

3. Ms Maheshwari, the learned counsel appearing for GAIL disputes the same. She has referred to the 7th RA Bill and the sheets attached thereto which indicates that the petitioner has shown an increased quantity. She has also referred to the Memorandum of 7th RA Bill submitted by the petitioner which indicates that total value of work done at ₹1,91,28,911/-. She submits that the said memorandum, which is also signed by the petitioner, includes payment already received.

4. The learned counsel appearing for the petitioner disputes the same. He submits that memorandum of 7th RA Bill correctly reflects the amounts due at ₹1,91,28,911/-. He submits that the excess quantity shown in the extract of cost / service entry sheets are entry sheets generated by GAIL and not by the petitioner.

5. In order to examine the aforesaid controversy, it would be necessary for GAIL to point out the break-up of the amount of ₹1,91,28,911/-. Since, it is disputed that the said amount does not include the amount billed received earlier. GAIL is directed to file an affidavit indicating the break-up of the said amount and clearly affirming whether the said amount includes

any payment received earlier.

6. Let the said affidavit be filed within a period of two weeks from today.

7. List on 18.03.2019.

8. Order *dasti* under signature of Court Master.

**VIBHU BAKHRU, J**

**JANUARY 23, 2019**
**RK**