

OFFICE OF THE DISTRICT AND SESSIONS JUDGE, KAPURTHALA

PUBLIC NOTICE

It is for the notice of General Public that open auction of the following public utilities i.e. Public Parking, Open Blocks for Photostat Services, Computer Typist, Stationery Vendor, Petition Writer, Stamp Vendor etc., situated in the New Judicial Court Complex, Kapurthala, will be held on 25.05.2023, for the period from 01.06.2023 to 31.03.2024 in the conference/meeting room of this Court Complex. Description of the area as well as information about reserve price, is mentioned as under:-

PARKING

Sr. No.	Location	Area in square ft.	Reserve Price ₹ in Lacs for the period <u>01.06.2023 to 31.03.2024</u> .
1.	Parking No.1	4x55'x160'	₹ 11,46,667/-
2.	Parking No. 2	3x55'x160'	

OPEN BLOCKS FOR PHOTOSTAT SERVICES, COMPUTER TYPIST, STATIONERY VENDOR, PETITION WRITER, STAMP VENDOR

One service block on the second floor in the New Judicial Court Complex, Kapurthala having space for 11 counters in block:-


Sr. No.	Type of Service	Number of Counter with size in square ft'	Reserve Price per seat, for the period <u>01.06.2023 to 31.03.2024</u> .
1.	Photostat Service	3(6'x6') each	₹ 1,20,417/-(per counter)
2.	Computer/Typist	2(6'x6') each	₹ 68,417/-(per counter)
3.	Stationery Vendor	2(6'x6') each	₹ 37,500/-(per counter)
4.	Petition Writer	2(6'x6') each	₹ 20,833/-(per counter)
5.	Stamp Vendor	2(6'x6') each	₹ 20,833/-(per counter)

Note:- The licensor reserves the right to allot the counter in the service block situated at the second floor.

The interested bidders should submit their applications for participating in open auction, for the aforesaid public utilities on or before 19.05.2023 till 05:00 p.m. After 19.05.2023, no application would be entertained. Open auction would be held at 02:00 p.m. on 25.05.2023, in the conference/meeting room, in the presence of Committee Members, so formed for this purpose. In case of any exigency, the undersigned reserves the right to change the date of auction or to postpone it for any other date, with or without prior intimation. Terms and conditions can be seen at the website of this office <https://districts.ecourts.gov.in/kapurthala> under the tab "TENDERS". These would also be announced at the time of auction. The willing bidders can inspect the aforesaid sites on any working day under intimation to the Superintendent of this office.

The lessee in whose favour the hammer will fall shall deposit 25% of lease money at the time of auction. The remaining amount will be deposited by him within one month of the commencement of the lease period i.e. from 01.06.2023. If he fails to deposit the said amount, the amount so deposited by him shall be forfeited and the site will be re-auctioned. The total period of lease would be from 01.06.2023 to 31.03.2024.

Dated: 02.05.2023.

  
District & Sessions Judge,  
Kapurthala.

Endst. No. 3042

Dated 2/5/23

Copy forwarded to the followings:-

1. All the District & Sessions Judges in the State of Punjab, with the request to display the notice on the notice boards of their respective office;
2. Sh.Rakesh Kumar, Addl. District & Sessions Juge, Kapurthala;
3. Ms.Rajwant Kaur, Civil Judge (Sr. Divn.), Kapurthala;
4. Ms.Supreet Kaur, Addl. Civil Judge(Sr. Divn.), Kapurthala;  
for information and necessary action.
5. The Editor of the English "**The Tribune**", with the request to publish the notice in the esteemed column of the paper and to send a copy thereof along-with bill, to this office;
6. Daftri of this Court, with the direction to affix the notice on the notice boards of this Complex as well as on the conspicuous places of the building.
7. The District Nazir of this Court for publication of the same in the English "**The Tribune**";
8. The System Officer of this office, with the direction to upload the Public Notice and terms and conditions of auction at the website of this office.

  
District & Sessions Judge,  
Kapurthala.

