

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

SPECIAL LEAVE PETITION (CIVIL) Diary No(s). 16168/2026

[Arising out of impugned final judgment and orders dated 19-08-2024 in WA No. 330/2023 and dated 15-12-2025 in REP No. 238/2025 passed by the Gauhati High Court]

NATIONAL HIGHWAYS AND INFRASTRUCTURE  
DEVELOPMENT CORP. LTD. & ORS.

Petitioner(s)

VERSUS

GIRIN DEKA & ORS.

Respondent(s)

(IA No. 111217/2026 - CONDONATION OF DELAY IN FILING)

Date : 23-04-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE K.V. VISWANATHAN  
HON'BLE MR. JUSTICE NONGMEIKAPAM KOTISWAR SINGH

For Petitioner(s) :

Mr. Narender Hooda, Sr. Adv.  
Mr. Anshul Rai, AOR  
Mr. Ojaswa Pathak, Adv.  
Ms. Mallika Ranjan, Adv.  
Mr. Raunaq Singh, Adv.  
Mr. S.K Pandey, Adv.  
Mr. Chandrashekhar A. Chakalabbi, Adv.

For Respondent(s) :

Mr. Amit Anand Tiwari, Sr. Adv.  
Mr. Mohit Paul, AOR  
Ms. Rangoli Seth, Adv.  
Mr. Rohit, Adv.  
Ms. Devyani Gupta, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

1. Heard Mr. Narender Hooda, learned senior counsel for the petitioner and Mr. Amit Anand Tiward, learned senior counsel for respondent Nos. 1 and 2, on caveat.

2. The principal grievance of Mr. Narender Hooda, learned senior counsel for the petitioner is that the Division Bench having found that the Writ Petition was not maintainable and further having found fault with the reasoning of the learned Single Judge in applying the principle of *quantam meruit* went ahead and passed the following directions in paragraph Nos. 29, 30 and 32 which read as under:

"29 From a plain reading of the provisions of the Act of 2006, it is thus apparent that the Act of 2006 is a Special Statute, enacted by the Parliament with the objective of protecting the right of the Micro, small and Medium Enterprises. The fact that section 18 of the Act of 2006 begins with a *non-obstante* clause is sufficient to indicate that the entitlement of the Micro, Small and Medium Enterprises to recover its lawful dues by taking recourse to the mechanism provided under the Act, would have an overriding effect over any other law for the time being in force. Therefore, in the event, any MSM Enterprise, coming within the ambit of the Act of 2006, is wrongfully denied payment for the goods delivered or services rendered by it, than in that event, regardless of any other law for the time being in force to the contrary, the enterprise will be entitled to recover its dues by taking recourse to Section 18. Section 18 of the Act of 2006, in our view, not only provides an adequate and efficacious remedy to the MSM Enterprise to recover its legitimate dues but the

same also provides an opportunity to fast-track the resolution of all such disputes.

30. In the present case, as has been noted hereinabove, the fact that the sub-contractor is a Micro, Small and Medium Enterprise and had supplied goods and/or rendered services which was availed by the appellant No.1 as a buyer, within the meaning of the Act of 2006, is not a dispute nor is there any controversy regarding the fact that the value of the work executed by the sub-contractor (Writ Petitioner Nos.1 and 2) is Rs.11,06,85,770/- which amount has been specifically admitted by the appellants by filing affidavit. In view of the above, we are of the considered opinion that the right of the sub-contractor under the Act of 2006 to recover payments for the goods and services rendered by it would be independent of the terms and conditions contained in any contract agreement to the contrary. In other words, the contract agreements dated 19/11/2014 or 31/05/2016, in our view, cannot create any legal obstacle for the sub-contractor to recover its dues from the "buyer" in accordance with the procedure prescribed under the Act of 2006.

31. XXX

32. This writ appeal is being disposed of by granting liberty to the sub-contractor (respondent Nos 1 & 2 here-in) to invoke section 18 of the Act of 2006 for recovery of its dues. The matter be, accordingly, referred to the Micro, Small and Medium Enterprises Facilitation Council, having jurisdiction over the dispute, for resolution of the same in accordance with the scheme of the Act of 2006."

3. According to Mr. Narender Hooda, learned senior counsel, there was no occasion to make these observations recognizing a remedy under the Micro, Small and Medium Enterprises Act, 2006 for respondent Nos. 1 and 2 to proceed against the petitioner.

4. On the other hand, Mr. Amit Anand Tiwari, learned senior counsel vehemently submits that there are admissions in the form of letters and also in the counter affidavit to the effect that under the authority of the petitioner the work to the tune of approximately Rs.11,00,00,000/- (Rupees eleven crores) has been executed. Learned senior counsel submits that having had the benefit of the work, the petitioner should not deny payment, especially when payments have been made to similarly placed parties, namely, M/s. Lahon Banijylk Enterprise, M/s. Global Powers & Engineers, M/s. Amishrana Electricals, M/s. Electrical Chamber and M/s. Viswakarma Enterprise. Mr. Amit Anand Tiwari, learned senior counsel has placed reliance on the Minutes of 9<sup>th</sup> April, 2018 to support his submission about payment to similarly placed cocntractors.

5. Mr. Narender Hooda, learned senior counsel in response, submits that the privity existed only with M/s Corsan Corviam Construction S.A. and there was absolutely no privity for the petitioner with the present respondents. He also, on instructions, disputes the

payment to similarly placed parties. According to Mr. Narender Hooda, learned senior counsel the petitioner have to recover amounts of approximately Rs.43,00,00,000/- (Rupees forty three crores) from M/s Corsan Corviam Construction S.A. after reconciling the accounts and factoring in the work of Rs.11,00,00,000/- done by the respondents on account of a sub-contract with M/s Corsan Corviam Construction S.A.

6. Issue notice on the application for condonation of delay as well as on the Special Leave Petition.

7. In the meantime, paragraph Nos. 29, 30 and 32 of the order dated 19<sup>th</sup> August, 2024 in Writ Appeal No.330 of 2023 shall remain stayed.

8. However, without prejudice to their rights and contentions, a suggestion was made by the Court that an amicable resolution of the dispute should be explored through the process of mediation.

9. The parties have favourably responded to the suggestion of the Court that an amicable solution be explored through the process of mediation.

10. We request Justice Amitava Roy, former Judge of this Court to mediate the dispute.

11. The parties to approach the learned Mediator.

12. The fee and other terms shall be fixed in consultation with the learned Mediator.

**13. List on 31<sup>st</sup> July, 2026 after receipt of the report from the Mediator.**

**14. A copy of this order shall be forwarded to Justice Amitava Roy.**

**(ANITA MALHOTRA)  
AR-CUM-PS**

**(MANOJ KUMAR)  
COURT MASTER**