

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

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Reserved on: 18th October, 2019

Decided on: 6th May, 2020

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CS(COMM) 719/2017

MR. RAJNISH YADAV

..... Plaintiff

Represented by: Mr.Moni Cinmoy, Mr.Kumar
Gaurav, Advocates

versus

THE NORTH DELHI MUNICIPAL CORPORATION..... Defendant

Represented by: Mr.Sunil Goel, Standing Counsel for
NDMC

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

1. By the present suit, plaintiff seeks decree in favour of the plaintiff and against the defendant for an amount of ₹ 1,41,33,670/-along with interest @ 18% per annum from the date of filing of the present suit till the date of actual payment.

2. Summons in the present suit were issued on 24th October 2014 and vide order dated 3rd April 2018, following issues weresettled: -

i. *Whether the plaintiff is entitled to a money decree against the defendant, if so for what amount? OPP*

ii. *Whether the plaintiff is entitled to interest, if so at what rate and for what period? OPP*

iii. *Relief.*

3. Briefly stated, case of the plaintiff is that he is a duly registered Class- I contractor, under the name Bharat Construction Company, a

proprietorship firm with the Municipal Corporation of Delhi. The plaintiff was awarded construction work of outfall drain from A-74, Phase-I, Naraina Industrial Area to DTC Nallah at Loha Mandi Naraina in Karol Bagh Zone vide work order No. EE-Project Karol Bagh/SYS/2011-2012/14 dated 10th February 2012. The contractual amount of the work was Rs. 4,05,26,960 and the time for completion was of 6 months.

4. Details of the of the work order awarded to the plaintiff are:

Tender Amount	Rs.2,78,72,737/-
Contractual Amount	Rs.4,05,26,960/-
Percentage Rates	@ 45.40% Above
Time of completion	6 Months
Scheduled date of start	20.02.2012
Scheduled date of completion	19.08.2012
Actual date of start	14.02.2012
Actual date of completion	04.05.2015

5. Claim of the plaintiff in the plaint is that as per the work order, the plaintiff deployed the men, materials and tools at the site within a period of ten days from the date of the work order. The plaintiff, vide letter dated 12th June 2012, informed the defendant regarding appointment of a Civil Engineer and a diploma holder in connection with the work awarded to the plaintiff. The defendant being fully aware of the hindrances at the site, vide letter dated 28th August, 2012, unilaterally chose to grant provisional extension of time up to 30th November 2012 to the plaintiff for completion of the work. The time was further extended up to 31st August 2013 vide letter dated 9th May 2013. The defendant had cleared the bill towards

escalation of cement and steel as per Clause 10 CA of the agreement, entered into between the parties.

6. Plaintiff further claims that he carried out the work despite hindrances which were within the knowledge of the defendant and were duly recorded in the hindrance register and were counter signed by the representatives of the defendant as token of acceptance. In this respect, the defendant vide letter dated 29th August 2013, further unilaterally granted provisional extension of time to the plaintiff upto 30th November 2013. Again, vide letter dated 23rd January 2014, the defendant, suo-moto, granted provisional extension of time to the plaintiff upto 31st March 2014. The work was completed to the satisfaction of the defendant on 04th May 2015. The plaintiff, vide letter dated 12th May 2015, submitted its final bill along with all the claims. The defendant made payment of the 8th, 9th and 10th R/A bills of the plaintiff, however, the final bill along with other claims of the plaintiff was not paid. The plaintiff repeatedly followed up with the defendant regarding clearance of the final bill as also amounts as per Clause 10 CC of the agreement and expenditure incurred on account of prolongation of the work, however, in vain.

7. Aggrieved by the non-payment of the final bill amount as also other amounts, due and payable by the defendant, the plaintiff, sent a legal notice dated 15th April 2017 to the defendant thereby demanding amounts as enumerated below, however, even after receipt of the said legal notice, the defendant failed to pay any amount to the plaintiff, hence the present suit:

*“That my client is entitled to payments from you the addressee,
the details of which are as under :-*

- a. *Final bill (including payment made at part-rate and rectification of earlier bill)* Rs. 83,349/-
- b. *Calculation as per Clause 10 CC* Rs. 51,09,949/-
- c. *Expenditure on account of prolongation of work (Civil Engineers -1 degree and 1 diploma holder)* Rs. 17,60,000/-
- d. *Refund of Security Deposit* Rs. 30,00,000/- (appx.)

