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. Canteen and Open Booths for Photostat Services, Computer Typist, Stationery Vendor, Petition Writer, Stamp Vendor etc., situated in the New Judicial Court Complex, Kapurthala, will be held on **27.05.2025,** for the period from **01.06.2025 to 31.03.2026** in the conference/meeting room of this Court Complex. Description of the area as well as information about reserve price, is mentioned as under:-

CANTEEN

Sr. No.	Name of site	Location	Area in square ft.	Reserve Price ₹ In Lacs **(01.06.2025 to 31.03.2026) (10 months)**
1.	Canteen	Situated in the outer area of the Court Complex near water pump.	72'x70'	₹ 7,06,667/-

OPEN BOOTHS 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 **01.06.2025 to 31.03.2026. (10 months)**
1.	Photostat Service	3(6'x6') each	₹ 91,517/-(per counter)
2.	Computer/Typist	2(6'x6') each	₹ 51,997/-(per counter)
3.	Stationery Vendor	2(6'x6') each	₹ 28,500/-(per counter)
4.	Petition Writer	2(6'x6') each	₹ 15,833/-(per counter)
5.	Stamp Vendor	2(6'x6') each	₹ 15,833/-(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 **26.05.2025 till 05:00 p.m.** After **26.05.2025,** no application would be entertained. Open auction would be held at 02:00 p.m. on **27.05.2025 (Tuesday),** 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://kapurthala.dcourts.gov.in 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 01.06.2025. 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 **01.06.2025 to 31.03.2026 (10 months).**

Dated: 16.05.2025.

District & Sessions Judge,
Kapurthala.

Endst. No. **4426** Dated **16.05.2025**

TERM AND CONDITIONS FOR CANTEEN

1. Lease period will be for one year i.e. 01.04 2025 to 31.03.2026; 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 Canteen 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 agreement, the lessee shall be bound to vacate the premises/Canteen within one week of the notice of the revocation of the lease agreement by 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 Canteen Management Committee (in short 'CMC'), as formulated from time to time by Judge-In-Charge/District & Sessions Judge, Kapurthala for smooth functioning of Canteen.
5. That the lessee shall handover the possession of the premises peacefully and in good condition to the lessor or Canteen Management Committee or to Judge-in-charge/District & Sessions Judge, Kapurthala on expiry/termination of the lease agreement. 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 Canteen 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 abide by the municipal bye-laws/directions issued from time to time by Health Department relating to operation and maintenance.
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 GST/Service Tax as may be applicable.
11. That the lessee shall be liable to pay the taxes as imposed from time to time by the Canteen Management Committee or the District & Sessions Judge, Kapurthala with regard to the matters concerning the Canteen.
12. That the rates of price of items will be fixed in consultation with Canteen Management Committee and the lessee would charge from its customers only the rates so approved.
13. 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.

14. That inspection and surprise visit will be conducted by Canteen Management Committee or on the orders Judge-in-Charge/District & Sessions Judge, Kapurthala, to ensure the cleanliness, quality of eatable items, price of items, personal hygienic, physical stock, accounts book, cash, property and raw material.
15. That the lessee shall not do anything in or outside the Canteen, which may be nuisance or cause annoyance to the neighboring offices or Courts.
16. That the lessee shall not exhibit in the said premises any printed or written notice or advertisement of any kind whatsoever except an approved rate list.
17. That the Canteen Management Committee or Judge-In-Charge/District & Sessions Judge, District Court, Kapurthala, reserve the right to let out to any third person, the advertisement space and the lessee shall have no objection to the same.
18. That the lessee shall be fully responsible for all damages or losses to the District Courts property including fixtures and fitting within the said premises and shall be liable to replace such losses or damaging excepting those which occur due to reasonable use and wear and tear or such as are caused by storm, earthquakes or act of God and shall in particular on demand pay for all panes and glasses broken in the doors and windows of the said premises which are not due to normal wear and tear. Such damages shall be assessed by the PWD.
19. That the lessee will not preserve the living things in the Canteen and also will not serve non-veg items, as well as liquor, to the buyers.
20. That the lessee will not serve the food by moving around in the corridors or the waiting area/premises of courts nor will be make use of any trolly for that.
21. That the lessee shall install the sub meeter of electricity. In case of any increase of electricity charges by the PSPCL, the licensee will pay electricity charges as such enhanced rates, as decided by the Committee. In case of default in payment of electricity charges, the lessor will be entitled to charge surcharge @ 15% PA besides forthwith eviction/ ejectment from the premises.
22. That the dealing of the lessee and his staff with the persons shall be very polite and courteous.
23. Lessee shall maintain quality of food as per food standard by FDA. Lessee shall employ adequate staff for the better services and will keep good crockery and furniture.
24. 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

25. That in the event of lessee committing any breach of any terms and conditions of the license 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 agreement fee or any part thereof.
26. That in case the license wants to leave the leased premises Canteen, the lessee will have to give one month clear notice in writing and in that eventuality, the lessee shall not be

entitled to refund of license fee and he/she shall clear all arrears and other dues, if any.

27. That on the expiry of the period fixed for the lessee or in the event of revocation under the terms and conditions of non-user of the Canteen 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 deed.

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

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

Employees of licensee

30. 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.

31. That the Canteen shall be kept open on all working days & during Lok Adalat and other working days with permission of Canteen Management Committee.

31. 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.

32. That the lessee will lock the Canteen by 6 P.M. in the evening and one spare key of the Canteens will remain with In-charge Care Taking Branch.

33. That no child labour will be engaged by the lessee.

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

Arbitration

35. 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.

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TERM AND CONDITIONS FOR AUCTION/LEASE OUT THE PHOTOSTAT SERVICE, COMPUTER SERVICE, PETITION WRITER, STAMP VENDORS AND TYPISTS.

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 install the sub meeter of electricity. In case of any increase of electricity charges by the PSPCL, the licensee will pay electricity charges as such enhanced rates, as decided by the Committee. In case of default in payment of electricity charges, the lessor will be entitled to charge surcharge @ 15% PA besides forthwith eviction/ ejectment from the premises
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 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	₹ 1/-
2	Computer print/type per page	₹10/-
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.

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