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

+ **W.P.(C) 1380/2018 & CM APPL. 5736/2018**

DRONACHARYA CRICKET FOUNDATION Petitioner

Through: **Mr. Sankalp Goswami, Advocate**

versus

DELHI DEVELOPMENT AUTHORITY AND ORS... Respondents

Through: **Mr. Dhanesh Relan with Ms. Akshita
Manocha & Ms. Kajri, Advocates**

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

% **13.02.2018**

1. The writ petitioner is aggrieved by the award of coaching contract to the 2nd respondent.
2. The respondent-Delhi Development Authority (DDA) called for tenders/bids to provide and conduct trips for provision of cricket coaching services at the Yamuna Express Sports Complex on revenue sharing basis. The bidding was through a two-stage process; the technical eligibility criteria stipulated was that the bidder should obtain at least 90% or higher marks, upon evaluation of the various parameters mentioned. The technical bids were opened on 23.01.2017 and subsequently, the financial bids were opened. Thereafter, the second respondent was declared as successful.
3. The petitioner complains that the successful bidder did not

possess the requisite qualification and could not have been awarded the minimum marks to be considered eligible for the grant of the contract. It is submitted that the petitioner applied and had to wait for an inordinate period of time for reply to queries under the Right to Information Act (RTI). Learned counsel relies upon the copies of documents filed (copies of documents in response to the RTI query) to emphasise that the second respondent's certificate does not, in any manner, reflect that the marks which could have been legitimately awarded to it, were 90% or more. The petitioner relying upon its bids, submits that the coach was awarded 100% marks and the other coaches were also given appropriate marks so as to render the bid competitive and eligible.

4. It is apparent from the pleadings that the second respondent was awarded the contract after the opening of the financial bid in the month of June, 2017. The petitioner's explanation for the delay in approaching this Court is that its application for information for the RTI remained pending and even till now, a part of vital information has not been provided. Under ordinary circumstances, that explanation would have sufficed; however, if the life of the contract is considered, which is from the date of the award, the petitioner's submission in the opinion of the Court is untenable. Learned counsel had pointed out that the nature of the contract is such that it can be renewed annually. Even this fact was within the knowledge of the petitioner, who did not choose to approach the Court earlier. In a case of award of contract pursuant to public tenders, the Courts are

circumscribed in interfering with the decisions of public agencies even more so where the interference is after inordinate period of time or delay. In the present case, the contract has run more than half of its course (about seven months).

5. In the circumstances, this Court is of the considered view that the petition ought not to be entertained on account of delay and *laches*. It is accordingly dismissed.

S. RAVINDRA BHAT, J

A. K. CHAWLA, J

FEBRUARY 13, 2018/P