**MINUTES OF THE MEETING REGARDING AUCTION/LEASE OUT THE  
PUBLIC PARKING IN THE NEW JUDICIAL COURTS COMPLEX, KAPURTHALA.**

On 22.03.2023, the auction for the Public Parking was held in the Court Complex, Kapurthala. The reserve price of auction for the Public Parking was ₹17,20,000/- and two participants attended the auction but they did not give any bid on the reserve price and stated that reserve price is higher for the said parking. Therefore the auction of public Parking could not be finalized on 22.03.2023 and intimated to the Ld. District & Sessions Judge, Kapurthala vide letter No. 188 dated 23.03.2023. Further Ld. District & Sessions Judge, Kapurthala, vide their office letter No.2179 dated 28.03.2023, directed to proceed further in the matter under the rules, with the regard to auction/lease out for the Public Parking.

Therefore, a meeting regarding auction/lease out the Public Parking situated in the New Judicial Court Complex Kapurthala, is held today i.e. 28.04.2023 under the Chairmanship of Sh. Rakesh Kumar, Addl. District & Sessions Judge, Kapurthala. Ms. Rajwant Kaur, Civil Judge (Sr.Divn.), Kapurthala and Ms. Supreet Kaur, Addl. Civil Judge (Sr.Divn.), Kapurthala, also attended the meeting.

The C.O.C. and Civil Nazir of the Court of Civil Judge (Sr.Divn.), Kapurthala, have produced the Judicial Courts Premises and Compound Fund Rules, 2013, but therein no rule regarding reduction of the auction amount. Therefore, the committee decided to reduce the auction amount to the 20% of the existed reserve price of last auction i.e. is ₹17,20,000/-, which comes to ₹13,76,000/-.

Therefore the reserve price for the auction/lease out the Public Parking may be fixed ₹11,46,667/- (5/6 of ₹13,76,000/-) for the period of 01.06.2023 to 31.03.2024, for the financial year 2023-2024.

Thus the reserve price for the tender for auction/lease out the public parking for the financial year 2023-2024 would be ₹11,46,667/- for the period of 01.06.2023 to 31.03.2024.

It was also discussed that while issuing the tender to lease out the parking, the following terms and conditions should also be mentioned in the tender notice, so that any ambiguity may not arise in future.

That the lessee represents as follows:

1. The use and occupation of the LEASED PREMISES will not tantamount to a tenancy and will not create any tenancy or other similar rights;
2. At no point of time will the lessee contend that this agreement or the occupation of the LEASED PREMISES amounts to or creates any tenancy or other similar rights to the LEASED PREMISES or any part thereof;
3. That the allotment of the parking site i.e. LEASED PREMISES by auction in favour of the lessee is purely temporary one, which can be revoked at any time without assigning any reason, and in the event of revocation on account of breach of any of the terms and conditions of the lessee, the lessee shall be bound to vacate the premises/parking site within one week of the notice of the revocation by the lessor or the Judge-in-Charge/District & Sessions Judge, Kapurthala and shall not be entitled to claim any compensation for any resultant injury thereof or otherwise.
4. That the lessee shall abide by the directions issued by Parking Site Management Committee (in short 'PSMC'), as formulated from time to time by Judge-In-Charge/District & Sessions Judge, Kapurthala for smooth functioning of parking.
5. That the lessee shall handover the possession of the premises peacefully and in good

condition to the lessor or Parking Site Management Committee or to Judge-in-charge/District & Sessions Judge, Kapurthala on expiry/termination of the lease deed. On failure to vacate within afore mentioned time, the lessee shall pay charges for period of unauthorized occupation after default at the rate to be fixed by the Parking Site Management Committee or by Judge-in-Charge District & Sessions Judge, Kapurthala, in his sole and absolute discretion.

