

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH AT NAGPUR**

**PUBLIC INTEREST LITIGATION NO. 7 OF 2016.**

(COURT ON ITS OWN MOTION ..VS.. THE UNION OF INDIA, MINISTRY OF ROAD TRANSPORT & HIGHWAYS, NEW DELHI.)

**WITH**

**PUBLIC INTEREST LITIGATION NO. 5 OF 2016.**

(COURT ON ITS OWN MOTION ..VS.. THE UNION OF INDIA, MINISTRY OF ROAD TRANSPORT & HIGHWAYS, NEW DELHI.)

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Office Notes, Office Memoranda of Coram,  
appearances, Court's orders or directions  
and Registrar's orders

Court's or Judge's orders

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Shri S.P.Bhandarkar, Amicus Curiae a/w Shri Manish Shukla, Advocate  
Ms Mugdha Chandurkar, Advocate for Respondent No.1.  
Ms Ketki Joshi, G.P. and Shri D.P.Thakre, Addl. G.P. for Respondent Nos.  
2, 3, 6, 12 & 13.  
Shri Sudhir Puranik, Advocate for Respondent No.8.

**CORAM : SUNIL B. SHUKRE AND**  
**ANIL S. KILOR, JJ.**

**DATED : JULY 01, 2021.**

**CIVIL APPLICATION ST.NO.7517 OF 2021.**

Heard.

2. For the reasons stated in the application, the application is allowed. The proposed amendments are directed to be carried out to the memo of petition forthwith.

3. Upon carrying out all the amendments, notice be issued to the newly added respondents i.e. respondent No. 14-Nagpur Smart & Sustainable City Development Corporation Ltd. (NSSCDCL), through its

Chairman, 7<sup>th</sup> Floor, New Administrative Building, Civil Lines, Nagpur, Respondent No.15-Maharashtra Information Technology Corporation Limited, through its concerned Officer, 3<sup>rd</sup> Floor, Apeejay House, Dinshaw Vachha Road, Near K.C. College, Ganesh Murti Nagar, Churchgate, Mumbai-400020, Respondent No.16-Larsen & Toubro Limited, through its Directors/ CEO, L & T House, Ballard Estate, P.O. Box 278, Mumbai – 400 001, India and respondent No.17-Larsen & Toubro Limited, through its Directors/CEO, Zonal Office at 12, Ambazari Road, Om Sai Nagar, Shivaji Nagar, Nagpur Maharashtra.

Copy of the petition be furnished to the newly added respondents.

The Civil Application stands disposed of accordingly.

**CIVIL APPLICATION ST.NO.7520 OF 2021.**

1. Heard.
2. This application has been urgently moved today for seeking intervention of this Court in an issue, which, as stated in the application, has put larger public interest and public safety in danger.
3. It may be recalled here that this Court on different occasions in this petition had issued directions

to the Nagpur Municipal Corporation for installation of CCTV cameras and these directions were issued only with a view to ensure public safety, monitor activities of criminals and criminal gangs roaming around the streets of Nagpur, streamline the vehicular and pedestrian traffic, instill fear in the mind of prospective offenders so that they are deterred from committing any crimes and create sense of security amongst citizenry, in particular senior citizens of Nagpur.

4. It were on the directions of this Court that an ambitious project for installation of CCTV cameras was taken up by the Nagpur Municipal Corporation in joint collaboration with Maharashtra Information Technology Corporation Limited (hereinafter referred to as “Maha-IT”) I.T. and Directorate of Information Technology. It appears that this project received nod of the Government and Special Project Vehicle called as “Nagpur Smart and Sustainable City Development Corporation Limited” was incorporated and now the streets and localities of Nagpur have CCTV cameras installed. There are at present 3700 CCTV cameras and their functioning has to a great extent served the objects for which they have been installed in the city of Nagpur.

5. It is informed by Shri Sheel Ghule, General Manager E-Governance, Nagpur Municipal Corporation that maintenance of these cameras and the entire hardware has been entrusted to Larsen & Toubro

Limited, the respondent nos.16 and 17. He submits that some issues have recently cropped up, which relate to non-payment of some of the dues payable to Larsen and Toubro Limited under the contract.

6. Shri Bhandarkar, learned Amicus Curiae submits that those issues are internal to the parties to the contract but the *inter se* dispute of the parties to the contract must not be permitted to spillover into public domain so as to severely affect public interest and this is what has happened now. He submits that since yesterday CCTV cameras are not functioning and out of the inter se dispute between the parties, Larsen & Toubro Limited has taken a step which has resulted into non-functioning of these cameras, thereby jeopardizing the public interest.

