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

+ W.P.(C) 7567/2011

COURT ON ITS OWN MOTION

..... Petitioner

Through : Mr Bahar U. Barqi, Amicus Curiae

versus

MCD AND ANR

..... Respondents

Through : Ms Madhu Tewatia with Mr Adhirath
Singh and Mr Schin Saini for R-1/EDMC
Mrs Maninder Acharya, Senior Advocate
with Mr Anuj Aggarwal and
Mr Ashutosh Dixit for R-2.

CORAM:

HON'BLE MR JUSTICE BADAR DURREZ AHMED

HON'BLE MR JUSTICE ASHUTOSH KUMAR

ORDER

% **07.12.2016**

We have heard the learned counsel for the respondents. We have also heard Mr Barqi, who is the amicus curiae in this matter.

Initially, the petition started off as a private interest litigation because the initial petitioner was also a contender for the award of the tender in respect of the Gazipur Carcass Utilization and Rendering Plant. The respondent No.2 was successful in the tender and the contract was entered into between the Municipal Corporation of Delhi and the respondent No. 2. The tender had also been challenged by way of a separate writ petition by the initial petitioner which was dismissed as withdrawn.

By virtue of the order dated 06.02.2013, it is evident that no challenge remained to the tendering process and the present petition was sought to be treated

as a public interest litigation. Since then, the matter has been going on. By virtue of our order dated 31.08.2016, we had noted that the learned counsel for the parties had submitted that if at all this matter could survive, it was only as a public interest litigation. But since the initial petitioner was privately interested in the subject matter, it could not be heard in this matter and the petitioner was directed to be deleted from the array of parties and the memo of parties was to henceforth show the matter as by 'Court on its own motion'. In order that we had assistance, we had appointed Mr Barqi as the amicus curiae in this matter. It was thereafter that this matter has been continued as a public interest litigation in the name of 'Court on its own motion'.

As pointed out above, we have heard the learned counsel for the parties and are of the view that it would not be necessary to keep this petition alive in view of the fact that the tender process, by which the respondent No. 2 was awarded the contract, is not the subject matter of challenge and the respondent No. 2, according to the learned counsel for the MCD, has been running the said plant in terms of the contract between them. She further submits that apart from the initial petitioner, nobody else has complained about the manner of operation of the said plant by the respondent No. 2. Insofar as the plea taken in the petition initially that public money was being wasted is concerned, it is clear that the tender terms themselves provide for charging of lease money from the successful bidder. The contract has been entered into in terms of the tender conditions and the lease money is being received regularly as per the contract, as stated by the learned counsel for the

MCD. The learned counsel for the MCD also assures this Court that the contract terms would be strictly adhered to and no additional benefit would be given to the respondent No. 2 beyond the contract terms.

In view of the foregoing, the writ petition stands disposed of.

We also record our appreciation for the efforts put in by Mr Barqi.

BADAR DURREZ AHMED, J

ASHUTOSH KUMAR, J

DECEMBER 07, 2016
SR