6. That the lessee shall not sublet/assign or otherwise part with or transfer the possession or use the premises or part thereof for any other purpose including residence/stay of workers employees.
7. That the lessee shall maintain proper hygiene and cleanliness and shall keep the premises neat and clean.
8. That the lessee will not damage the premises or allow anything to be done therein which may endanger the premises or adjacent building to be damaged by fire or otherwise.
9. That the lessee shall be liable to pay the taxes as imposed from time to time by time by the Govt. of Punjab or any other authority including GST/Service Tax as may be applicable.
10. That the lessee shall be liable to pay the taxes as imposed from time to time by the Parking Site Management Committee or the District & Sessions Judge, Kapurthala with regard to the matters concerning the parking site.
11. That lessee alone shall be liable for any injury sustained by the employee during the course of employment and will also be liable to pay all the damages which may be claimed by its employees.
12. That inspection and surprise visit will be conducted by Parking Site Management Committee or on the orders Judge-in-Charge/District & Sessions Judge, Kapurthala, to ensure cleanliness.
13. That the committee has recommended the charges for parking the four wheelers i.e. Car, Jeep, etc. @ ₹30 per day and two wheelers @ ₹15/- per day.
14. That the dealing of the lessee and his staff with the persons shall be very polite and courteous.
15. That the 25% of the auction/lease price, will have to be deposited at the spot by the highest bidder and if the contractor fails to do so his earnest money deposited by him/her shall be forfeited and the balance amount will be paid within one month from the date agreement.

#### **Breach of terms & conditions**

16. That in the event of lessee committing any breach of any terms and conditions of the lease agreement on his part, the lessor shall be at liberty to terminate the lease agreement forthwith by giving one month's notice to forfeit the lease amount or any part thereof.
17. That in case the lessee wants to leave the leased premises parking site, he will have to give one month clear notice in writing and in that eventuality, the lessee shall not be entitled to refund of lease amount and he/she shall clear all arrears and other dues, if any.
18. That on the expiry of the period fixed for the lease or in the even of revocation under the terms and conditions of non-user of the parking site for a period of thirty (30) consecutive days, the lessor shall be entitled to re-enter upon the services and assume exclusive possession thereof and deal it in such a manner as it may deem fit and belonging be auctioned unless claimed within one month of the assumption of such possession by the lessor. The lessor shall further be entitled to appropriate out of the proceeds of such sale, the money

due to the Judge-in-charge/District & Sessions, Kapurthala, if any, from the lease.

19. That the arrears of lease amount and other charges, if any, will be treated and realized as arrears of land revenue.
20. That this lease deed can be treated as canceled by both the parties by giving one month notice to the other party.


#### **Employees of lessee**


21. That the lessee shall engage necessary servants at his own responsibility for the proper carrying out of the terms of the agreement and such servants shall be men of experience and shall at all time be properly and neatly dressed as well as well behaved.
22. That the parking site shall be kept open on all working days & during Lok Adalat from 09.30 am to 05.00 pm and other working days with permission of Parking Site Management Committee.
23. That the lessee will run the parking site from 09.30 am to 05.00 pm and no employee of the lessee will remain in the Court premises before 07.00 a.m. and after 06.00 pm.
24. That the lessee shall always keep an adequate insurance cover in respect of his/her employees and the lessor will not be liable in any eventuality for the acts done or consequences suffered by its employees.
25. That no child labour will be engaged by the lessee.
26. That the lessee will confirm to and abide by all the environmental laws.

#### **Arbitration**

27. That all the disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before specifically provided for) shall be referred to the sold arbitration of Judge-in-charge/District & Sessions Judge, Kapurthala or any person nominated by him. No objection shall be entertained to any such appointment on the ground that the person appointed is a Govt. servant or otherwise.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above.

  
(Rakesh Kumar)  
Addl. District & Sessions Judge,  
Kapurthala.

  
(Rajwant Kaur)  
Civil Judge (Sr.Divn.)  
Kapurthala.

  
(Supreet Kaur)  
Addl. Civil Judge (Sr.Divn.),  
Kapurthala.

28/4/23

**MINUTES OF THE MEETING REGARDING AUCTION/ LEASE OUT THE PHOTOSTAT SERVICE, COMPUTER SERVICE, PETITION WRITER, STAMP VENDORS AND TYPISTS, IN THE NEW JUDICIAL COURTS COMPLEX, KAPURTHALA.**

On 22.03.2023, the auction for the Public Utility Services i.e. open booths for Photostat Service, Computer Service, Stationery Vendors, Petition Writer and Stamp Vendor was held in the Court Complex, Kapurthala. No application for the auction of the public utility service was received. Therefore the auction of the same could not be finalized on 22.03.2023 and in this regard intimated to the Ld. District & Sessions Judge, Kapurthala vide letter No. 188 dated 23.03.2023. Further Ld. District & Sessions Judge, Kapurthala, vide their office letter No.2179 dated 28.03.2023, directed to proceed further in the matter under the rules, with the regard to auction/lease out for the Public Utility Services i.e. open booths for Photostat Service, Computer typist, Stationery Vendors, Petition Writer and Stamp Vendor.

