

Monu Mehta Vs. M.C.D.

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Court : Delhi

Decided On : Sep-26-2001

Reported in : 2002(61)DRJ82

Judge : Mr. Manmohan Sarin, J.

Appeal No. : CW No. 4721/2000 and CMs. 7328 and 9664/2000

Appellant : Monu Mehta

Respondent : M.C.D.

Advocate for Def. : Mr. Anil Grover, Adv.

Advocate for Pet/Ap. : Mr. B.L. Wali, Adv

Judgement :

ORDER

Manmohan Sarin, J.

1. Rule.

With the consent of the parties, writ petition is taken up for disposal.

2. Petitioner has filed the present writ petition seeking a writ of mandamus to the respondent to allot the petitioner an alternate parking site since the respondent failed to hand over the physical possession of the parking site at Bahadur Shah

Zafar Marg.

3. Respondent/MCD had invited tenders for the said parking site on 18.3.1999, for a period of two years. Petitioner was the successful bidder and his bid was accepted. Petitioner deposited Rs.2,85,600/- as security being 10 per cent of the tender amount. Petitioner also deposited security of Rs.5,21,400/-, equivalent to six months license fee. Petitioner also paid in addition one month's license fee, in advance, of Rs.86,900/-, making it a total of Rs.8,16,860/-.

4. Respondent on account of certain protests from the adjoining occupants of the buildings decided that the area should be a free parking rather than a charged parking. In the event, respondent did not allot and hand over the site. As per the counsel for the petitioner, petitioner's money was wrongfully retained by the respondent for a period from 9.11.1999 to 24.10.2000, causing financial loss to the petitioner.

5. Mr. Grover, counsel for the respondent/MCD on the other hand has pointed out that efforts were being made to allot the site to the petitioner for which the petitioner was willing. It just transpired that another site suitable and acceptable to the petitioner could not be found. Hence there was unavoidable delay in returning the amount. It is stated that on 23.3.2000, petitioner had given a legal notice, which was received on 30.3.2000. In the event, respondent refunded the entire amount on 24.10.2000.

6. Mr. Wali has urged before me that the period ought to be computed from 9.11.1999 because the petitioner neither received the benefit of the parking site and his money was withheld for no fault of his. Mr. Wali also submits that on 11.11.1999, petitioner had offered to pay the revised license fee in respect of alternate site and in case the same was not acceptable, the deposit should have been refunded. Be that as it may efforts were being made by both the parties to find an amicable solution by locating a suitable site.

In these facts and circumstances, I am of the view that payment of simple interest @ 9% per annum from 1.4.2000 up to 24.10.2000 i.e. approximately for a period of six months, would meet the ends of justice. Let the petitioner pay to the petitioner

simple interest on Rs.8,16,860/- @ 9% per annum for a period of six months. The amount be paid within four weeks.

Writ petition stands disposed of.

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