Total Rs.99,53,298/- ”

8. In the written statement, the defendant took the plea that after considerable time from the completion of work, some disputes were raised by the plaintiff, inter alia, for non-payment of final bill, escalation under Clause 10 CC and that there were hindrances, however, the entire claims of the plaintiff were without any basis. Provisional extension of time was granted to the plaintiff so as to complete the work despite the fact that the plaintiff failed to execute the work with requisite speed, quality and work mentioned. The plaintiff submitted various bills and one bill under Clause 10 CA which were duly paid to the plaintiff. An aggregate amount of Rs.3,55,93,738/- with respect to the work in question with break-up as under, were paid to the plaintiff:-

<i>1st Running Bill</i>	<i>Payment made on 28/3/2013</i>	<i>₹ 38,72,629/-</i>
<i>2nd Running Bill</i>	<i>Payment made on 19/9/2013</i>	<i>₹ 31,37,579/-</i>
<i>3rd Running Bill</i>	<i>Payment made on 31/3/2014</i>	<i>₹ 16,30,053/-</i>
<i>4th Running Bill</i>	<i>Payment made on 31/3/2014</i>	<i>₹ 12,97,118/-</i>
<i>1st 10 CA Bill</i>	<i>Payment made on 31/3/2014</i>	<i>₹ 1,30,061/-</i>

<i>5th Running Bill</i>	<i>Payment made on 21/10/2014</i>	<i>₹ 7,06,580/-</i>
<i>6th Running Bill</i>	<i>Payment made on 02/12/2014</i>	<i>₹ 44,05,217/-</i>
<i>7th Running Bill</i>	<i>Payment made on 31/3/2015</i>	<i>₹ 76,18,979/-</i>
<i>8th Running Bill</i>	<i>Payment made on 01/12/2015</i>	<i>₹ 65,58,813/-</i>
<i>9th Running Bill</i>	<i>Payment made on 14/3/2016</i>	<i>₹ 58,30,716/-</i>
<i>10th Running Bill</i>	<i>Payment made on 17/8/2016</i>	<i>₹ 4,05,993/-</i>
<i>11th Running Bill</i>	<i>Bill prepared on 19.1.2017 but not passed due to non-approval of Extra Item/substitute Item/3rd Party (NCCBM) report not available.</i>	
<i>Total</i>		<i>₹ 3,55,93,738/-</i>

9. The defendant also took the plea that the suit was barred by limitation under Section 478(2) of the Delhi Municipal Corporation Act, 1957 (for short, the 'DMC Act'). The limitation for filing of the suit was six months; the cause of action having arisen on 4th May, 2015 when the work was completed as per the own showing of the plaintiff, thus, the suit ought to have been filed on or before 3rd November, 2015. The suit was also barred in view of the express Clauses in the general conditions of Contract, prohibiting such claims such as Clauses 7, 9, 9A, 13, 17, 29 & 45. The defendant also challenges the pecuniary jurisdiction of this Court to entertain the suit as it is claimed that the plaintiff deliberately inflated the claims to a sum of ₹ 1,41,33,670/- plus interest for the suit to fall within the pecuniary jurisdiction of this Court.

10. After hearing the parties, the issues as noted above, were settled in the suit on 3rd April, 2018 whereafter, the plaintiff and the defendant, both examined one witness each.

11. As regards the preliminary objection of the suit being barred by limitation, learned counsel for the defendant has relied upon Section 478(2) of the DMC Act. Section 478 of the DMC Act reads as under:-

“478. Notice to be given of suits.—(1) No suit shall be instituted against the Corporation or against any municipal authority or against any municipal officer or other municipal employee or against any person acting under the order or direction of any municipal authority or any municipal officer or other municipal employee, in respect of any act done, or purporting to have been done, in pursuance of this Act or any rule, regulation or bye-law made thereunder until the expiration of two months after notice in writing has been left at the municipal office and, in the case of such officer, employee or person, unless notice in writing has also been delivered to him or left at his office or place of residence, and unless such notice states explicitly the cause of action, the nature of the relief sought, the amount of compensation claimed, and the name and place of residence of the intending plaintiff, and unless the plaint contains a statement that such notice has been so left or delivered.

(2) No suit, such as is described in sub-section (1), shall, unless it is a suit for the recovery of immovable property or for a declaration of title thereto, be instituted after the expiry of six months from the date on which the cause of action arises.