Therefore, a meeting regarding auction/lease out the Public utility services is held today i.e. 28.04.2023 under the Chairmanship of Sh. Rakesh Kumar, Addl. District & Sessions Judge, Kapurthala. Ms. Rajwant Kaur, Civil Judge (Sr.Divn.), Kapurthala and Ms.Supreet Kaur, Addl. Civil Judge (Sr.Divn.), Kapurthala, also attended the meeting.

As per previous publication no application for the public utility services had been received. Therefore, the committee decided that the fresh dated be fixed for auction/ lease out of one block on the 2<sup>nd</sup> floor in which 11 booths of size 6'x6' each is available and can be provided to the vendors. The detail of the booths with last reserve price is as under:-

Sr. No.	Type of service	Number of counter	Last Reserve Price
1	Photostat Service	3	144500/-
2	Computer Typist	2	82100/-
3	Stationery Vendor	2	45000/-
4	Petition Writer	2	25000/-
5	Stamp Vendor	2	25000/-

Thus the reserve price for the tender for a fresh auction/lease out the Service Blocks for the financial year 2023-2024 for the period 01.06.2023 to 31.03.2024 would be as under:-

Sr. No.	Type of service	Number of counter	Maximum bid price in the financial year 2023-2024 for the period <b>01.06.2023 to 31.03.2024.</b>
1	Photostat Service	3	120417/-
2	Computer Typist	2	68417/-
3	Stationery Vendor	2	37500/-
4	Petition Writer	2	20833/-
5	Stamp Vendor	2	20833/-

It was also discussed that while issuing the notice for auction/lease out the above said sites/counters, the following terms and conditions should also be mentioned in the notice, so that any ambiguity may not arise in future.

That the lessee represents as follows:-

1. The use and occupation of the LEASED PREMISES will not tantamount to a tenancy and will not create any tenancy or other similar rights;
2. At no point of time will the lessee contend that this agreement or the occupation of the LEASED PREMISES amounts to or creates any tenancy or other similar rights to the LEASED PREMISES or any part thereof;
3. That the allotment of the counter/ Site space i.e. LEASED PREMISES by auction in favour of the lessee is purely temporary one, which can be revoked at any time without

assigning any reason, and in the event of revocation on account of breach of any of the terms and conditions of the lease deed, the lessee shall be bound to vacate the premises site within one week of the notice of the revocation of the lease deed by the lessor or the Judge-in-Charge/District & Sessions Judge, Kapurthala and shall not be entitled to claim any compensation for any resultant injury thereof or otherwise;

4. That the lessee shall abide by the directions issued by Lessor Judge in charge/District & Sessions Judge, Kapurthala as well as Civil Judge (Sr.Divn), Kapurthala, from time to time;

5. That it has also been recommended by the Committee that the vendee shall apply for their own electricity connection to the PSPCL. The Vendee shall pay the electricity bill regularly to the concerned department;

6. That the lessee shall handover the possession of the premises peacefully and in good condition to the lessor or to Judge-in-charge/District & Sessions Judge, Kapurthala on expiry/termination of the lease deed. On failure to vacate within afore mentioned time, the lessee shall pay charges for period of unauthorized occupation after default at the rate to be fixed by the Judge-in-Charge/District & Sessions Judge, Kapurthala or the Civil Judge(Sr.Divn), Kapurthala in his sole and absolute discretion;

7. That the lessee shall not sublet/assign or otherwise part with or transfer the possession or use the premises or part thereof for any other purpose including residence/stay of workers/employees;

8. That the lessee shall maintain proper hygiene and cleanliness and shall keep the premises neat and clean;

9. That the lessee will not damage the premises or allow anything to be done therein which may endanger the premises or adjacent building to be damaged by fire or otherwise;

