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

+ **CS(OS) 52/2016 & CC No.68/2016**

VFS GLOBAL SERVICES PRIVATE LTD Plaintiff

Through: **Mr. Samar Singh Kachwala & Mr.
Raghavendra Mohan Bajaj, Advs.**

Versus

SOUTH DELHI MUNICIPAL CORPORATION Defendant

Through: **Mr. Sandeep Bajaj, Ms. Aakanksha
Mehra & Mr. Naman Tandon, Advs.**

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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07.05.2019

1. The suit is ripe for framing of issues.
2. The counsel for the plaintiff has handed over the proposed issues which are taken on record.
3. The counsel for defendant South Delhi Municipal Corporation (SDMC) has also handed over the proposed issues which are also taken on record.
4. The plaintiff was a parking contractor of the defendant SDMC and the present suit has been filed for declaration of the Licence Agreements as void on account of material misrepresentations and suppressions and for recovery of monies illegally recovered by the defendant SDMC from the plaintiff and for restraining defendant SDMC from taking coercive steps against the plaintiff for recovery of the dues claimed by it.
5. I have enquired from the counsel for the plaintiff that if the defendant SDMC was in breach of any of the Licence Agreements or not fulfilling terms thereof, how does it constitute a ground in law for the plaintiff to seek



a declaration of the agreements as void. In my opinion, the entitlement of the plaintiff in such an eventuality would be to immediately, on finding out the facts to be otherwise, terminate the agreement and claim damages for breach of contract.

6. The counsel for the plaintiff, on enquiry states that all the 52 Licence Agreements were terminated within a matter of weeks of grant thereof and the plaintiff did not continue with the licence for the balance term.

7. It appears that even if that be so, the claim of the plaintiff can at best be for recovery of damages / compensation for breach of contract and not for declaration.

8. It is usually found that the parking sites are offered by the Municipalities on 'as is where is basis' and it is thus the obligation of the bidder therefor to satisfy himself in all respects.

9. Rather than mechanically framing issues, it is deemed appropriate to hear the counsels on the aforesaid aspect.

10. Both counsels to come prepared to address on the said aspect.

11. List on 4th September, 2019.

RAJIV SAHAI ENDLAW, J

MAY 07, 2019

'gsr'..

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