

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

**CWP-30411-2018 (O&M)
Date of Decision:14.01.2019**

Kaushal Kumar

... Petitioner

Versus

Union of India & others

... Respondents

CORAM:- HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA.

Present: Mr. Puneet Sharma, Advocate for the petitioner.

...

TEJINDER SINGH DHINDSA, J. (ORAL)

As per pleadings on record, petitioner being a successful bidder was granted a contract for a period of one year in the first instance on 14.06.2016 for collection of bus stand fee (Adda Fee) at bus stand Zirakpur @ Rs.3300/- per day by the Punjab Road Transport Corporation. A copy of such agreement dated 14.06.2016 has been placed on record at Annexure P-3 (colly).

It is the categoric contention made by counsel that such contract has thereafter been extended and petitioner has a subsisting contract for collection of 'Adda fee' at bus stand Zirakpur with PRTC and which is valid upto 20.02.2019.

Counsel adverts to an order dated 11.06.2014 passed by the District Magistrate, SAS Nagar, Mohali (Annexure P-1) and in terms of which in ostensible exercise of powers conferred under the Punjab Motor Vehicles Rules, 1989, 'Adda Fee' was fixed from buses for the newly constructed bus stand Zirakpur at the following rates:

*“1. Bus passing or starting journey from the bus stand ---
Rs.40/- per bus per trip*

*2. Buses terminating journey at Bus Stand and starting
journey next day --- Rs.80/- per bus per over night halt*

*Mini buses shall be charged at the half rates mentioned
above.*

Sd/-

District Magistrate,

Sahibzada Ajit Singh Nagar.”

The short grievance raised in the instant petition is that the order dated 11.06.2014 (Annexure P-1) is being flouted with impunity by the Chandigarh Transport Undertaking inasmuch as the requisite 'Adda fee' is not being deposited inspite of the CTU buses either commencing their journey from Zirakpur bus stand or terminating such journey or by passing through the bus stand.

It is the case of the petitioner/contractor that as of date an amount of Rs.21 lakhs approximately is due from CTU.

Without even ascertaining the correctness of the averments made in the petition and without going into the issue of the competency/validity of the order dated 11.06.2014 at Annexure P-1 passed by the District Magistrate, SAS Nagar, Mohali, the instant petition is disposed of with a direction to respondent No.3 i.e. the General Manager, Chandigarh Transport Undertaking, Chandigarh to examine the claim set up by the petitioner against the backdrop of a legal notice dated 09.09.2018 (Annexure P-15) that is stated to have already been served upon respondent No.3.

While disposing of the instant petition, respondent No.3 is

directed to take a final view in the matter and to communicate the same to the petitioner.

It is, however, yet again clarified that this Court has not examined the claim set up by the petitioner on merits.

14.01.2019

harjeet

(TEJINDER SINGH DHINDSA)

JUDGE

- | | | |
|-----|----------------------------|--------|
| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |