

\$~16

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 7738/2019 & CM. Nos. 32111/2019 and 32112/2019
MS. TARANJIT SAPRA Petitioner
Through: Mr. Rohit Jain, Adv.
versus

SOUTH DELHI MUNICIPAL CORPORATION Respondent
Through: Ms. Mini Pushkarna, Standing
Counsel with Ms. Swagata Bhuyan,
Adv.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **08.08.2019**

CM. No. 32112/2019 (for exemption)

Exemption allowed subject to all just exceptions.

Application stands disposed of.

W.P.(C) 7738/2019 & CM. No. 32111/2019 (for Stay)

Present petition has been filed by the petitioner with the following prayers:

“It is, therefore, most respectfully prayed that this Hon'ble Court may kindly be pleased to allow Writ Petition under Article 226 of the Constitution of India by issuing;

a) writ of certiorari or any other appropriate writ, order, or direction for quashing and setting aside of the warrant of distress dated 23.5.2019 issued by respondent under section 156(1) of the Delhi Municipal Corporation Act, 1957 whereby bank account of petitioner bearing no.00922000016273 maintained with HDFC Bank, having branch at Greater Kailash, Part-I, New Delhi has been attached for recovery of the amount of Rs. 30,95,235/- allegedly due towards allotment of site

for maintenance/operation of Toilet Block located at DDA Market, Nehru Place, New Delhi;

b) writ of certiorari or any other appropriate writ, order, or direction for quashing and setting aside action of the respondent whereby fixed deposits bearing account no.00923500031027 being maintained with HDFC Bank, having branch at Greater Kailash, Part-I, New Delhi has been attached as mentioned in letter dated 3.6.2019 of HDFC Bank for recovery of the amount of Rs.30,95,235/- allegedly due towards allotment of site for maintenance/operation of Toilet Block located at DDA Market, Nehru Place, New Delhi;

c) writ of quo-warranto or any other appropriate writ, order, or direction to the respondent for disclosing before this Hon'ble court under which provisions of law they have attached the bank account as well as fixed deposits of M/s. Magnum International when per-se no amount is due towards either license fee or towards tax;

d) writ of mandamus or any other appropriate writ, order or direction thereby directing the respondent not to raise any demand on petitioner pertaining to allotment of contract for maintenance/ operation of Toilet Block located at DDA Market, Nehru Place, New Delhi vide allotment letter dated 1.7.2011 which stand expired on 17.7.2013;

e) writ of mandamus or any other appropriate writ, order, or direction for directing the respondent to issue no dues certificate to the petitioner with respect to allotment of contract vide allotment letter dated 1.7.2011 for maintenance/ operation of Toilet Block located at DDA Market, Nehru Place, New Delhi which stand expired on 17.7.2013; and

f) writ of mandamus or any other appropriate writ, order, or direction thereby directing the respondent not to blacklist the petitioner as an advertiser from the panel of registered advertiser, which amounts to prohibiting petitioner from participating in any future tender of respondent.

g) any such other and further order(s) as this Hon'ble Court may deem fit and proper be also passed in favour of petitioner and against the respondent in view of the facts and circumstances as narrated hereinabove, in the interest of justice.”

It is the submission of Mr. Rohit Jain, learned counsel appearing for the petitioner that a contract for maintenance and operation of toilet block at DDA Market, Nehru Place, New Delhi was awarded to the petitioner. The same expired on July 17, 2013 and thereafter the contract has not been extended. According to him, all of a sudden on May 23, 2019, warrant of distress has been issued for recovery of licence fee up to April, 2019.

Ms. Mini Pushkarna, learned Standing Counsel appearing for the respondent SDMC on advance notice states, respondent has decided to re-visit the matter by re-conciling the accounts. She states, in that regard a letter dated August 6, 2019 has been written to the petitioner calling upon him to attend the Office on August 13, 2019 at 2 PM. If that be so, the warrant of distress dated May 23, 2019 and the subsequent letter dated June 3, 2019 cannot be given effect to. It is ordered accordingly. If on reconciliation of the account, the petitioner has any grievance, he is at liberty to seek such remedy as available in law.

The petition stands disposed of.

V. KAMESWAR RAO, J

AUGUST 08, 2019/jg