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

+ W.P.(C) 915/2024

MR. BHAGWAN DAS

.....Petitioner

Through: Mr. Arjun Kakkar, Mr. Rajneesh  
Bhaskar and Mr. Rachit Raushan,  
Advs.

versus

GOVT. NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Rishikesh Kumar, ASC, Ms.  
Sheenu Priya, Mr. Vikas Saini, Mr.  
Atik Gill and Mr. Sudhir, Advs.,  
GNCTD.

**CORAM:**

**HON'BLE MR. JUSTICE SACHIN DATTA**

**ORDER**

**24.01.2025**

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1. The present petition has been filed by the petitioner seeking directions against the respondents for release of the outstanding payments amounting to approximately Rs.25,74,91,824.76 to the petitioner.
2. According to the petitioner, the said payment is due and payable to the petitioner pursuant to a work order dated 22.04.2021 (further extended on 14.09.2021). In terms thereof, the petitioner was engaged to supply / provide tentage services during the Covid-19 period. The issuance of the work order was pursuant to a bidding process. It is submitted that although an amount of Rs.23,44,29,637/- has been released to the petitioner in respect of bills raised upto October, 2021, no payment whatsoever has been made for the period November, 2021 till July, 2022.
3. Learned counsel for the petitioner submits that there is no justification



whatsoever for withholding the legitimate payments of the petitioner.

4. In the counter-affidavit, filed on behalf of the respondent it is conceded that payments to the tune of Rs.23,44,29,637/- have been paid to the petitioner. Further, it is stated that the payment of bills for the period after October, 2021 has not been released for want of verification “by the concerned in-charge”. It is further stated as under:

*“9. Meanwhile, a fire incident occurred in O/o District Magistrate, New Delhi District, CTB Branch on 09.10.2024, in which many records and files were burnt, in this incident file related to the teenage during Covid-19 were also burnt. Further after this incident a letter was written to vendor to provide the certified copies of the bills and documents related to Tentage service during Covid-19, however, the vendor has submitted the bills copy that are not duly verified by any concern in-charge and also submitted proforma invoice instead of Tax-invoice. The copy of the First Information Report regarding the fire incident of 09.10.2024 has been annexed herewith as Annexure-A3.”*

5. *Prima facie*, the fact that there was a fire in the office of District Magistrate, New Delhi District, CTB Branch, cannot be a ground for withholding the legitimate payments of the petitioner. It is incumbent on the respondent to recreate/ re-compile its record/s as may be required for the purpose of processing the bills of the petitioner. The petitioner cannot be left stranded simply because the records of the respondents have been destroyed on account of a fire.

6. Further, the averment that the non-release of payment is on account of want of verification by the “concerned in-charge” is an internal matter of the respondent. There is no reason why a responsible officer cannot be deputed by the respondent for verifying the outstanding bills of the petitioner and ensuring that requisite payment is made expeditiously.

7. In the above conspectus and at this stage, learned counsel for the



respondent seeks some time to take instructions as to the name / designation of a responsible officer who can be deputed for the purpose of verifying the bills of the petitioner and carrying out a reconciliation exercise.

8. List on 17.02.2025.

**SACHIN DATTA, J**

**JANUARY 24, 2025/cl**