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

+ RFA 818/2017

NORTH DELHI MUNICIPAL CORPORATION & ANR..... Appellants

Through: Ms. Renu Gupta, Mr. Yugan Taneja
and Ms. Somali Acharya, Advocates.

versus

ASHISH SEHGAL

..... Respondent

Through

+ RFA 820/2017

NORTH DELHI MUNICIPAL CORPORATION Appellant

Through: Ms. Renu Gupta, Mr. Yugan Taneja
and Ms. Somali Acharya, Advocates.

versus

ASHISH SEHGAL

..... Respondent

Through

+ RFA 821/2017

NORTH DELHI MUNICIPAL CORPORATION & ANR Appellants

Through: Ms. Renu Gupta, Mr. Yugan Taneja
and Ms. Somali Acharya, Advocates.

versus

RAJEEV MITTAL

..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

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25.09.2017

1. The only issue which is argued on behalf of the appellant/North Delhi Municipal Corporation before this Court impugning the judgments of

the courts below dated 10.3.2017/22.4.2017/10.3.2017 is that no doubt the suits can be decreed for monies with respect to the bills of the contractors/respondents, which have been passed, and as conceded in the written statement, however, payment to the contractors have to be by queue in terms of admitted Clause 9 of the contract. Clause 9 of the contract has been reproduced in para 16 of the impugned judgment dated 10.8.2017.

2. Since this clause is an admitted clause, therefore, the only amendment which is required to be made in the impugned judgments and decrees is that the impugned judgment and decrees decreeing the suit under Order 12 Rule 6 CPC in terms of the bills passed by the appellant itself, will stand, however plaintiffs will be paid in queue as per Clause 9 of the Contract.

3. I however direct that within a period of eight weeks from today, appellant will, on its website, display an exhaustive list as to the contractors whose bills have been cleared who were standing in queue, how the earlier serial numbers of the list of contractors have been satisfied and from which serial number, and with respect to which contractor payment is due, what would be the amount available in the concerned head of the account of the appellant for each financial year and how that amount has been utilized for

payment of dues of the contractors in a serialized manner pursuant to the clause 9 of the contract. This list be positively uploaded on the website of the appellant and an affidavit be filed in this Court within next eight weeks with regard to compliance of this direction. While preparing the serial numbers and the list appellant will note that the contractors will be put in the serialized list as per the serial numbers with the work completed earlier point of time and final bills prepared being put at an earlier serial number then as compared to those contracts and contractors whose work have been completed later and final bills prepared later.

4. Learned counsel for the appellant has drawn the attention of this Court to a similar judgment passed by a learned Single Judge of this Court in bunch of cases decided on 23.1.2017 with lead case being W.P.C 10055/2015 titled as *Ghanshyam Dass Vs. North Delhi Municipal Corporation*. I may note that in the judgment dated 23.1.2017 an earlier judgment of a learned Single Judge of this Court in RFA 786/2016 dated 17.11.2016 has been quoted, and the appellant will ensure that the directions given in the aforesaid judgments passed by learned Single Judges of this Court are complied with.

5. The appeal is disposed of in terms of the aforesaid observations

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modifying the impugned judgments of the courts below limited to the extent
of the contractors/respondents being paid in queue as stated above.


VALMIKI J. MEHTA, J

SEPTEMBER 25, 2017

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