10. That the lessee shall be liable to pay the taxes as imposed from time to time by time by the Govt. of Punjab or any other authority including VAT/Service Tax as may be applicable;

11. That lessee alone shall be liable for any injury sustained by the employee during the course of employment and will also be liable to pay all the damages which may be claimed by its employees;

12. That inspection and surprise visit will be conducted by Judge-in-Charge/District & Sessions Judge, Kapurthala or by the Civil Judge(Sr.Divn), Kapurthala, to ensure cleanliness;

13. That the committee has recommended the that the vendee charges for their services as per the following schedule:-

Sr. No.	Type of service	Rate
1	Photo copy per page	Rs.1/-
2	Computer print/type per page	Rs.5/-
3	Stamp Vendor/Petition writer	As per the govt. instructions.

The committee has also recommended that the vender should display the rate list at his/their counter;

14. The Stamp vendor/Petition Writer should have a valid license issued by the competent authority. In the absence of the license they are not eligible to participate in the auction;

15. That the dealing of the lessee and his staff with the persons shall be very polite and courteous;

16. It has also been recommended by the committee that the vendee shall be responsible for the safe custody of their belongings such as Photostat Machine, Computer, Typewriter etc.;

17. It has also recommended by the committee that all the vendee shall ensure that they have

switched off the electricity appliances before leaving premises.

18. That the 25% of the auction/lease price, will have to be deposited at the spot by the highest bidder and if the contractor fails to do so his earnest money deposited by him/her shall be forfeited and the balance amount will be paid within one month from the date agreement.

#### Breach of terms & conditions

19. That in the event of lessee committing any breach of any terms and conditions of the lease agreement on his part, the lessor shall be at liberty to terminate the lease agreement forthwith by giving one month's notice to forfeit the lease amount or any part thereof;

20. That in case the lessee wants to leave the leased premises, he will have to give one month clear notice in writing and in that eventuality, the lessee shall not be entitled to get the refund of lease amount and he/she shall clear all arrears and other dues, if any;

21. That on the expiry of the period fixed for the lease or in the event of revocation under the terms and conditions of non-user of the premises for a period of thirty (30) consecutive days, the lessor shall be entitled to re-enter upon the services and assume exclusive possession thereof and deal it in such a manner as it may deem fit and belonging be auctioned unless claimed within one month of the assumption of such possession by the lessor. The lessor shall further be entitled to appropriate out of the proceeds of such sale, the money due to the Judge-in-charge/District & Sessions, Kapurthala, if any, from the lease;

21. That the arrears of lease amount and other charges, if any, will be treated and realized as arrears of land revenue.

22. That this lease deed can be treated as canceled by both the parties by giving one month notice to the other party;

#### Employees of lessee

23. That the lessee shall engage necessary servants at his own responsibility for the proper carrying out of the terms of the agreement and such servants shall be men of experience and shall at all time be properly and neatly dressed as well as well behaved.

24. That the lessee will use the premises from 09.30 am to 05.00 pm and no employee of the lessee will remain in the Court premises before 9.00 a.m. and after 6.00 p.m.;

25. That the lessee shall always keep an adequate insurance cover in respect of his/her employees and the lessor will not be liable in any eventuality for the acts done or consequences suffered by its employees;

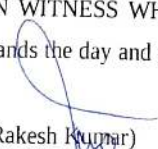
26. That no child labour will be engaged by the lessee;

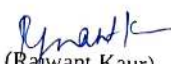
27. That the lessee will confirm to and abide by all the environmental laws.

#### Arbitration

28. That all the disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before specifically provided for) shall be referred to the sole arbitration of Judge-in-charge/District & Sessions Judge, Kapurthala or any person nominated by him. No objection shall be entertained to any such appointment on the ground that the person appointed is a Govt. servant or otherwise;

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above.

  
(Rakesh Kumar)  
Addl. District & Sessions Judge,  
Kapurthala.

  
(Rajwant Kaur)  
Civil Judge (Sr.Divn.)  
Kapurthala.

  
(Supreet Kaur)  
Addl. Civil Judge (Sr.Divn.)  
Kapurthala.

28/1/23