(3) Nothing in sub-section (1) shall be deemed to apply to a suit in which the only relief claimed is an injunction of which the object would be defeated by the giving of the notice or the postponement of the institution of the suit”.

12. Thus, it has to be seen whether the present suit filed by the plaintiff is an actionable claim under Section 478 of the DMC Act or the claim in the suit is by virtue of an agreement between the two parties legally competent to enter into an agreement. The present suit filed is purely on a contractual

obligation between the parties and cannot be termed to be pursuant to an act done or purported to have been done or in pursuance to the DMC Act or the rules/regulations or bye-laws there-under, and hence, the period of limitation applicable for filling the suit would be three years from the date when the work is done as provided under Article 18 of the Limitation Act, 1963. Admittedly, as per both the parties, the work was completed on 4th May, 2015 and the present suit has been filed within the period of limitation of three years, hence, the suit cannot be held to be barred by limitation.

13. The plaintiff tendered his evidence by way of affidavit vide Ex. PW-1/A. The work order No. EE Project Karol Bagh/SYS/2011-2012/14 dated 10th February 2012 was proved as Ex. P-1. The letter dated 12th June 2012 along with the letter dated 11th April 2012 and certificates of the Civil Engineer and diploma holder were proved as Ex. PW-1/1 (colly.). Letters dated 28th August 2012, 9th May 2013, 29th August 2013, 13th November 2013 and 23rd January 2014 granting provisional extension of time were proved as Ex. P-2, Ex. P-3, Ex. P-5, Ex. P-6 and Ex. P-7 respectively. The file noting pertaining to the bill towards escalation of cement and steel as per Clause 10 CA of the agreement was proved as Ex. P-4. The final bill along with all the claims and the letter dated 12th May 2015 were proved as Ex. PW-1/2 (colly.). The legal notice dated 15th May 2017 was proved as Ex. PW-1/3. In his cross-examination he stated that there were ten running bills prepared by the plaintiff in execution of work order and he also issued a final bill and the same was not cleared. The running bills were prepared by the Junior Engineer of defendant corporation. He stated that he was not required to apply for extension of time since the delay was at the end of the defendant as the clear site was not handed over on time to the plaintiff. A

physical inspection was carried out by him after the grant of work order wherein it was found that there was encroachment in forms of slums. The defendant was supposed to provide a site, free from all encroachment, however, encroachment in the form of slums was removed belatedly by the defendant. Further delay was caused because of an unauthorized building (A-74, Naraina Industrial Area, Phase-II, Loha Mandi) on the site which was to be demolished by the defendant. However, the said building was never demolished which caused delay. There were certain extra items, though not forming part of the contract, for which approval was required from the defendant and there was delay on the part of the defendant in granting approval qua the extra items. The officials of Northern Railways without any reasonable cause removed the culverts at the site and the same was immediately reported to the officials of the defendant. Further delay of six months was also caused due to the fact that the proposed drain was supposed to flow through a land which belonged to the Northern Railway. Since there was a dispute as to whether the drain can be constructed on the land belonging to railway, and clearance/permission was required from the defendant to this effect, there was an unreasonable delay in resolving the said issues. Certain material was to be carried at the site through the land owned by Railways and for which permission was required from them. The grant of permission by the railways was time consuming, which caused delay and the same were mentioned in the Hindrance Register and Site Order Books. The drawings prepared for construction of Outfall drain under the present contract by the defendant did not show that the building on plot No. A-74, Naraina Industrial Area, Phase II, Loha Mandi, was coming in the way of construction.

14. Plaintiffs witness in his cross-examination stated that there was no condition in the contract or otherwise that the defendant was under an obligation to approve the extra items. However, the Chief Engineer of Defendant Corporation granted approval towards the extra items which is also mentioned in the Site Order Book. Northern Railway did not issue any letter objecting the work under the present contract. The compensation paid under Clause 10CA is on account of escalation in the prices of materials and under clause 10CC is on account of escalation in the wages of labors. There is no such document on record showing the quantum/amount of wages actually paid by him to the labour employed for the work. He did not employ any labour on salary/regular employment rather hired the laborer's directly on daily wages as and when required. He did not produce any Bank Account statements/Passbook showing the amounts actually paid as wages. Neither did he file any documents in the court record showing that there was any escalation in the prices of the materials used by him for execution of this work nor did he file any bills by which he purchased the material for the execution of this work. He did not given any details/break up of Rs. 83,349/- claimed by him under Claim(a). He had not applied for extension of time in the prescribed performa after the work was completed. However, he was not required to apply for extension of time as the delay was on the part of defendant. The Income Tax Returns with their respective balance sheets for assessment years 2013-14, 2014-2015, and 2015-16, were proved as Ex.-PW1/DX-1, Ex.-PW1/DX-2 and Ex.- PW1/DX-3, respectively. 8 pages of MB No. 45295 as produced by the witness were proved as Ex. PW1/DX-4. Sum of Rs. 83,349/- comprises of full payment of extra items and also payment on account of amount which was withheld due to part payment made of the

