

**IN THE OFFICE OF CIVIL JUDGE (SENIOR DIVISION), SANGRUR.**

**PUBLIC AUCTION NOTICE**

It is notified that in accordance with Hon'ble High Court's Judicial Courts Premises and Compound Fund Rules, 2013, a Public Auction for Canteen for the public utility services situated at Judicial Courts Complex at Sub-Divisions Malerkotla will be held on 05.08.2023 at 3.00 P.M., for the lease period from 07.08.2023 to 31.03.2024 in the office of Additional Civil Judge(Sr.Divn.), Malerkotla. The aspiring bidders are directed to deposit an amount of Rs.10,000/- as earnest money on 05.08.2023 by 12.30 P.M., positively, for auction at sub division, Malerkotla in the office of Additional Civil Judge(Sr.Divn.), Malerkotla.


The earnest money of unsuccessful bidders shall be returned on the same day. The detailed terms and conditions shall be available on the website of Sangrur Sessions Division i.e. [www.ecourts.gov.in/sangrur](http://www.ecourts.gov.in/sangrur).

**SITES AT JUDICIAL COURTS COMPLEX, MALERKOTLA**

<b>Sr. No.</b>	<b>Name of Public Utility Service</b>	<b>Reserved Price for the period from 07.08.2023 to 31.03.2024</b>
1.	Canteen (Ground Floor)	Rs.12,000/-

The aspiring bidders can inspect the Site Plan of the aforesaid Public Utility Service on any working day by paying a fee of Rs.100/- in the form of Court Fee Stamp, with the Superintendent of the office of District & Sessions Judge, Sangrur

The successful bidders shall have to sign and follow the agreement form (Annexure-A) as well as the terms and conditions (Annexure-B).



  
(Harvinder Singh Sindhia)  
Civil Judge(Sr.Divn.),  
Sangrur.

Endorsement No. 1686 Dated 20-07-2023

Copy forwarded to the followings:-

1. Learned District & Sessions Judge, Sangrur for information please.
2. Additional Civil Judge (Sr. Divn.), Malerkotla with the request to display the same on the notice board of her respective Court and get the auction effected.
- ✓ 3. System Officer of the office of Learned District & Sessions Judge, Sangrur, for uploading this "Public Auction Notice" alongwith Application form, Annexure A, Annexure B and Hon'ble High Court notification on the web site of Sangrur Sessions Division i.e. [www.ecourts.gov.in/sangrur](http://www.ecourts.gov.in/sangrur).
4. Manager "Chardikala News Paper" Patiala for publishing the notice in the newspaper on 22.07.2023.

Dated: 20.07.2023

  
(Harvinder Singh Sindhia)  
Civil Judge (Sr. Division)  
Sangrur. 

**FORMS UNDER THE JUDICIAL COURTS PREMISES AND COMPOUND**

**FUND RULES**

**APPENDIX-A**

**FORM OF AGREEMENT**

I \_\_\_\_\_ son of \_\_\_\_\_ aged \_\_\_\_\_ years,  
resident of \_\_\_\_\_ Tehsil  
\_\_\_\_\_ District \_\_\_\_\_, being in full possession of my senses, hereby  
execute this deed of agreement in favour of the District Judge, Sangrur, and in respect of  
leasing \_\_\_\_\_ of \_\_\_\_\_ enclosures, in Judicial  
Courts Premises, \_\_\_\_\_, subject to the following terms and conditions, which  
shall be strictly binding upon me:-

1. That I shall be the lessee of the above for a period from the 7<sup>th</sup> of August, 2023 to the 31<sup>st</sup> of March, 2024.
2. That I shall deposit immediately 1/4th of Rs. \_\_\_\_\_ the lease money, i.e. Rs. \_\_\_\_\_. The balance will be paid by 5<sup>th</sup> of September, 2023.
3. That I shall produce a surety who will execute a bond to the effect that he will be responsible to pay the lease money due to the District Judge in case I make default in paying the same.
4. That I shall keep no livestock in the Judicial Courts Complex.
5. That I shall make no additions or alterations of any sort to the enclosure leased to me.
6. That I shall afford ample protection for foodstuff and other eatables as approved by the Civil Judge (Sr. Divn.), Sangrur.
7. That in case of a breach of any of the above cited conditions on my part, the District Judge, Sangrur, may direct the said lease to be cancelled without further notice and that I shall not be entitled to claim a refund from the money deposited and that I shall compensate the District Judge, Sangrur for the loss suffered on account of releasing of the enclosure.
8. That on the expiry of the term of the lease, I shall vacate the enclosure leased to me and deliver possession thereof forthwith to the District Judge, Sangrur and no further notice of ejectment will be necessary.

In witness whereof, I \_\_\_\_\_ subscribe my name at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_.

**Witness:**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
(Signature of Lessee)

(Harvinder Singh Sindhia)  
Civil Judge (Sr. Division)  
Sangrur.

