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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 3564/2020

M/S PROACTIVE IN & OUT ADVERTISING PVT. LTD.

..... Petitioner

Through: Mr.Varun Singh, Ms.Deepti Arya,
Mr. Rishabh Rana and Mr. Akshay
Dev, Advs.

versus

DELHI TRANSPORT CORPORATION (D.T.C.) AND ANR.

..... Respondents

Through: Mr.Manish Vashisht, SC, with
Mr.Marashwy Jha, Ms.Urvi Kapoor,
Advs. for R1.
Mr.Shlok Chandra, Ms.Mansie Jain,
Advs. for R2.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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17.06.2020

This hearing has been held through video conferencing.

CM 12684/2020 (Exemption)

1. This application has been filed seeking exemption from filing duly notarised affidavits and affixing requisite court fee. Binding the deponent of the affidavit to the contents of the application, the exemption is granted.
2. Court fee shall be deposited online with the concerned authority within one week and physical stamp be filed within 72 hours from the date of resumption of regular functioning of the Court, as mandated in terms of Office Order dated April 04, 2020 issued by this

Court.

3. Application is disposed of.

W.P.(C) 3564/2020 & CM 12683/2020 (stay)

1. This petition has been filed challenging the demand letter/Memo dated 09.06.2020 issued by the respondent no.1 calling upon the petitioner to make the payment of the outstanding Monthly Licence Fee towards the Agreement dated 09.08.2019 executed with the respondent no.1 (hereinafter referred to as 'Agreement') for display of the advertisement as 'Bus Body Wraps' for the months of April, 2020 to June, 2020. The Impugned letter/Memo further threatens termination of the contract 'without any further reference' on failure of the petitioner to make the said payment.

2. The learned counsel for the petitioner submits that the DTC bus service was completely suspended due to the lockdown declared by the Central Government because of Covid-19 pandemic since March, 2020. It was only partially re-started with effect from 18.05.2020. Further, drawing reference to Clause 8 of the Agreement, he submits that the respondent no.1 was under an obligation to provide out-shed of bus fleet in the morning shift on working days of at least 90%. The respondent no.1 has till date not achieved this threshold. He submits that in view thereof, the respondent no.1 cannot seek the Licence Fee as demanded in the Impugned letter/Memo of demand.

3. On the other hand, the learned counsel for the respondent no.1 has drawn my reference to Clause 25 of the Agreement to submit that the petitioner be asked to first approach the Dispute Settlement

Committee for the settlement of the disputes raised by the petitioner. He, however, does not deny that the operation of the bus service was completely suspended till 18.05.2020.

4. I have considered the submissions made by the learned counsels for the parties and keeping in view that admittedly the bus service was completely suspended by the respondent no.1 during the period of the lockdown till at least 18.05.2020, in my opinion, the petitioner has been able to make out a good *prima facie* case in its favour.

5. In view of the submissions made, the respondent no.1 is directed to consider the contents of the present petition as a representation of the petitioner and decide on the same by way of a speaking order after giving an opportunity of hearing to the petitioner. The decision so taken, if adverse to the petitioner, shall not be implemented for a period of ten days from the communication thereof to the petitioner for the petitioner to avail of its legal remedies. During this period, the respondent no.1 shall not take any coercive steps for recovering the amount demanded in the Impugned letter/ Memo.

6. The petition is disposed of with the above directions.

NAVIN CHAWLA, J

JUNE 17, 2020
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