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

+ W.P.(C) 16765/2025 & CM APPL. 68813/2025, CM APPL. 68814/2025, CM APPL. 68815/2025

PRAVEEN GUPTA PROPRIETOR OF MS MG INFRA
SOLUTIONS

.....Petitioner

Through: Ms. Maninder Acharya, Sr. Adv. with
Mr. Soayib Qureshi, Ms. Anchal
Singh, Mr. Aman Qayoom Wani and
Mr. Amol Acharya, Advs.

versus

MUNICIPAL CORPORATION OF DELHI & ANR.Respondents

Through: Mr. Tushar Sannu, SC with Ms.
Ishika Jain and Mr. Saurabh, Advs.
Mr. Shalender, AO, RP Cell, MCD

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **04.11.2025**

CM APPL. 68814/2025 (For Exemption)

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

**CM APPL. 68815/2025 (For Seeking Leave to File Lengthy Synopsis
and List of Dates)**

3. The present application has been filed under Section 151 of the Code of Civil Procedure, 1908 ("CPC") seeking permission to file long and lengthy list of dates and synopsis.
4. Considering the submissions made in the present application, the



present application is allowed, and the same is disposed of.

W.P.(C) 16765/2025 & CM APPL. 68813/2025

5. The present writ petition has been filed seeking directions for quashing the termination and blacklisting order dated 30th October, 2025 issued by the respondent-Municipal Corporation of Delhi (“MCD”).

6. Learned Senior Counsel appearing for the petitioner submits that the petitioner was handed over the Model Town Parking Site for which the petitioner was required to be handed over the ground floor, as well as the basement. However, the basement has not been handed over to the petitioner, till date.

7. She further submits that besides parking, the petitioner was also entrusted with the enforcement in the area in question with regard to picking up the vehicles, which were unauthorizedly parked. She further submits that on account of the same, the petitioner was required to pick up these unauthorized parked vehicles within the vicinity of the site and bring the same to the parking lot. Accordingly, the petitioner was to get certain fee for the said purpose.

8. She submits that despite various letters written by the petitioner to the MCD, neither the basement area was handed over for the parking site in question to the petitioner, nor any assistance was given to the petitioner for the purposes of enforcement which was entrusted to the petitioner.

9. Learned Senior Counsel appearing for the petitioner draws the attention of this Court to the various representations written on behalf of the petitioner. She submits that despite the various representations written by the petitioner, the said representations have not been taken into account by the respondent-MCD at the time of passing the impugned orders.



10. Learned Senior Counsel appearing for the petitioner submits that there have been persistent and grave breaches by the MCD like non-handing over of the functional parking site. Furthermore, the parking in question was only partially handed over to the petitioner while other levels remained locked or inaccessible.

11. Learned Senior Counsel appearing for the petitioner further submits that the respondent MCD has miserably failed to operationalize the mandatory parking enforcement. As per Clause 4.9.1 of the contract, i.e., parking enforcement/towing/storage, there was a clear mandate with regard to revenue through enforcement measures, including, towing and fines. However, the MCD failed to initiate enforcement, depriving the petitioner of the core revenue stream, thereby, violating the contract's commercial foundation.

12. She further submits that the Principles of Natural Justice have not been followed and the impugned order passed by the MCD is arbitrary.

13. Attention of this Court is drawn to Clause 24 of the contract, which reads as under:

“xxx xxx xxx

24.	Termination of contract	o The MCD reserves the right to terminate the contract for breach of any of the terms & conditions of allotment, after providing due opportunity of hearing, to the contractor. From the date of termination of contract, MCD reserves the right to either offer the parking to an Ex-Serviceman for temporarily running the site, or declare it a free parking site, till the finalization of new NIT, to safeguard municipal revenues and provide orderly services to the citizen.
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xxx xxx xxx”

14. By referring to the same, learned Senior Counsel appearing for the petitioner submits that an opportunity of hearing is mandated, as per the contract. However, no such hearing has been granted to the petitioner.



