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

+ W.P.(C) 4266/2017 & CM APPL. 18682/2017, 21965/2017

M/S SA SERVICES

..... Petitioner

Through : Mr. Angad Sandhu, Adv.

versus

SOUTH DELHI MUNICIPAL CORPORATION AND ORS

..... Respondents

Through : Mr. Rakesh Mittal, Standing Counsel
with Mr. Kamlesh Anand, Ms. Yamini
Mittal, Adv. for R-1.
Mr. Raunak Singh, Adv. for DDA.
Ms. Megha Bharara, Adv. for
Ms. Nidhi Raman, Adv. along with
SI Satish Bhati, PS Kalkaji, for R-3.
SI Ashok Kr. ZO, Sangam Vihar
Traffic Circle, SI Ram Tirath, Pairvi
Officer, Traffic.

CORAM:

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

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17.11.2017

Petitioner, who has been awarded contract of parking at Alaknanda market by the respondent-SDMC in an open tender offer, has approached this Court seeking prayers, as under:-

“a. Issue a writ of mandamus or any other appropriate writ directing the Respondents to abide by the terms and conditions of the tender and allow the petitioner to operate the entire parking as detailed in the site plan annexed with the tender;

OR IN THE ALTERNATIVE

Provide remission of the money already paid and further reduce the monthly licence fee as per the area currently functioning.

b. Direct the respondents to provide all assistance to the petitioner for removing obstructions/impediments in operation of the parking site.”

During the course of hearing, advertence has come to be made to the status reports filed by SDMC and the SHO, PS Kalkaji. As per the status reports, the demarcation of the parking sites has lately come to be done, which, according to the petitioner, is still incomplete. In the submissions of the learned counsel for the petitioner in the absence of the needful having been done by the respondent-SDMC, the petitioner could not utilize the parking sites and it has resulted into losses to the petitioner. It is, therefore, strenuously contended by the learned counsel for the petitioner that for the lapses and the omissions attributable to the respondent-SDMC, the petitioner is entitled to remission(s) of the amounts against the monthly licence fee payable by the petitioner under the subject contract. Respondent-SDMC, it appears, cannot have reason to refute such contention. It is, therefore, desirable that the aspect of remission(s) is gone into by the respondent-SDMC. Suffice to say the respondent-SDMC cannot be making unjust enrichment for any of the lapses or acts of omission attributable to it. Facts, however, need to be made clear by either side.

In view of the foregoing, the instant petition is disposed off with a direction to the Commissioner, SDMC to treat the instant petition as a representation of the petitioner for remission(s) of the amounts deposited towards licence fee of parking site, and/or review

of the licence fee for the areas actually available to the petitioner, within six weeks from today, by passing a speaking order, giving an opportunity of hearing to the petitioner, if called for. Petitioner would be at liberty to file any additional plea and/or document before the Commissioner in support of his plea for remission(s) etc. It is also made clear that any observation made in the instant proceedings shall have no bearing on the merits of pleas of either of the parties.

Petition stands disposed off accordingly.

Dasti under the signature of the Court Master.

A. K. CHAWLA, J

NOVEMBER 17, 2017

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