

ITEM NO.301

COURT NO.3

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 in C.A. No.3769/1996

BUFFALO TRADERS WELFARE ASSON.

Appellant (s)

VERSUS

U O I & ORS

Respondent(s)

(for intervention)

Date: 16/05/2007 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 UOI

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

Ms. Rekha Pandey, Adv.for

Mrs. Anil Katiyar, Adv.

For M.C.D.

Mr. Sanjiv Sen, Adv.

Mr. Praveen Swarup, Adv.

Mr. Subhash Bansal, Adv. for

Ms. Amita Gupta, Adv.

Mr. Vishnu B. Saharya, Adv. for

M/s Saharya & Co.

For CPCB Mr. Vijay Panjwani, Adv.

Buffalo Traders Mr. Ajay K. Jha, Adv.for

Assn. Mr. Rajiv Mishra, Adv.

Ms. Rukmini Bobde, Adv. for

M/s. P.H.Parekh & Co.

For contractor Mr.Prashant Kumar, Adv.

For State of UP Mr. Sanjay Kumar Singh,Adv.for

Mr. Anuvrat Sharma, Adv.

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

Counsel for the contractor, after taking instructions from the contractor who is present in the Court, states that subject

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to the final orders to be passed by this Court regarding the cost of the entire project, contractor shall continue with the work provided his bank guarantees are released. He also states that he shall not remove the machinery from the site and pledge the same in favour of the MCD till further orders.

Counsel appearing for MCD, after taking instructions from S/Shri Naresh Kumar, Additional Commissioner, MCD and Ravi Dass, Engineer-in-Chief, who are present in court, states that simultaneously with the pledging of the machinery in favour of MCD, MCD shall release the bank guarantee. MCD shall have no objection to the removal of the machinery from the present site for its installation.

In view of the above statements made by the respective counsel, we direct the contractor to pledge the machinery in favour

of the MCD till further orders and on the pledging of the same, MCD shall release the bank guarantee worth rupees twenty five crores given by the contractor and the remaining bank guarantee shall continue to be with MCD as performance guarantee. MCD shall also pay a sum of rupees ten crores on account to the contractor within thirty days from today.

In the meantime, contractor should continue with the works; civil, electrical as well as installation of the machinery. Parties should try to settle the cost of the entire project by mutual negotiations. Counsel for the contractor assures that there would be no laxity on the part of the contractor in completion of the project and that he shall take all necessary steps to complete the

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project.

To come up on 18th July, 2007 at 10.30 a.m.

(Parveen Kr. Chawla)

Court Master

(Kanwal Singh)

Court Master