15. She further draws the attention of this Court to the Clause pertaining to blacklisting, i.e., Clause 23, which is reproduced as under:

“xxx xxx xxx

23.	Blacklisting	○ The contractor, if at any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted & in such an event his security amount/Performance guarantee/advance MLF and other deposits will be forfeited
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xxx xxx xxx”

16. By referring to the aforesaid Clause, learned Senior Counsel appearing for the petitioner submits that no such malpractices or detailed reasons have ever been provided to the petitioner as regards the blacklisting.

17. She further submits that the petitioner has already deposited an amount of Rs. 1 Crore 10 Lakhs with the MCD, which includes performance guarantee, as well as the advance monthly license fee paid by the petitioner. Additionally, further amounts were also paid to the MCD.

18. She submits that blacklisting entails civil death and takes away livelihood of the party. Thus, substantive grounds have to be given for the purposes of blacklisting. However, no such substantive grounds were given by the respondent at the time of issuance of Show Cause Notice to the petitioner.

19. Learned Senior Counsel appearing for the petitioner further submits that the petitioner is not even in a position to surrender the site, as in terms of Clause 15 of the contract, in case of surrender by any parking contractor, the said parking contractor is not eligible to participate in the tendering process for at least two consecutive years. Therefore, the said option is not available with the petitioner and has not been, thus, exercised by the petitioner.



20. She submits that the respondent-MCD has not considered the representations of the petitioner and reply to the Show Cause Notice. Moreover, no reasons for blacklisting and termination have been given and the impugned order dated 30th October, 2025 has been issued without grant of mandatory hearing to the petitioner.

21. Responding to the aforesaid submissions made on behalf of the petitioner, learned counsel appearing for the MCD submits that the present is purely a contractual dispute and this Court, in a writ jurisdiction, shall not enter into any contractual disputes.

22. He further submits that basement was not handed over to the petitioner, on account of which, due remission on a *pro rata* basis has already been given to the petitioner. He submits that the initial Monthly License Fee (“MLF”) was Rs. 16 Lakhs per month, however, after remission the same has been reduced to Rs. 13,96,000/- per month.

23. Learned counsel appearing for the MCD further submits that the petitioner has not been regular in making the payment towards the MLF and has been making *ad hoc* payments. As of date, dues of approximately more than one crores are due and payable.

24. Learned counsel appearing for the MCD further submits that multiple Show Cause Notices were issued to the petitioner, however, no corrective measures were taken. Thus, the order passed by the MCD is a reasoned order.

25. He further submits that once a contract has been entered into, the MCD would not handhold the petitioner.

26. Responding to the aforesaid submissions, learned Senior Counsel appearing for the petitioner draws the attention of this Court to Clause 33 of



the contract with regard to obligation of the authority and right of way, which is reproduced as under:

“xxx xxx xxx

33.	Obligation of the authority and Right of Way	○ The Authority shall, enable access to the site, free from any encumbrances, in accordance with this agreement ○ The Authority shall permit peaceful use of the site by the concessionaire as lessee and in under accordance with the provision of this Agreement without any let or hindrance from MCD or any person claiming through or under him. ○ The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: ○ upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project; ○ undertake to coordinate with the concerned authorities and other departments to issue appropriate instructions to the field/nodal officers of these departments for making available required assistance and resources to the Concessionaire towards the discharge of its obligations as per this Agreement; ○ not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement; ○ support, cooperate with and discharge its obligations to facilitate the Concessionaire in performing its obligations in
		accordance with the provisions of this Agreement; and

xxx xxx xxx”

27. By referring to the aforesaid Clause, learned Senior Counsel appearing for the petitioner submits that as per the contract the authorities specifically agreed to provide support to the petitioner and to undertake and perform the enforcement as was levied upon the petitioner.

28. She further submits that the MCD had undertaken to coordinate with the concerned authorities and other Departments to issue appropriate instructions to the field/nodal officers of the Department for providing the



required assistance and resources to the petitioner towards the discharge of the obligation under this contract. She submits that however, no such support or assistance was ever given by the respondent-MCD to the petitioner.

