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

+ W.P.(C) 6210/2020 and C.M. No. 22247-48/2020

RANCHOR INFRA DEVELOPERS PVT LTD Petitioner

Through: Mr. Abdhesh Chaudhary, Mr. Anurag
Dubey and Mr. Maneesh Dubey, Advocates.

versus

NATIONAL HIGHWAY AUTHORITY OF INDIA Respondent

Through: Mr. Sudhir Nandrajog, Sr. Advocate
with Ms. Padma Priya, Advocate and
Ms. Nitika Sharma, Advocates.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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10.09.2020

HEARD THROUGH VIDEOCONFERENCING

1. The petitioner is aggrieved by the Tender Notice dated 14.8.2020, issued by the respondent/NHAI for collection of user fee for Gudipada Toll Fee Plaza, NH-5, Odisha, on the ground that the respondent has already engaged it as a Collection Agent for the said Toll Plaza for a period of three months i.e., from 15.7.2020 to 15.10.2020, in terms of a contract dated 13.7.2020.

2. Mr. Chaudhary, learned counsel for the petitioner states that the petitioner had no doubt applied as a Bidder in respect of the NIT dated 01.9.2020 but the M/s Line Infra Projects Pvt. Ltd. has emerged as a highest bidder. Now the petitioner has gained knowledge that the respondent/NHAI is planning to oust it pre-maturely from the work of user fee collection by

awarding the Tender to H-1.

3. Mr. Nandrajog, learned Sr. Advocate appearing for the respondent/NHAI draws the attention of this court to the NIT dated 23.6.2020, issued by the respondent inviting E-quotations for the subject Toll Plaza, which the petitioner had bagged to state that the same had clearly stated in the first para itself that the said appointment would be for a period of three months or till appointment of a new agency by NHAI, whichever is earlier. He submits that on similar lines is the Contract Agreement dated 13.7.2020, executed between the petitioner and respondent wherein para 2, which refers to the 'period of contract', clearly states that the contract shall be for a period of three months or till the Plaza is handed over to the other collection agency, as per directions issued by the respondent, whichever is earlier.

4. Mr. Chaudhary, learned counsel for the petitioner refers to Clause 35 of the same contract, which spells out the termination clause, to urge that even if the respondent/NHAI is entitled to terminate the contract without any reason, it is required to give seven days prior notice in writing to the petitioner and no such notice has been served on the petitioner till date.

5. The aforesaid submission was however, disputed by Mr. Nandrajog, Senior Advocate, who had stated on instruction from Ms. Padma Priya, Advocate appearing for the respondent/NHAI that the seven days prior notice in writing was drafted only yesterday and it has been dispatched through courier to the petitioner this morning and an email to the said effect has already been served on the petitioner. As the said fact was not to the knowledge of learned counsel for the petitioner, the matter was passed over to enable him to obtain instructions.

6. On the second call, learned counsel for the petitioner confirms that his client has received a notice of termination of contract by the NHAI at 11.30AM this morning. He states that it may be clarified that the petitioner will not be ousted till the expiry of seven days reckoned from today. Mr. Nandrajog, Sr. Advocate assures this Court on instructions that the respondent/NHAI has no such intention.

7. In view of the above developments, no further orders are required to be passed on the present petition, which is accordingly disposed of along with the pending applications.

HIMA KOHLI, J

SUBRAMONIUM PRASAD, J

SEPTEMBER 10, 2020

ap/rkb