

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

+ W.P.(C) 7907/2007

PLUMULE AGRO THROUGH ITS PARTNER,
PRAVEEN KUMAR

... Petitioner

Through Mr. M.L. Lahoty, Adv.

Versus

GOVT. OF NCT THROUGH ITS EXECUTIVE
ENGINEER, IRRIGATION AND FLOOD
CONTROL DEPARTMENT, NEW DELHI

... Respondent

Through Mr. Nazimi Wazir, Standing Counsel
with Mr. Shoaib Haider, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

ORDER

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29.10.2009

The petitioner herein was awarded a contract for plantation of 33,000 trees and their maintenance for a period of three years in 84 acres of gram sabha land in village Jaunapur, Delhi. The tender was allotted to the petitioner as he had offered and quoted tender cost of Rs. 60,01,270/- , which was 36.58 % below the estimated cost of Rs.94,68,570. It is a contention of the petitioner that he completed the plantation work as per the contract and in coordination of the Department of Forests, Government of NCT of Delhi. In this regard, the petitioner has relied upon certificate counter signed by the Deputy Conservator of Forests (South),

Tugalkabad, New Delhi. The petitioner claims that maintenance work was completed on 9th May, 2005. It is the contention of the petitioner that the respondents have made payment for the plantation work, but no payment for maintenance has been made and a balance of Rs. 33.01 lacs is still due and payable. In this connection, counsel for the petitioner has drawn my attention to the letter dated 7th June, 2006, written by Executive Engineer, Civil Division-5 to the Block Development Officer (South). He relies upon the contents of this letter as well as other correspondence placed on record.

2. The respondent, GNCTD in their counter affidavit have accepted award of contract to the petitioner and the consideration mentioned therein. It is, however, claimed that the progress of work was not as per the contract. In this connection, reference is made to the letter dated 30th May, 2005 and other letters written to the petitioner. It is submitted that before release of payment Deputy Conservator of Forests as per clause 25 of the contract is required to inspect the site and identify that the work has been executed satisfactorily. The said of the clause reads as under:-

“25. The work shall be executed at site in coordination with the department of forest. The modes of execution shall also be supervised by the authorized staff of forest department. Before releasing payment the DCF shall inspect the site and identify that

the work is being executed satisfactorily.”

3. In view of the stand taken by the respondents, directions are issued to the Deputy Conservator of Forests (South) to inspect the site in question and submit his report to the respondents. After the report is submitted, the respondents will take further action in terms of the agreement. In case the petitioner is aggrieved by any action of the respondents, he will be entitled to ventilate his grievance in accordance with law. The inspection exercise will be completed within two months from the date copy of this order is received.

With the aforesaid observations, the writ petition is disposed of.

SANJIV KHANNA, J.

OCTOBER 29, 2009
NA