29. She further draws the attention of this Court to Clause 4.9.1 of the tender with regard to parking enforcement/towing/storage, which reads as under:

“xxx xxx xxx

- 4.9.1 The Concessionaire shall deploy Intelligent Tow Truck for removal and storage of illegally parked vehicles within vicinity of the parking site and shall be accompanied by MCD/Delhi Traffic police personnel. The Concessionaire will tow/remove vehicles parked in an unauthorized manner to the nearby parking space/ Municipal Store which is less utilized or at space designated for this purpose by MCD from time to time. MCD will charge removal and storage charges as prescribed by MCD from the owner of the vehicle. The removal and storage charges for each vehicle will be handed over to the Concessionaire @50% of total collection on this account. The removal and storage charge will be as per rates prescribed vide Central Licensing and Enforcement Cell Circular No. AO(CL&EC)/MCD/2023/D-260 dated 19th July, 2023. The removal and storage charges of vehicles shall be as follows which can be amended from time to time and will be applicable accordingly:

REMOVAL CHARGES		
Sl. No.	Load	Charges
1.	For load upto 40 kgs	Rs. 300/-
2.	For load upto one Qtl	Rs. 800/-
3.	For load above one Qtl and upto five Qtl	Rs. 1000/-
4.	For load above five Qtl	Rs. 2000/-
STORAGE CHARGES		
1.	Upto one Qtl or less for 24 hours (per day)	Rs. 100/-
2.	Charges per Qtl per day	Rs. 200/-

xxx xxx xxx”

30. By referring to the aforesaid Clause, learned Senior Counsel



appearing for the petitioner submits that the contractual terms clearly provided that for the removal and storage of illegally parked vehicles, the officials of the petitioner shall be accompanied by the MCD/Delhi Traffic Police personnel. However, no such assistance was ever provided to the petitioner, on account of which the petitioner suffered huge losses.

31. The matter requires consideration.

32. Accordingly, issue notice. Notice is accepted by learned counsel appearing for respondent no.1-MCD.

33. Issue notice to respondent no. 2, by all modes, upon filing of Process Fee.

34. Let reply be filed by the respondents, within a period of four weeks.

35. Rejoinder thereto, if any, be filed within two weeks, thereafter.

36. This Court notes the submission made by learned counsel appearing for the respondent-MCD that remission has been granted to the petitioner on account of non-handing over of the basement and the MLF has been reduced from Rs. 16,00,000/- per month to Rs. 13,96,000/- per month.

37. This Court also takes note of the submission made by learned Senior Counsel appearing for the petitioner that the aforesaid remission has been granted to the petitioner only on account of non-handing over of basement, though no formal order has ever been given to the petitioner in this regard.

38. She further submits that the petitioner disputes the said calculation towards remission. She further submits that no remission for not undertaking any enforcement on account of no assistance having been provided by the MCD, has also not been given to the petitioner.

39. Accordingly, it is directed that the concerned official of the MCD shall consider this aspect also with regard to grant of further remission to the



petitioner in view of the aforesaid submissions as noted by this Court.

40. However, the petitioner shall continue to deposit the amount of Rs. 13,96,000/- per month, subject to the outcome of the present writ petition.

41. In the meanwhile, the respondent-MCD shall call the petitioner/its authorized representative for hearing in order to resolve the issues pertaining to remission as well as enforcement.

42. Let the MCD provide a hearing to the petitioner, expeditiously, preferably within a period of two weeks, from today.

43. Considering the submissions made before this Court, it is directed that the petitioner shall deposit an amount of Rs. 50 Lakhs with the respondent-MCD, within a period of four weeks, from today.

44. At this stage, learned Senior Counsel appearing for the petitioner submits that the petitioner shall deposit the requisite amount with the MCD, within three working days.

45. The aforesaid statement is recorded.

46. Needless to state, the aforesaid amount shall be deposited by the petitioner and accepted by the respondent MCD, without prejudice to their rights and contentions.

47. Subject to the aforesaid amount being deposited by the petitioner with the MCD, the operation of the impugned order dated 30th October, 2025, issued by the Remunerative Project Cell ("RP Cell"), MCD shall remain stayed.

48. Re-notify on 27th March, 2026.

MINI PUSHKARNA, J

NOVEMBER 4, 2025/KR