running bill raised by him and no reason was given by the defendant on account of the refusal of non-payment of the said amount. The payment of the said bills were made after 12th May 2015. He was not required to take any approval of extra items from the competent authority. The extract of CPWD manual as shown to the witness and confirmed by him was exhibited as Ex.PW-1/DX-5. In cross-examination qua Claim No. (c) for salary of one Civil Engineer (Degree Holder) and one Engineer (Diploma Holder) he stated only a single person carried on as Civil Engineer (Degree Holder) for entire duration of 32 months. Only a single person carried on as Civil Engineer (Diploma Holder) for entire duration of 32 months. Mr.Gaurav Pal was the Civil Engineer (Degree Holder) and Mr.Amit Wason was the Engineer (Diploma Holder). Plaintiff issued appointment letter in favour of said persons, however he did not have the record of the same. These persons were employed only for the contract in question and were not working with him prior to the commencement of this contract. He did not remember the exact date and month of the abovementioned persons continued to be employed with plaintiff company, however they continued to work for him till the year 2015. He further does not remember the period for which he is claiming the salaries in respect of the aforesaid two persons. However, it may be from April, 2012 till somewhere in 2015. The cost with respect to salary of staffs/employees was factored in only for the duration of the contract. Any cost towards the salary beyond the contractual period was not factored in the bid. The plaintiff intimated the names, qualifications etc. of the Engineers alongwith their certificates before commencement of the work as required by clause 36(i) of the terms and conditions of the agreement of contract vide letter dated 12th June 2012. There is no material showing that the said two persons were actually

present at the site every day during the construction activities. However, the Hindrance Register carried their signatures at some places. No material is placed on record showing that Sh. Amit Wason and Mr. Gaurav Pal were actually available at the site during all stages of execution of work including during recording/checking/test checking of measurement of work as required by clause 36(i).

15. The defendant tendered his evidence by way of an affidavit vide Ex. DW-1/A. He relied upon the agreement dated 10th February 2012 which was proved as Ex. RW-1/1. The administrative approval for the present work order was granted by the defendant on 15th June 2010 and the Notice Inviting Tender was issued vide NIT No. 07-1/EE(pr)/TC/KBZ/11-12 dated 21st October 2011. The work was awarded to the plaintiff vide work order dated 10th February 2012. As per the record the actual date of commencement of work was 14th February and completion was 4th May 2015. Prior to commencement of work under any work order, Siter Register, Hinderance Register and Drawing Register are prepared. The amended clause 10 CC was proved as Ex. RW-1/2. In his cross-examination he stated that there were ten running bills which were paid and cleared. While making the calculation under clause 10 CC, the basis has to be the Wholesale Price Index and the rate of material notified by the Ministry of Commerce and Industry from time to time. He further stated that neither the hindrance register was available with him nor the same was traceable at his office and the hindrances encountered during the execution of the work cannot be specified. The first bill of escalation under Clause 10 CA amounting to Rs. 1,39,851/- was paid by the defendant to plaintiff after deduction of Income Tax, VAT and Labour Cess. The net amount paid was Rs. 1,30,061/- . As per the practice, contractor submits the bill for

escalation under different clauses and department clears the same after checking. In the present case only one bill was submitted by the contractor and same was paid. The department calculated the amount under Clause 10CA upto 10 running bills and gross amount upto 10th running bill was Rs. 3,53,877/-. The net amount payable was Rs. 2,14,026/- after deduction of Rs. 1,39,851/- with respect to first bill already paid. The same was required to be checked from the planning department. No action was taken by the department regarding Clause 2 and 3 of the agreement. The plaintiff never wrote to the department regarding extension of time for completion of work. The extract from the CPWD Manual containing Section 33.10(2) were proved as Ex. PW-1/DX5.

