

ITEM NO.301

COURT NO.4

SECTION XIV

S U P R E M E C O U R T O F I N D I A

RECORD OF PROCEEDINGS

I.A. Nos.22, 37, 38 & 39 in C.A. No.3769/1996

BUFFALO TRADERS WELFARE ASSON.

Appellant (s)

VERSUS

U O I & ORS

Respondent(s)

(for intervention, directions, permission to file additional documents and
permission to file reply

affidavit and office report)

Date: 26/09/2006 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ASHOK BHAN

HON'BLE MR. JUSTICE S.B. SINHA

HON'BLE MR. JUSTICE A.K. MATHUR

For Delhi Govt.

Mrs. Rekha Pandey, Adv.

Mrs. Anil Katiyar, Adv.

For M.C.D.

Ms. Amita Gupta, Adv.

Mr. Sanjiv Sen, Adv.

For DDA

Mr. Vishny B. Saharya, Adv. for

M/s Saharya & Co.

for CPCB

Mr. Vijay Panjwani, Adv.

Buffalo Traders

Mr. P.H. Parekh, Adv.

Assn.

Mr. Rajeev Mishra, Adv.

Mr. Rajeev Mishra, Adv.

Ms. Rukhmini Bobde, Adv.

Mr. Prashant Kumar, Adv.

Mr. Siddharth Chauhan, Adv.

Min. of Defence

Mr. T.S. Doabia, Sr. Adv.

Mr. Jagjit Singh Chhabra, Adv.

UPON hearing counsel the Court made the following
O R D E R

I.A. No.22

In pursuance to the order passed by this Court on 5.9.2006, MCD has filed an affidavit dated 22.9.2006. As per this affidavit, the parties have agreed for the

2

determination of the cost of the entire project by the IL & FS Infrastructure Development Corporation Limited. Both parties have given their consent in writing. They may file the relevant documents before the IL & FS Infrastructure Development Corporation Limited within three days from today. IL & FS Infrastructure Development Corporation Limited is directed to determine the cost of the entire project within four weeks of the filing of the documents by the parties. If necessary, IL & FS Infrastructure Development Corporation Limited may give hearing to the parties. The report submitted by IL & FS Infrastructure Development Corporation Limited shall be final and binding on both the parties. Respondent-contractor has assured us that civil/electrical work shall continue and will not be stopped. MCD is directed to release bank guarantees, even if they are expired, to the tune of Rs. 12 crores out of total bank guarantees of Rs.47.38 crores to enable the contractor to obtain the delivery of the part of the machinery imported by him from Germany and to carry out other works.

To come up on 7th November, 2006 at 10.30 a.m.

(Parveen Kr. Chawla)

Court Master

(Kanwal Singh)

Court Master