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

+ W.P.(C) 7333/2016

% *Date of Decision: 21st November, 2019*

VIRENDRA PATIDAR

..... Petitioner

Through: Mr.Shivam Sharma, Adv. with
Ms.Meghna Mittal, Adv.

Versus

GOVERNMENT OF NCT OF DELHI & ORS Respondents

Through: Mr.Amit Peswani, Adv. for
Ms.Nandita Rao, Adv. for R-2/DJB.
Mr.Neeraj Jain, Adv. for R-5.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER

: **D. N. Patel, Chief Justice (Oral)**

1. This so-called public interest litigation has been filed with the following prayers:-

“(i) Issue Rule Nisi calling upon the Respondents as to why the compliance of CVC Guidelines as well as of the terms and conditions stipulated in the Notice Inviting Tender while awarding the Civil Contract by the Government Department/PSUs/ State Government/ Semi-Government Agencies shall be made mandatory and in return of the Rule and after hearing the Parties make the Rule absolute; and

(ii) May pass an order/direction for free, fair and impartial enquiry into the matter of awarding of aforesaid work contract to M/s. Chinar Shipping Corporation by Delhi Jal Board and on submission of report and on perusal may pass necessary and appropriate direction.

(iii) May further be pleased to direct the respondents to cancel the contract awarded without following the CVC Guidelines and terms and conditions stipulated in Notice Inviting Tender;”

2. Having heard the learned counsel for the parties and looking to the facts and circumstances of the case, it appears that the respondent Government had given a contract to respondent No.5 after following the procedure established by law.

3. Notice inviting tender was issued and bids of the bidders were verified and as per rules and regulations, the contract was awarded to respondent No.5.

4. We see no reason to interfere in a contractual matter even if there is breach of contract. Breach of contract or breach of guidelines is a matter of fact to be established before the competent trial Court by laying down cogent and convincing evidence. Without such type of cogent and convincing evidences on record, the breach of contract or breach of Central Vigilance Commission guidelines cannot be established by mere allegations in the writ petition or by relying on the annexures to the writ petition.

5. Accordingly, we see no reason to entertain this writ petition and that too as a public interest litigation. Hence, there is no substance in this writ petition and the same is hereby dismissed.

CHIEF JUSTICE

C.HARI SHANKAR, J

NOVEMBER 21, 2019

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