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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ LPA 38/2019, C.M. APPL.2459/2019

DAYA SAGAR SHARMA Appellant
Through : Sh. Ajit Sharma and Sh. Hemendra
Jailiya, Advocates.

versus

SDMC AND ANR. Respondents
Through : Sh. Sandeep Bajaj and Sh. Soayib
Qureshi, Advocates, for SDMC.
Sh. Dhanesh Relan, Standing Counsel, for DDA
with Ms. Komal Sorout and Sh. Arindam Dey,
Advocates.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT
HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER
18.01.2019

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Issue notice. Sh. Sandeep Bajaj, Advocate and Sh. Dhanesh Relan, Advocate accept notice on behalf of SDMC and DDA respectively.

The appellant's grievance is that the learned Single Judge vacated an interim order which had enured in his favour, enjoining the Respondent/SDMC from handing over the parking site.

We have heard learned counsel for the parties. The appellant complains that despite previous orders which required the SDMC to consider his representations on the facts, especially with respect to his allegation that the road had been taken over by another agency (DDA) for development and that he was entitled to remission of license fee, no worthwhile consideration was given and that the representation was rejected.

This Court had granted an interim order and had also required a Local Commissioner to visit the site. Based upon the reports and the affidavit of the DDA, the impugned order vacating the interim order was made.

Learned counsel for the appellant submitted that the entire arrears of license fee could be paid to the respondent if that is the condition for restoration of the license. Learned counsel for SDMC submitted that the contract was cancelled and conceded that if the appellant was willing to pay the license fee, he shall obtain instructions for reversal of the cancellation order and restoration of the contract, subject to the payment of the arrears of license fee. This is without prejudice to the contentions of the parties and the outcome of the writ petition. Learned counsel for SDMC further submits that till the next date of hearing, no third party rights will be created and another parking contract would not be awarded.

In the light of this statement, we request the learned Single Judge to consider the submissions of the parties. The writ petition is accordingly directed to be listed before the learned Single Judge on 29.01.2019, who may then consider the appropriate order to be made in the proceedings.

All rights and contentions of the parties are reserved. The LPA is accordingly dismissed as withdrawn in terms of the above directions.

Order *dasti* under the signatures of the Court Master.

S. RAVINDRA BHAT, J

PRATEEK JALAN, J

JANUARY 18, 2019/AJK