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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 10357/2018, CM No. 40362/2018**
MOHD AINUL

..... Petitioner

Through: Mr. Harpreet Singh, Adv. with
Ms. Suhani Mathur, Adv.

versus

SOUTH DELHI MUNICIPAL CORPORATION

..... Respondent

Through: Mr. Sandeep Bajaj, Adv. with
Ms. Aakanksha Nehra & Mr. Naman
Tandon, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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17.07.2019

1. The present petition has been filed by the petitioner with the following prayers:-

“It is, therefore, the most respectfully prayed that this Hon'ble Court may be pleased to:

(i) Call for the records of the case;

(ii) Quash and set aside the impugned letter dated 25.7.2018 and 30.5.2018 issued by the respondent;

(iii) Consequently, direct the respondent to adjust the monthly license fee dues of only Rs. 14,13,929/- from the security deposit of Rs. 18,05,358/- deposited by the petitioner with it and refund the excess/remaining balance amount;

(iv) Award costs in favour of the petitioner; and,

(v) Pass such other order(s) as may be deemed fit and proper in the interests of justice.”

2. In substance, the challenge of the petitioner is to the letters dated May 30, 2018 and July 25, 2018. Vide the letter dated May 30, 2018, the respondent has rejected the request of the petitioner for adjusting the security against the dues to be paid by the petitioner on account of running the parking site. He was called upon to deposit an amount of ₹14,13,929/-. Similarly, vide letter dated July 25, 2018, the respondent Corporation has conveyed its decision to forfeit the security deposit amounting to ₹18,05,358/- deposited against the parking site allotted to him and further blacklist the firm for a period of five years from the date of issuance of the said letter.

3. The only submission made by Mr. Harpreet Singh, learned counsel for the petitioner is, by drawing my attention to page 133 of the paper book, which is a speaking order with regard to one Mohd. Irshad, who according to Mr. Harpreet Singh, even though similarly placed like the petitioner, inasmuch as he had also failed to pay monthly license fee of twelve days, the security deposit in his case has not been forfeited. Mr. Harpreet Singh states, he is also entitled to the same party, inasmuch as the security deposit could not be forfeited by the respondent.

4. On the other hand, Mr. Sandeep Bajaj, learned counsel for the respondent states that no parity can be claimed by the petitioner herein inasmuch as in the case of Mohd. Irshad, there was an issue whether he paid a monthly license fee of twelve days i.e May 20, 2017 to May 31, 2017 plus interest thereon including the interest on delayed payment. The total

outstanding being ₹2,54,382/-. It was the view of the Department that for a minuscule amount of ₹2,54,382/-, it would not be appropriate forfeiting the security deposit of ₹14,10,000/-.

5. Having heard the learned counsel for the parties, the only submission made by Mr. Harpreet Singh does not appeal to the Court, in view of the facts already stated above. Suffice it would be to state, the petitioner cannot claim parity when the dues liable to be paid by the petitioner are to the tune of ₹21,82,835/- whereas the security amount forfeited is only ₹18,05,358/-. In other words, further amount is outstanding against the petitioner. Whereas in the case of Mohd. Irshad, the security deposit was much more than the amount due from him, which has been adjusted in his case. The parity sought is clearly unjustified.

6. I do not see any merit in the only submission made by Mr. Harpreet Singh. The writ petition is dismissed. No costs.

CM No. 40362/2018

Dismissed as infructuous.

V. KAMESWAR RAO, J

JULY 17, 2019/ak