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

+ **W.P.(C) 9945/2018**

SATYA NARAYAN MAHTO

..... Petitioner

Through Mr.Yogesh Swroop, Adv. With
Mr.Alok Kumar Palai & Mr.Kapil K.
Kaushik, Advs.

versus

UNION OF INDIA AND ANR.

..... Respondents

Through Mr.Jagjit Singh, Sr. Standing counsel
with Mr.Vipin Chaudhary & Mr.Preet
Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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24.09.2018

CM No. 38749/2018

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

W.P.(C) 9945/2018 & CM No. 38748/2018

3. The petitioner has filed the present petition, *inter alia*, impugning the notice dated 14.09.2018 (hereafter 'impugned notice') issued by respondent no.2. The operative part of the impugned notice reads as under:

- "1. The existing contract will be shut down from 16.09.2018 at 24:00 hrs due to defaults of clause no.8 of the contract.
2. You should deposit an amount of Rs.9,94,544/- latest by 16.09.2018.

3. You may also explain as to why you should not be debarred to participate in all future parking contracts.”

4. The petitioner was awarded a contract dated 05.05.2017 for managing the cycle/scooter parking at Palam Railway Station on an area measuring 414.7 sq. Mtrs. The license fee was fixed at ₹24,76,044/- for a period of three years from 01.08.2017 to 31.07.2020. The said fees was to be paid in quarterly tranches. Admittedly, the petitioner has defaulted in depositing the quarterly instalments. It is in this context that respondent no.2 has issued the impugned notice dated 14.09.2018. It is the petitioner’s case that the area allotted to him was not useful as a parking area. He further states that there was illegal parking at the site, which also adversely affected the revenue from the parking lot.

5. Mr. Jagjit Singh, learned counsel appearing for the respondents disputes the aforesaid contention. He states that there was some part of the allotted area that may not be a condition to be used, and on that basis, the respondents are ready and willing to give *pro-rata* reduction in the license fee. He further stated that the contract between the parties includes the Dispute Resolution Clause and in the event, petitioner has any dispute with the respondents, the petitioner is at liberty to take recourse to the contractual provisions.

6. It is apparent from the above, the matter of dispute is in the realm of a private law and no element of public law is involved in this petition. Further, in view of the admitted position that there is an Arbitration Agreement (Clause) between the parties, no interference is warranted with the impugned

order.

7. Having stated the above, this Court also notices that the stand of the respondents, that *pro-rata* reduction in the licence fee would be granted, does indicate that the respondents are willing to examine the issue and resolve the disputes. The impugned notice is not consistent with this decision. In this regard, it is directed that if the petitioner deposits the license fee as demanded in the impugned noticed dated 14.09.2018 within two weeks, the respondents shall treat the impugned notice as a show-cause notice and shall take a final decision after affording the petitioner an opportunity to be heard. In the event, the petitioner is aggrieved by the said decision, it would be open for the petitioner to take recourse to the Dispute Resolution Clause included in the contract between the parties.

8. The petition stand disposed of in the above terms. The pending application is also disposed of.

VIBHU BAKHRU, J

SEPTEMBER 24, 2018

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