

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 in C.A. No.3769/1996

BUFFALO TRADERS WELFARE ASSON.

Appellant (s)

VERSUS

U O I &amp; ORS

Respondent(s)

( for intervention and office report)

Date: 14/02/2006 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 UOI

(Min. of Urban

Mr. G.E.Vahanvati, SG

Development)

Mr. Devadatt Kamat, Adv.

Mr. Jagjit Singh Chhabra, Adv.

Mrs. Anil Katiyar, Adv.

Mr. K.C. Dua, Adv.

For M.C.D.

Ms. Amita Gupta, Adv.

Ms. Binu Tamta, Adv.

Mr. Hardeep Singh Anand, Adv.

Ms. Chitra Markandaya, Adv.

Mr. Vishny B. Saharya, Adv. for  
M/s Saharya & Co.

Mr. S.A. Syed, Adv.

Mr. M.C. Mehta, Adv.

for CPCB

Mr. Vijay Panjwani, Adv.

Mr. Goodwill Indeevar, Adv.

Mr. K.R. Rajasekaran Pillai, Adv.

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Mr. Shrish Kumar Misra, Adv.

Mr. Ashok K. Srivastava, Adv.

Mr. Rajan Narain, Adv.

Mr. Prashant Chaudhary, Adv.

For U.P. State

Ms. Savitri Pandey, Adv.

Mr. Kamendra Mishra, Adv.

Mr. Rajeev Kumar Dubey, Adv.

Mr. Mohd. Tahir Siddiqui, Adv.

Buffalo Traders  
Assn.

Mr. P.H. Parekh, Adv.

Mr. Rohit Alex, Adv.

Mr. Rajeev Mishra, Adv.

Mr. Kamal Mohan Gupta, Adv.

Mr. Ashok Kumar Sharma, Adv.

Mr. Ashok K. Mahajan, Adv.

Mr. Irshad Ahmad, Adv.

Mrs. Lalita Kaushik, Adv.

Mrs. Rekha Palli, Adv.

National Capital Mrs. Sheil Mohini Sethi, Adv.

Region Planning

Board

Mr. V.K.Tankha, Sr. Adv.

M. Rohan Thawani, Adv.

Mr. Prashant Kumar, Adv.

Delhi Govt.

Mrs. Rekha Pandey, Adv.

Mrs. Anil Katiyar, Adv.

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

I.A. No.22

On 3rd February, 2006, Mr. Tankha, learned senior counsel appearing on behalf of company M/s Banss, with whom the order for supply of plant and machinery and ancillaries had been placed through its contractor, brought to our notice that out of

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the three parts, two are ready for delivery and are lying in a warehouse in Germany and for the third and final part, no firm order has been placed by the MCD on the existing contractor as a consequence thereof M/s Banss has not started manufacturing the third and final part and it would take three months to get the third and final part ready. He further brought to our notice that the approximate cost of the two parts, already manufactured, is Rs. 35 crores out of which only a sum of Rs.10.22 crores had been paid.

On 8.2.2006, we had directed the counsel appearing for MCD to file an affidavit stating therein that the MCD is prepared to pay a sum of Rs.30 crores against estimated payment of Rs.35 crores towards plant and machinery (two parts already manufactured) to be imported from M/s Banss, Germany to the contractor against the irrevocable Bank Guarantee of equal amount as per contract and future adjustment of this amount towards the entire cost of plant and machinery. The said affidavit filed today in the Court is taken on record. She has shown us a cheque drawn by MCD for Rupees Nineteen Crores and Seventy Eight Lakhs bearing No. 528483 dated 13.2.2006 favouring M/s Food Processing Equipments Co. Pvt. Ltd.(the

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contractor) payable at State Bank of India, New Delhi being the balance amount, thus completing the payment of Rs.30 crores, as directed by this Court on the previous date of hearing. Counsel states that the said cheque shall be released to the contractor on furnishing Bank Guarantee in terms of the contract. Counsel further states that MCD shall place an order for shipment for the first and second parts, already manufactured, soon after the furnishing of the Bank Guarantee and also place an order for the third and final part as the MCD is in possession of sufficient amount to complete the project as per enhanced capacity. Seeks three weeks time.

To come up on 7th March, 2006 at 10.30 A.M.

(Parveen Kr. Chawla)

Court Master

(Kanwal Singh)

Court Master