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

+ **W.P.(C) 7443/2020 and C.M. No. 24868/2020**

KARAMBIR KHATRI & ORS.

..... Petitioners

versus

EAST DELHI MUNICIPAL CORPORATION
& ANR.

..... Respondents

+ **W.P.(C) 10845/2020 and C.M. No.34015/2020**

SAI INTERPRISES

..... Petitioner

versus

EAST DELHI MUNICIPAL CORPORATION
& ANR.

..... Respondents

Through:

Ms. Anusuya Salwan, Ms. Nikita Salwan, Mr. Abhishek Pundir,
Mr. Bankim Garg & Mr. Chaitanya Bansal, Advocates for the
petitioners in W.P.(C) 7443/2020.

Mr. Anil Sapra, Senior Advocate with Mr. Akshay Sapra &
Mr. Sarthak Katyal, Advocates for the petitioner in W.P.(C)
10845/2020.

Mr. Gaurang Kanth, Standing Counsel with Ms. Biji Rajesh &
Mr. Shreesh Chadha, Advocates for respondent No. 1/ EDMC.

Mr. Maninder Singh, Senior Advocate with Ms. Nidhi Mohan
Parashar, Mr. Prabhas Bajaj & Ms. Meghna Jandu, Advocates for
respondent No.2.

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

08.02.2021

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1. We are happy to note that after much negotiations, the parties have

arrived at a settlement with a view to mutually work out their contracts in an integrated manner.

2. The terms & conditions on which the two parties shall now perform their works under their respective contracts, i.e. Tender 1 in favour of the petitioners and Tender 2 in favour of respondent No. 2, are the following:

"1. Respondent No. 1 has agreed to utilize 290 Auto Tippers upto the period of the contract of the Petitioners, bifurcating the utilization of Auto Tippers in 2 parts. 150 Auto Tippers to be used by EDMC & 140 Auto Tippers to be utilized by the Respondent No. 2. under the terms and conditions contained in Tender 1

2. Respondent No. 1 shall engage 150 Auto Tippers of the Petitioners on the same terms and conditions as of Tender -1.

3. It is agreed that 140 Auto Tippers shall be integrated in the work of the Respondent No. 2 under Tender-2 on the following terms—

i. The Petitioners would operate on the routes decided by the Respondent No. 2 and under the general instructions of the Respondent No. 2. The supervision of Tender 1 would be under a Nodal Officer appointed by the EDMC – Sh. YVVJ Rajshekhar IAS, Deputy Commissioner Shahdara (North). Moreover, in case of any dispute between the Petitioners and Respondent No. 2 the same shall be resolved by the Commissioner, EDMC or any person nominated by the Commissioner. In terms of the contract the GPS Data and Bio Metric Attendance Data collected by the Petitioners shall be shared with the Nodal Officer on a regular basis.

ii. The monitoring of the Auto Tippers of the Petitioners should be done by R-1 as they are doing for R-2 and the Petitioners should in no way be subjected to monitoring/penalties etc. by Respondent No. 2. Penalty will be as per Tender 1, to be imposed by Respondent No. 1. No

penalty for any work done by Petitioners shall be levied on Respondent No. 2.

iii. That the Petitioners will be performing the contract as per the applicable rules including the EDMC Waste Management Byelaws 2017 and as per Clause 3.3 of the Appendix 8 and Clause 1, Appendix 9 of the Tender 1. The costs of modification shall be borne by the Petitioners in compliance with Clause 1.17.1.2, Service Level Agreement of Tender 1.

iv. The contract rates will continue as per Tender 1.

v. The term of contract shall be in terms of the Tender Condition and respective work orders.

vi. R-1 will continue to make the payment as per Tender 1. Termination notices be withdrawn. Respondent No.2 shall be carrying out its award / contract dated 07.11.2019 fully and on its own upon the expiry of the terms of the Petitioners."

3. Mr. Kanth has also shared with us the office order, whereby a Nodal Officer, namely Sh. YVVJ Rajshekhar, IAS, Deputy Commissioner Shahdara (North), has been appointed with a view to supervise the working of the two sets of contractors, i.e. the petitioners on the one hand and the respondent No. 2 on the other hand. The terms & conditions taken note of hereinabove, shall bind all the parties, namely the petitioners in the two writ petitions, the EDMC as well as the respondent No.2, i.e. Metro Waste Handling Pvt. Ltd. In view of the aforesaid agreement, the respective contracts of the parties shall stand modified as per their mutual agreement, terms whereof have been noted hereinabove.

4. The petitions are disposed of in the aforesaid terms.

5. At this stage, learned counsel for the petitioners states that in view of the pendency of these petitions, the petitioners have not been paid under

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their contracts for the last many months. We hope and expect that the EDMC shall fulfil all its obligations in respect of their respective contracts with the parties and release payments without any delay.

6. We must express our appreciation for the role played by Mr. Kanth, learned counsel for the EDMC as well as learned counsel for the parties in helping the parties to arrive at a working arrangement by way of the aforesaid settlement.


VIPIN SANGHI, J

REKHA PALLI, J

FEBRUARY 08, 2021

B.S. Rohella