
(2000) 12 DEL CK 0034

In the Delhi High Court

Case No : Suit No. 2173 of 2000 and IAs 9972 of 2000 and 12430 of 2000

Mr. Amrit Pal Singh and Another

APPELLANT

Vs

Delhi Transport Corporation and Another

RESPONDENT

Date of Decision : 21-12-2000

Acts Referred:

Citation : (2001) 3 AD 441

Hon'ble Judges : Jiwan Dass Kapoor, J

Bench : Single Bench

Advocate : Mr. S.K. Maniktala, Mr. Balbir S. Nagpal and Ms. Gurkirat Kaur, for the Appellant; Mr. A.K. Vali, Mr. Ajay Kumar and Ms. Amit Gupta, for the Respondent

Judgement

J.D. Kapoor, J.—Defendants 1 & 2 who are main rivals have compromised the matter. Both are Government authorities. The relief sought by the plaintiffs is against both the defendants for restraining them or their officers, employees, servants/agents or any other person whosoever and from removing, defacing, damaging and preventing from putting up advertisement boards on the Bus Queue Shelters (in short "BQS") and Time Keeping Booths (in short "TKBs") and/or interfering in any manner whatsoever, with the display of the plaintiff's advertisement on the BQS and the TKBs in the allotted zones.

2. Vide interim order dated 2.11.2000, it was observed that since there is no possibility of the defendants resolving their differences and consequently being unable to enter into a contract with the highest tenderer because of their disputes inter se and since the plaintiffs are exploiting the BQSs and TKBs against payments, the plaintiffs are permitted to continue to exhibit their advertisements in the BQSs and TKBs on giving an undertaking that as and when bids are received and finalised by defendants 1 & 2, plaintiffs shall match the payments of the highest tender and will ensure that the Bank Guarantee/security shall remain in force up to 15th March, 2001.

3. Both the defendants have now settled their inter se disputes. The highest bid

received by defendants in October, 2000 is many times higher than what the plaintiff has quoted. Learned counsel for defendant no.1-DTC states that not only huge amount is outstanding against the plaintiffs but also payment as per highest tender has not been made in spite of undertaking.

4. Learned counsel for the plaintiffs has drawn my attention to record of decisions taken by the Chief Secretary, Govt. of NCT of Delhi on the issue of BQs and TKBs. Decision 4 of the said record shows that the present tender under consideration by the DTC in respect of 778 BQs and TKBs shall be cancelled and a fresh tender should be invited covering all the 1763 BQs. and TKBs. Decision 5 is to the effect that during the interregnum till the new tender process is finalised, the existing parties, viz. M/s Adwel Advertising Services and M/s Rose Advertising (P) Ltd. will continue to operate in accordance with the rates as decided by the Hon'ble High Court of Delhi vide its order dated 2nd November, 2000 in case No.2173/2000 Sh. Amrit Pal Singh Vs. DTC & Ors. Decision 6 of the said record shows that it was also decided that DTC shall complete the fresh tender process as early as possible. These decisions were taken on 18.12.2000,

5. The contract between the parties has expired on 5.11.2000. Merely because defendants have not been able to complete the tender process, plaintiffs are exploiting their inter se quarrel.

6. It is stated by learned counsel for defendant no.1-DTC that since six weeks time has been granted to the defendants to complete the tender process and as they have resolved their differences amicably, the plaintiffs shall clear all the outstanding amount within one week and shall be allowed to continue to operate till tender process is completed. Defendants shall intimate the plaintiffs about the amount of highest bid as per tender form. However, it is pointed out that the highest bid received by the defendants for license fee for three zones by floating fresh tender is to the tune of R.66 lakhs.

7. Since the plaintiffs were allowed to operate subject to their matching the bid of the highest tenderer and their bank guarantee in respect thereof to remain alive till 15.3.2001, it is ordered that plaintiffs shall make the entire outstanding payment in consonance with the highest bid received by the defendants to the aforesaid tune within three weeks failing which defendants shall have right to remove the advertisements from the BQs. and TKBs. The copy of the tender form particularly the highest bid received by the defendants shall be placed on record and copy thereof shall be furnished to the plaintiffs.

8. Suit and I.As. stand disposed of in view of the above terms. Copies of the order be given dusty to the parties.