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

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Judgment delivered on: 02.05.2017

+ W.P.(C) 3037/2017 & CM No.13262/2017

VAIBHAV KAPOOR

..... Petitioner

versus

GOVT OF NCT OF DELHI AND ANR

..... Respondents

Advocates who appeared in this case:

For the Petitioner :

Mr. S.P. Sinha with Mr. Rakesh Mishra, Advocates.

For the Respondents :

Mr. Sachin Nahar, Advocate for respondent No.2.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

02.05.2017

SANJEEV SACHDEVA, J. (ORAL)

1. The petitioner impugns the tender conditions contained in Clause 4.11(a)(ii) of the Notice Inviting Tender issued by the respondents.

2. It is contended that the said clause is very harsh, arbitrary besides being one sided. Learned counsel for the petitioner submits that the said clause stipulates that the successful bidder would not be

entitled to terminate the contract for a period of three years whereas the respondents would have the right to terminate the agreement by giving one month's notice.

3. Learned counsel for the respondent submits that the Notice Inviting Tender was issued in June 2016. The petitioner has participated in the bid without any demur and has been successful. It is contended that post becoming successful, the letter of acceptance was issued to the petitioner on 02.08.2016 and the petitioner was directed to deposit the advance licence fee and the maintenance charges etc.. The petitioner has deposited all the charges and taken possession.

4. It is submitted that after taking possession, when the petitioner was required to sign the agreement in terms of the Notice Inviting Tender, the petitioner has filed the present petition impugning the above referred tender condition.

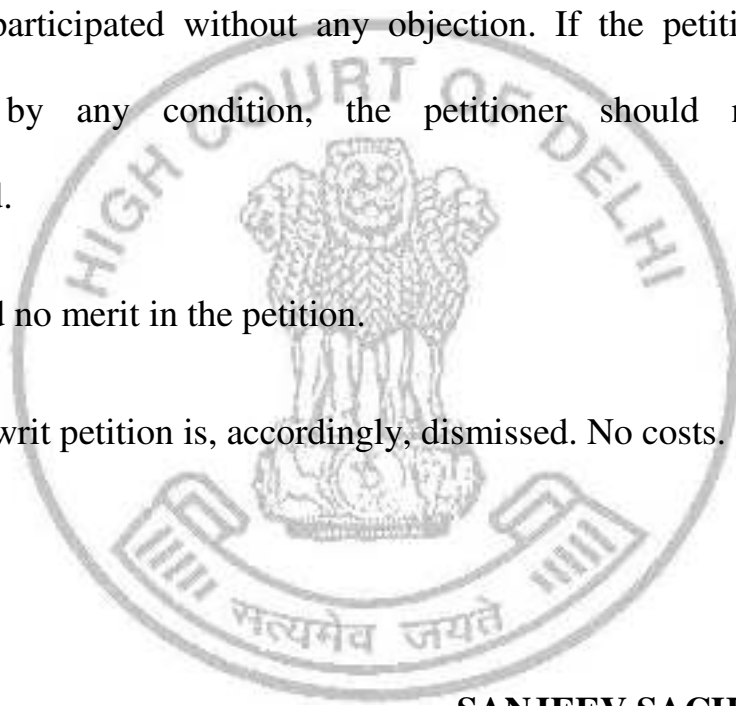
5. It may be noticed that the petitioner has voluntarily participated in the tender process and submitted his bid without any demur. The petitioner post his participating and becoming successful cannot now

be permitted to challenge the terms and conditions of the Notice Inviting Tender.

6. The petitioner was very well aware of the tender conditions and the fact that the conditions stipulated a lock-in period insofar as the petitioner was concerned. Despite being aware of the same the petitioner participated without any objection. If the petitioner was aggrieved by any condition, the petitioner should not have participated.

7. I find no merit in the petition.

8. The writ petition is, accordingly, dismissed. No costs.



SANJEEV SACHDEVA, J

MAY 02, 2017
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