
(2007) 04 DEL CK 0096

In the Delhi High Court

Case No : Writ Petition (C) 2558 of 2007 and CMS 4762-63 of 2007

O.P. Insulations (P) Ltd.

APPELLANT

Vs

MCD

RESPONDENT

Date of Decision : 04-04-2007

Acts Referred:

Citation : (2007) 3 BC 148

Hon'ble Judges : Dr. S. Muralidhar, J

Bench : Single Bench

Advocate : Jitendra K. Mohapatra, for the Appellant; Amit K. Paul, for the Respondent

Final Decision : Dismissed

Judgement

S. Muralidhar, J.—This petition assails an order dated 12.12.2006 informing the petitioner that the contract awarded to him for the parking

site at South Extension, Part-II by letter dated 22.9.2006 stood cancelled.

2. Pursuant to the tender invited by the respondent on 31.1.2007, the petitioner was issued a provisional offer letter dated 22.9.2006 for the

parking site at South Extension, Part-II, New Delhi at the monthly license fee of Rs. 2,26,000/- plus 2.244% service tax (T.C.S.). Clause 8(c) of

the Agreement indicates that "MCD reserves the right to revise the parking charges during the currency of the contract. In case of revision in

parking charges, the license fee paid by the licensee shall stand revised in the same proportion for the remaining period".

3. The petitioner obviously could not comply with the requirement of payment of license fee and sought a downward revision of the monthly license

fee. In the meanwhile on 30.10.2006 the MCD informed the petitioner about the

upward revision in the license fees. The MCD asked him to submit in writing his acceptance of the revised rates and execute a fresh Agreement with the MCD latest by 10.11.2006. The petitioner did not comply. Thereafter, the petitioner received a letter dated 9.11.2006 informing him that the MCD did not wish to continue with the parking contract awarded to the petitioner.

4. On 19.12.2006 the MCD invited fresh tender bids for the grant of license for several parking sites in Delhi including the parking site at South

Extension Part-II. The earnest money demanded was Rs. 2,50,000/-. The license fee was the same that was communicated by the letter dated 30.10.2006.

5. The petitioner is aggrieved by the upward revision of the parking fees during the pendency of his contract. Although at one stage i.e. 23.1.2007

he wrote to the MCD stating that ""he is willing to pay license fee even more than the highest bidder"", he has filed the present writ petition alleging

that the revision of license fees ""is absolutely arbitrary, illegal and excessive and against the norms of revision prevailing earlier"".

6. Learned Counsel for the petitioner refers to the impugned cancellation letter dated 12.12.2006 and submits that the reference in the said letter to

the direction of the Hon''ble Supreme Court as the reason for the upward revision of parking rates is false and misleading since there is no such

direction. He also assails the cancellation of the contract consequent upon the revision of the parking fees within one month of the offer of the

contract to the petitioner.

7. In reply Mr. Amit K. Paul, learned Counsel appearing on advance notice for the MCD points out that the proposal to revise the parking fees

was placed before the Hon''ble Supreme Court in certain proceedings. He submits that in any event Clause 8(e) of the agreement permits the

MCD to revise the parking fees during the pendency of the contract. He further points out that the petitioner has for reasons best known to him not

placed on record the copy of the agreement.

8. To this Court it appears that it is not possible, on the basis of the materials placed on record by the petitioner, to conclude that the revision of

the parking fees is either arbitrary or illegal. Moreover, the petitioner appears to be prevaricating on the issue of revision of parking fees. When he

was initially awarded the contract on 9.9.2006, he accepted the terms and conditions including the fees stipulated. However, soon thereafter he wrote to the MCD stating that the fees were too high and required to be reduced. When the MCD issued a fresh tender, he offered to pay even more than the highest bidder. Ultimately, when he was not awarded the tender, he filed the present petition assailing the revision of the parking fees and the consequent cancellation of his contract. Clearly, Therefore, the petitioner has been inconsistent in his stand on the question of the parking fees.

9. As no grounds have been made out, this Court is not inclined to interfere in the matter and this petition is, accordingly, dismissed. The pending applications also stand dismissed.