16. *a. Claim on account of the non-payment of final bill.*

(i) Case of the plaintiff is that the defendant miserably failed to clear the pending bill of the plaintiff and thereby committed breach of the terms of the agreement. As per Clause 9 of the agreement, the plaintiff submitted the final bill and pursuant thereto the measurement of the final bill was taken and recorded, however the payment of the final bill were not made. The defendant was under a contractual obligation to make the payment of the running and final bills within a stipulated period. The plaintiff made number of oral requests in this regard, however in vain. The plaintiff was entitled to receive a sum of Rs. 83,349/- under this claim. Further the said amount is mentioned in Ex. DW-1/PX-2(colly) and DW-1 has also admitted to the said amount being due towards plaintiff in his cross-examination.

(ii) As per the defendant the claim on account of non-payment of the final bill was denied by the defendant on the account that all the bills were

required to be prepared by the contractor and were to be submitted to the Department. However, the plaintiff failed to do the same. Therefore, the bills were prepared by the department except the 10 CA bill submitted by the plaintiff which was paid to him on 31st March 2014. It was further contended that no bill was submitted by the plaintiff and same is admitted by the plaintiff in his cross examination. The plaintiff further failed to apply for the Extension of time, which he was required to apply on a prescribed Performa. Pursuant to the approval of the EOT by the competent authority, the final bill is released. This whole exercise was not done for the reasons solely attributable to the plaintiff. Further, the plaintiff has not given any details of the amount of Rs.83,349/- claimed by him under this claim nor he has put any material on record to support its claim. Reliance is placed upon *Ram Prakash v. North DMC* (FAO 313/2013) decided by this Court.

(iii) In respect of claim 'a' the record reveals that the plaintiff in his cross-examination admitted that after receiving the payments of 8th, 9th and 10th bill on 1st December 2015, 14th March 2016 and 17th August 2016 respectively he did not write any letter to the defendant for releasing any such amount and he further admitted that no details or breakup of amount Rs.83,349/- was mentioned by him in Ex. PW-1/2 (colly). Para 4 of the Work order required the plaintiff contractor to obtain prior permission of competent authority to execute any extra item. No such permission was also sought by the plaintiff in this regard. Thus, the money under claim 'a' cannot be awarded to the plaintiff for the reason the plaintiff neither submitted the breakup or details of the expenditure on this count, nor any prior permission was sought to execute any extra items.

b. Claim on account of escalation under Clause 10 CC of the agreement entered into between the parties.

- (i) According to the plaintiff, there was a delay of almost three years by which time the price of materials as also wages increased manifold and as such the plaintiff was entitled for the compensation on that account. The defendant granted provisional extension of time to the plaintiff for completion of work. The extended period of the contract was added to the period of completion of the work thereby making Clause 10 CC of the agreement applicable. The amount of escalation was to be calculated as per Clause 10 CC of the agreement. The amount on account of escalation under Clause 10 CC of the agreement was calculated as Rs. 51,09,949/-. The defendant neither in its written submission nor in its evidence has challenged the computation of the said amount of Rs. 51,09,949/- and as such the said amount is deemed to be admitted by the defendant in his cross-examination. Further the hindrances at the site and consequent breach of terms and conditions is an admitted fact as evident from the cross-examination of the defendant.
- (ii) According to the defendant, the claim on account of escalation under Clause 10 CC of the agreement entered into between the parties was denied for the reason that defendant was constrained to grant provisional extension of time to the plaintiff in the interest of the work and in order to keep the contract alive.
- (iii) A perusal of the record reveals that the plaintiff never applied for extension of time, as required under Terms and conditions / CPWD manual. The Claim raised under Clause 10 CC is not maintainable as the compensation under Clause 10 CC for escalation in prices

and wages is applicable only if stipulated period of completion is more than 18 months as per Section 33.10(2) CPWD Manual. The stipulated period for the work in question was six months, that is, less than eighteen months. Consequently grant of claim under clause (b) cannot be granted.

c. Claim on account of expenses incurred due to prolongation of the work

- (i) Plaintiff claims that as per the work order the scheduled date of start of work was 20th February 2012 and was to be completed by 19th August 2012. Even after the start of the work, the work was delayed on account of hindrances at the site as also recurring from time to time and on which count the men, materials and tools of the plaintiff lay idle at the site. The defendant assured the plaintiff that the hindrances would be removed and as such the plaintiff had no other option but to deploy his men, materials and tools at the site hoping that the defendant would play the reciprocal part of the agreement. The defendant failed to adhere to the terms and conditions of the agreement and the work which was for a duration of six months was completed on 04th May 2015, i.e., after a delay of more than 32 months. The plaintiff is therefore entitled to claim on account of expenditure incurred towards following:

