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

+ O.M.P.(I) (COMM.) 272/2016

ABHAY KUMAR JHA Petitioner
Through Mr.Sanjeev Kr. Sharma, Adv. with
Mr.Jitender Kr. Jha, Adv.

versus

DELHI DEVELOPMENT AUTHORITY & ORS.
..... Respondents
Through Mr.Dhanesh Relan, Adv.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER
% **25.07.2016**

I.A. No.7716/2016 (exemption)

Exemption allowed, subject to just exceptions.

The application is disposed of.

O.M.P.(I) (COMM.) 272/2016

As far as agreement between the parties are concerned, the same has been terminated by the respondent, the petitioner has an appropriate remedy in law for compensation and damages. The interim prayer made in the petition in this regard cannot be granted about the encashment of bank guarantee, counsel appearing on behalf of respondents submits that the same has already been encashed. With regard to stay of the operation of impugned letter dated 13th May, 2016, the petitioner was informed by the respondent not to participate in the tendering process for the balance work. Learned counsel for the respondents states that as far as fresh tenders are concerned,

the petitioner is at liberty to participate in the same, however, the petitioner's application would be considered as per its own merit. There is a force in the submission of the learned counsel for the respondents that as far as balance work is concerned, in view of the allegation of the respondents the said prayer to allow the petitioner to participate in the tendering process cannot be allowed. The petition is accordingly disposed of. As far as any fresh tender is concerned, the petitioner is at liberty to participate in the tender process but the same would be considered by the DDA as per its own merit.

Dasti to both the parties.

MANMOHAN SINGH, J.

JULY 25, 2016/jk