**OFFICE OF THE CIVIL JUDGE (SENIOR DIVISION), SANGRUR.**

**TERMS AND CONDITIONS**

**APPENDIX-B**

1. That the highest bidder shall be declared as successful contractor.
2. The District & Sessions Judge, Sangrur reserves right to reject the offer of any person/ organizations/agencies without assigning any reason.
3. Every contractor aspiring to take part in auction shall have to deposit an amount of Rs.10,000/-, in the office of the Addl.Civil Judge(Sr.Divn.), Malerkotla as earnest money which shall be returned to unsuccessful bidders on the same day.
4. The contractor who has any outstanding dues towards this department shall not be allowed to participate in the auction.
5. The 25% of the auction price i.e. total auction price calculated for the period from 07.08.2023 to 31.03.2024, 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 shall be forfeited and the auction shall be held again.
6. The remaining amount shall be paid within the period mentioned in the form of agreement and if the contractor fails to do so, the earnest money/entire security deposited by him/her shall be forfeited. The successful bidder shall have to furnish his/her identity proof, resident proof as well as his/her two passport size photographs, in the office of the Civil Judge (Sr.Divn.), Sangrur, for record.
7. The concerned contractors will be responsible to maintain cleanliness in and around the canteen/shop as well as in parking area and will make own arrangements for disposal of the waste. The Committee concerned can inspect the canteen premises and in case of violation of rules, the Committee concerned, under approval of the District & Sessions Judge, Sangrur and the Hon'ble High Court of Punjab & Haryana, Chandigarh, shall have the right to cancel the contract and forfeit and entire security deposits.
8. The concerned contractors may operate the canteen during office working hours.
9. The contractors will not change the basic structure of the canteen and will not sublet the same.
10. Contractor will not sell any intoxicants in the canteen nor he/she will allow anybody to misuse the premises of the canteen. Narcotic/intoxicants or liquor service is strictly prohibited. There will be no smoking in the Canteen.
11. Canteen contractor should ensure proper quality of eatables and there will be quality checks from time to time and his/her contract shall be liable to be cancelled if he/she is found selling substandard products. The contractor will be liable under all laws particulary under the Prevention of Food Adulteration Act etc.
12. Contractor will be responsible for providing canteen service from 07.08.2023 to 31.03.2024. If he/she stop providing service mid-way then his amount shall stand froteited and will not be refunded in any eventuality.
13. The contractor selected for canteen service will be required to maintain highest level of cleanliness both in and around the canteen premises and standard of hygiene with regard to the persons under his employment and utensils for serving the food. Big dustbin of good plastic should be kept. Carriers should be kept for disposal of wastage as per rules. Fly killer should be kept. Canteen should be cleaned daily. The items must be properly covered to maintain cleanliness.

14. The contractor shall not employ any person below the age of 18 years. No minor/bonded labour should be hired and the pay of employees will be given under the minimum wages Act.
15. The contractor will enter into the agreement as per prescribed proforma.
16. The canteen will remain closed on Sunday/Court holidays.
17. All the bylaws and M.C. Rules will remain in force.
18. Small stationary items may also be kept in the canteen.
19. Boards showing the rate list of items being sold in the canteen as well as parking fee for vehicles shall be displayed.
20. The packed food items will not be sold at a price more than MRP printed thereon.
21. In case of other items i.e. Self-made/prepared food items, the same shall not be sold beyond the market/D.C. Rates, keeping in view the weight and quality of the items.
22. The Committee concerned, under approval of the District & Sessions Judge, Sangrur and the Hon'ble High Court of Punjab & Haryana, Chandigarh, reserves the rights to alter or vary any term and condition regarding leasing out the Canteen, at Judicial Courts Complex, \_\_\_\_\_
23. The contract shall be liable to pay any tax payable to Government on account of amount of auction.
24. The contract shall be liable to be cancelled at any moment if the contractor is found doing illegal activities or providing services which are not in concurrence with the above mentioned terms and conditions and the deposited amount shall be forfeited and will not be refunded in any eventuality.
25. Contractor will install his own electric connection and pay the bill to PSPCL or will install sub-meter without interference within the basic electricity configuration of the complex. The charges of electricity meter and separate bill will be paid by the Canteen & Photostat shop holder. No use of heater/A.C. will be done in the Canteen/Photostat shop.
26. Only two filled Gas Cylinders can be kept in the Canteen.
27. The contractor shall not be permitted to transfer the lease rights or part with possession of leased premises in favour of any third person.
28. Contractor shall bear all expenses and the contractor will be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.
29. The vacant possession of the Canteen will be handed over on or before 12:00 P.M. on 31.03.2024.
30. Cold Water purifier will be installed by the Contractor of Canteen.
31. Necessary Banners/Boards will be installed.
32. Such other term and conditions as may be announced at the spot at the time of auction.

(Harvinder Singh Sindhia)  
Civil Judge (Sr. Division)  
Sangrur. 