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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of decision: 31st January, 2023

+ **W.P.(C) 3726/2021**

ARCHITECT DEEPAK MEHTA Petitioner

Through: Mr. Anil K. Aggarwal, Advocate.

versus

DELHI AGRICULTURAL MARKETING
 BOARD

..... Respondent

Through: Mrs. Avnish Ahlawat, SC for
 GNCTD with, Mrs. Laavanya
 Kaushik and Ms. Aliza Alam,
 Advocates.

CORAM:
JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.
2. The present petition has been filed by the Petitioner - Architect Deepak Mehta seeking orders to the Respondent - Delhi Agricultural Marketing Board to restrain termination of the contract of the Petitioner for consultancy services for comprehensive planning and designing of fruit & vegetable market at Tikri Khampur (Narela), Delhi.
3. The case of the Petitioner is that even though all the services have been provided adequately by the Petitioner, a decision has been taken by Respondent for terminating the contract of the Petitioner without giving any reasons, whatsoever. Moreover, even the payment for the services rendered by the Petitioner has not yet been released by the Respondent. Reference is made to the minutes of meeting of the Respondent dated 12th November, 2020, where it was decided that the Petitioner's contract would be

discontinued, but the question of payment of fee would be processed. The said minutes reads as under:

“Any other Items with the permission of the Chair.

Consultancy services for comprehensive Planning and Designing for Development of Fruit & Vegetable Market, Tikri Khampur.

Vice-Chairman, DAMB apprised that existing Architect appointed in March, 2018 for an amount of Rs. 5,93,00,000/-, After approval of the Board, Lay out plan was submitted in North MCD. The Lay out Plan as well as building plans has been approved by North MCD, Delhi Fire Services, Delhi Jal Board, Airport Authority of India, NHAI, Ministry of Environment and Forest and DUAC etc.

North MCD vide their Challan dt. 9.04.2020 demanded the balance fee of Rs. 8,18,46,604/- for release of building plans, which is yet to be paid.

The consultant has also applied for Consent to Establish in DPCC, Vice-Chairman, DAMB also apprized that as the lay out plan and building plans has been approved by concerned authorities, therefore, the pending fee of the Architect may have to be processed and the existing Architect may also go to Arbitration / Court, if existing contract is discontinued. It was directed by Hon’ble Chairman that this matter of fee payment be separately examined and put before the Board in its next meeting.

Hon’ble Chairman, DAMB / Hon’ble Minister (Dev.) directed that contract of existing consultant should be discontinued and the process for recall of the tender be initiated at the earliest.”

4. On 22nd March, 2021 Id. Counsel appearing on behalf of the Respondent had submitted that the legal opinion has been obtained for termination of the contract and that the process of payment of pending

amounts of the Petitioner is also under consideration. Time was also sought on the said date. In the meantime, it was directed that the termination would not be given effect till the matter is heard by this Court.

5. The Respondent has filed a counter affidavit stating that the work for comprehensive planning and designing of the market at Tikri Khampur was awarded to the Petitioner. The termination of the contract has taken place but the Petitioner would have to avail of the contractual remedies in terms of clause 14.7. As per the said clause, the Petitioner would have to approach the superintendent engineer or appeal to the Vice Chairman, thereafter, the Petitioner can approach the Dispute Resolution Committee. Finally, if the disputes do not get adjudicated a sole Arbitrator is to adjudicate the matter. In the counter affidavit, no other ground has been raised. The Respondent also relies upon the minutes of the meeting dated 12th November 2020 vide which the contract was, directed to be discontinued.

6. Mr. Aggarwal, Id. Counsel for the Petitioner now submits that vide letter dated 22nd October, 2021, a fresh proposal has been sought from the Petitioner for the renovation and redevelopment of the Proposed Fruit & Vegetable Market. The said letter reads as under:

“Sub:- Revision of conceptual plan of Proposed Fruit & Vegetable Market for the work Consultancy services for comprehensive planning and designing of Development of F&V market at Tikri Khampur
Sir,

Reference to above subject, the Competent Authority had approved the layout plan of proposed project of Fruit & Vegetable Market Tikri Khampur and thereafter, the documents as well as layout plan and other drawings were made ready to obtain statutory permissions. So far the required charges

demanded by various departments have not been deposited. While seeking the approval to deposit the charges, the project was reviewed at the level of Hon'ble Chief Minister and Ministers, Govt. of Delhi.

While reviewing the project, it was felt that the proposal being adopted is just on the pattern of conventional mandi as existing at Azadpur. It was noticed that there is no modern/state of the art technology adopted in the project that is going to last for next 50 years or more. This deficiency in proposal needs to be addressed by looking at the facilities provided in such international markets.

It is therefore, requested to put up a proposal based on improved internationally successful designs. Before the work on proposal is commenced, the components/ facilities proposed to be provided may be discussed within 10 days after studying the international markets.

Thanking you, ”

7. Post the termination of the contract on 12th November, 2020, the Respondent had itself contacted the Petitioner for submission of a fresh proposal. Mr. Aggarwal, Id. Counsel submits that the Petitioner had submitted a fresh proposal to the Respondent in January, 2023.

8. In this view of the aforementioned facts, this Court is of the opinion that the entire matter needs to be remanded back to the Respondent board so that a decision can be taken in this matter. Considering that the termination which was issued on 12th November, 2020 is without any reasons the same is accordingly set aside.

9. The entire matter is remitted for fresh decision by the Respondent which shall consider the fresh proposal of the Petitioner and also if any payments are to be made for the earlier lay out plans and building plans which were submitted by the Petitioner. The Respondent shall consider the

matter both in respect of the proposal and the pending payments, if any, of the Petitioner and take a decision within three months.

10. Considering that in ***W.P.(C) 2011/2018*** titled ***Harpal Singh Rana v. GNCTD*** vide order dated 11th February, 2020, there are directions for early completion of the project at Tikri Khampur, New Delhi, the Respondent shall take an early decision in this matter. The said order reads as under:

“2. Having heard learned counsel for both the sides and looking to the facts and circumstances of the case, it appears that this petitioner is in search of directions to the respondents to commence and complete the construction of the fruit and vegetable market at Tikri Kalan, Khampur, New Delhi.

3. Looking to the facts of the case which are pointed out in the status reports filed by the respondents, it appears that the building plan for the modern fruit and vegetable market at Tikri Kalan, Khampur, New Delhi has already been approved. Learned counsel for the respondent no.2 submitted that the construction will start soon upon approval of the concerned respondent authorities. Thus, the process for construction of modern fruit and vegetable market at Tikri Kalan has already been started.

4. We expect from the respondents that the construction of the aforesaid fruit and vegetable market at Tikri Kalan, Khampur, New Delhi shall be completed as early as possible and practicable looking to the availability of funds and priority of the works to be done by the respondents”

11. The writ is allowed in the above terms. All pending applications are disposed of. All the remedies of the parties are left open.

**PRATHIBA M. SINGH
JUDGE**

JANUARY 31, 2023/dj/kt