<i>1 Civil Engineer (degree holder) @ Rs. 30,000/- p. m. for 32 months</i>	<i>Rs. 9,60,000/-</i>
<i>1 Engineer (diploma holder) @ Rs. 25,000/- p. m. for 32 months</i>	<i>Rs. 8,00,000/-</i>
<i>Total</i>	<i>Rs. 17,60,000/-</i>

- (ii) According to the defendant the claim on account of expenses incurred due to prolongation of the work was denied for the reason that the plaintiff failed to produce any proof with respect to any hindrances at site. It was further denied that the defendant assured the plaintiff that the hindrances shall be removed, as there were no hindrances at site. Therefore, the plaintiff was not entitled to the amount of Rs. 17,60,000/- as claimed as all the legitimate expenses were paid under Clause 10 that is Rs. 1,30,061/-. Reliance is placed upon the decision reported as 2016 (1) ArbLR 196 (Delhi) Delhi Jal Board v. Dev Raj Kataria.
- (iii) A perusal of the record does not show any material or evidence to prove the fact that the plaintiff was paying salaries to the two Engineers nor the details as to how much salaries have been paid are mentioned. Plaintiff in his cross-examination gave two names which were not pleaded in the plaint nor he could produce their appointment letters. Further the plaintiff failed to prove the letters dated 11th April 2012 and 12th June 2012 intimating defendant about employment of one Gaurav as degree holder and Amit Wason as diploma holder engineer respectively. Moreover, no document has been placed on record proving the presence of these two engineers at the site and this fact is admitted by the plaintiff in its cross-examination. Further, plaintiff has no evidence to prove that the two Engineers were doing the work only on this project. Hence, the plaintiff is not entitled to a decree in respect of claim on account of expenses incurred due to prolongation of the work.

d. Claim on account of refund of earnest money/security deposit.

- (i) According to the plaintiff, the said work was awarded to the plaintiff and as per the NIT, the plaintiff deposited the earnest money. Thereafter the defendant was deducting security deposit amount from the running bills. The earnest money/security deposit amounting to Rs. 30,00,000/- was to be released within six months of the completion of the work which is the defect liability period. However, the defendant miserably failed to pay the same and as such the plaintiff was entitled for the refund of the same. The work was to be completed by 19th August 2012 however due to the hindrances and the breach caused by the defendant the work was completed after a lapse of 32 months that is on 4th May 2015.
- (ii) According to the defendant, claim of refund of earnest money/security deposit was denied as Clause 17 prohibits refund of security deposit before the expiry of 12 months after issuance of certificate of completion of work. Further, the plaintiff failed to apply for the extension of time, therefore there was no question of any approval of extension of time by the competent authority, and in such an event, the security cannot be released.
- (iii) The onus to prove the facts leading to this claim was also on the plaintiff. There is no material on record to show that the plaintiff applied for the Extension of time in prescribed proforma as required by Clause 5.3 whereby the plaintiff was to apply for extension of time within 14 days of happening of the event causing delay. Rather it is the case of the plaintiff himself that he did not apply for extension of time and the defendant unilaterally extended the time. Clause 45 further prohibits refund of security deposit

until the contractor produces any clearance certificate from the Labour Officer, which was not produced by the plaintiff. Further there is no material to show that the plaintiff complied with the requirements pertaining to labour and staff as laid down in Clauses 19 to 19(k) of the terms and conditions of the contract. Merely because the defendant unilaterally extended the time for completion work, it cannot lead to the inference that the delay was on account of the defendant. Plaintiff having not complied with the necessary formalities, no case is made out for refund of the security amount. Hence the claim of the plaintiff to this extent is also declined.

e. Claim on account of interest @ 18% p.a. on all the above-mentioned amounts.

(i) Plaintiff having not been granted any relief qua claims 'a' to 'd', no interest can be granted to the plaintiff.

17. In view of the discussion aforesaid, the suit is dismissed. No order as to costs.

(MUKTA GUPTA)
JUDGE

MAY 06, 2020
Sk/akb