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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 4385/2020
PSL INFRATECH PVT LTD Petitioner
Through: Mr.P. Roychaudhuri, Adv.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA & ANR.
..... Respondents
Through: Ms.Maninder Acharya, Sr. Adv. with
Ms.Madhu Sweta, Ms.Raveena
Dewan, & Mr.S.K. Maniktala, Advs.
for NHAI.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **21.07.2020**

This hearing has been held through video conferencing.

CM No.15784/2020 (Exemption)

Allowed, subject to all just exceptions.

W.P.(C) 4385/2020 & CM No. 15783/2020

1. This petition has been filed by the petitioner feeling aggrieved of the letters dated 02.06.2020 and 26.06.2020 issued by the respondent no. 1 directing the petitioner to deposit the agreed remittance fee along with penal interest in relation to its Contract dated 27.05.2019 for the Manoharabad fee plaza at Km 443.713 for the section from Km 419.793 - Km 481.331 (Chegunta-Bewenpally) of NH-7 in the state of Telangana (Under PIU-Nirmal).
2. The learned senior counsel appearing for the respondents submits that the claim of the petitioner under Clause 25 of the Contract Agreement is

being settled by the respondents and an order thereon shall be passed. She submits that during this period, no coercive action shall be taken against the petitioner for enforcing the Impugned Letters dated 02.06.2020 and 26.06.2020.

3. In view of the submissions made, the present petition is disposed of granting liberty to the petitioner to challenge the order that may be passed by the respondents on the claim of the petitioner under Clause 25 of the Agreement, if the petitioner is aggrieved thereby, in accordance with law. In the meantime, as submitted by the learned senior counsel for the respondents, it shall not enforce the letters dated 02.06.2020 and 26.06.2020.

4. As the claim of the petitioner under Clause 25 of the Agreement is yet to be decided by the respondents and having noted the scheme of Clause 25 of the Contract Agreement, it is directed that pending such decision and for a period of one week thereafter, no coercive action shall be taken by the respondents against the petitioner for the recovery of any claimed amount for the period in dispute. In the interregnum, the petitioner, in case it is yet to achieve 90% of the traffic in pre-lockdown period (as stipulated in Circular/Guidelines dated 28.05.2020 of the respondent no. 1), shall continue to deposit with the respondent no. 1, the admitted toll collected at the toll plaza in question after deducting the retention amount as claimed by it during this period. On achieving 90% of traffic, the petitioner shall deposit the amount strictly in accordance with the Contract Agreement with the respondent no. 1, from the date that the petitioner achieved such benchmark. Arrears, if any, of this amount shall be deposited by the petitioner with the respondent no. 1 within one week from today.

5. The petition is disposed of in the above terms, with no order as to

costs.

JULY 21, 2020/*rv*

NAVIN CHAWLA, J