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

+ W.P.(C) 12855/2019

**STRI SHAKTI (N.G.O) (THROUGH ITS  
AUTHORIZED SIGNATORY)**

.....Petitioner

Through: Ms. Aayushi Gupta and Mr. Insaaf  
Duggal, Advocates.

versus

**NORTH DELHI MUNICIPAL CORPORATION  
THROUGH ITS COMMISSIONER**

.....Respondent

Through: Ms. Monika Arora, Mr.  
Subhradeep Saha and Ms. Radhika,  
Advocates for MCD.

**CORAM:  
HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER  
26.11.2024**

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1. By order dated 31.07.2023, it was recorded as follows:

*“1. The petitioner has filed this writ petition for a direction upon the Municipal Corporation of Delhi [“MCD”] to release outstanding dues in the sum of Rs.32,15,150/- alongwith interest at the rate of 12% per annum from the date of filing of the petition.*

*2. The petitioner is a non-governmental organisation. It entered into an agreement with the MCD for supply of mid-day meals to working women and children at an MCD Hostel. According to the petitioner, it continued to supply the meals even after the agreement had lapsed by efflux of time at the request of MCD. However, its bills were not paid. In the writ petition, the petitioner's dues have been calculated at the sum of Rs.16,42,497/- and interest has also been claimed thereupon.*

*3. The learned counsel for the parties are ad-idem that the sum of Rs.5,98,437/- was paid pursuant to minutes of a meeting held on 14.03.2019 and a further sum of Rs.13,66,476/- was paid to the petitioner on 04.03.2023. According to learned counsel for the*



*petitioner, amount of Rs.5,98,437/- was paid prior to the filing of the writ petition and has been adjusted in the dues, and a balance of Rs.2,76,000/- remains payable to the petitioner alongwith interest for delayed payments. He submits, without prejudice to the rights and contentions of the petitioner, that the petitioner is agreeable to settling the dues if interest is paid upon the amounts already paid at such rates as the Court may direct.*

*4. Unfortunately, learned Standing Counsel for Government of National Capital Territory of Delhi is not present in Court. Learned counsel, who is appearing on behalf of learned Standing Counsel, is unable to address the Court as to the dates upon which the bills were raised and the dates upon which the payment were made.*

*5. MCD is directed to file a tabular chart stating the dates on which it has received the bills, the dates upon which the payments have been made, and will also state as to why interests should not be paid on the payments made by it. The affidavit will be filed by the concerned Deputy Commissioner within one week from today.*

*6. As the Deputy Director, MCD is unable to assist the Court, the Deputy Commissioner, MCD is directed to be present in Court on the next date of hearing with the relevant record, in the event the affidavit is not filed.*

*7. List on 24.08.2023.”*

2. Pursuant to the said order, the Municipal Corporation of Delhi [“MCD”] filed an affidavit dated 16.08.2024. A chart has been annexed with the said affidavit, which shows that the bills of the petitioner were processed between 19.03.2012 and 07.08.2019, but payment was made only between 08.02.2019 and 03.03.2023.

3. The admitted position is that the entire outstanding payment has been cleared. The writ petition remains pending for determination as to whether MCD should be directed to pay interest upon the said amount.

4. The explanation to the delay offered in the affidavit by MCD is of financial exigency, and breach of the agreement dated 10.12.2007 by the petitioner itself. As far as this aspect is concerned, it is stated that the petitioner withdrew its services from the working women hostel on



23.08.2019, without handing over the official records, and that upon inspection it has been found that the petitioner did not take up repair and maintenance work, which was contrary to clause 13 of the said agreement. MCD has, therefore, stated that it is entitled to deduct damages from the dues/arrears of the petitioner. Photographs have also been annexed to the affidavit in this regard.

5. Mr. Subhradeep Saha, learned counsel for MCD, submits that it is on this account that interest has not been paid on the amounts released to the petitioner. He submits that payment of said interest, in the present circumstances, ought not to be directed in a writ petition.

6. Ms. Aayushi Gupta, learned counsel for the petitioner, submits that the petitioner will file a suit for recovery of interest on the delayed payments, if the petitioner is so advised.

7. The writ petition is disposed of, with liberty to the petitioner in terms of the above.

**PRATEEK JALAN, J**

**NOVEMBER 26, 2024/MR/AD/**