7. Shri Ajay Ramteke, Project Manager of Larsen & Toubro Limited, Nagpur is personally present in the Court. He has attended the Court on having received a call from the office of Government Pleader as two civil applications were to be heard today and the submissions made in these applications concerned the interest of Larsen and Toubro Limited.

8. Shri Ajay Ramteke, informs that at present an amount of Rs.135 crores is outstanding against the Government or against Maha-IT and it is not the case that Larsen and Toubro Limited has stopped the

functioning of the cameras. He submits that the cameras are functioning and video recording is also being done and the only step that has been taken by Larsen and Toubro is stoppage of access to the CCTV cameras by police and other concerned parties.

9. We are not aware of the terms and conditions of the contract between the Larsen and Toubro Limited Maha-IT and Respondent No.14. But, what we have become aware is of the consequence of a particular act committed by Larsen and Toubro Limited. The consequence as has been submitted by learned *Amicus Curiae* and rightly so, is deleterious to public interest. In fact, if no access is provided to police, the very purpose of installation of CCTV cameras would be defeated and it may also go against the spirit of the directions issued by this Court regarding installation of the cameras.

10. If the monitors and TV Screens are to go blank, police will not be able to control and monitor the activities of the criminals and also be unable to ensure smooth carriage of vehicular traffic. It may also have cascading effect on the Society in general in the sense that slowly and gradually the members of the public would come to know of the loss of control over the activities of the criminals by police and a sense of fear will grip the whole society. Therefore, we are of the view that something must be done by all concerned authorities, including the parties to the contract, and that

they must get together their hands and resolve the *inter se* dispute between them while ensuring at the same time that public interest and public safety are duly protected. We must mention it here at the cost of repetition that the step taken by Larsen and Toubro Limited in stopping access to CCTV cameras not only apparently interferes in performance of public duty by public authorities but is also *prima facie* questionable in law, when the Nagpur Municipal Corporation and Police Department submit that the Larsen and Toubro Limited does not own the entire hardware including CCTV cameras. If this claim is true, a question would arise whether any maintenance agency like Larsen and Toubro Limited has a right to stop access and if not, how such an act of access stoppage would be viewed by law? At this juncture, we refrain from making any attempt to answer the question as we think that there is available a better way of resolution of the issue and, therefore, it must be explored first, in the spirit of the saying “wisdom is the better part of valour”.

11. Mr.Ajay Ramteke, today has made a statement that the access to the CCTV cameras to police and concerned parties would be immediately restored by the Larsen and Toubro Limited, but he also makes a request for rendering assistance to his company for getting back its outstanding amount. His statement regarding restoration of access is accepted.

12. Today, nobody is present on behalf of the respondent no.15 i.e. Maha-IT. It appears that ultimately the outstanding balance is required to be cleared by Maha-IT, provided the execution of contractual work and discharge of contractual obligations both are found to be satisfactory.

13. Shri Sheel Ghule, submits that so far as share of respondent no.14 is concerned, it has already been deposited with Maha-IT and now it would be for Maha-IT to make over the same to Larsen and Toubro Limited. Whatever may be the modalities of making of payment to Larsen and Toubro Limited, the fact remains that payment, if due as per the terms of the contract, must be made by these Government entities on the scheduled dates and if there are some extraordinary reasons which hamper maintenance of payment schedule, it would be in the interest of public and all parties that the Government entities duly inform the other party i.e. Larsen and Toubro Limited, the reasons for the delay in maintaining the payment schedule and with mutual agreement get the payment schedule revised appropriately, if that is possible, and in case that is not possible, the parties to the contract may resort to whatever grievance redressal mechanism is provided under the contract and law. But, the parties must never allow their *inter se* dispute to make public interest and

safety a casualty. But, unfortunately this has happened here and this Court as custodian of constitutional rights, has a reason to feel worried.

14. It appears that some communication gap has developed between the employer and the contractor in this case, which has resulted into such a worrisome situation. We would not have expressed our concern about such communication gap, had it not been for the adverse impact on the public interest and public safety in the City of Nagpur. Considering the larger public interest that now we urge the parties to the contract to resolve the issue amicably and we further make our request to the Government entities involved in the project to ensure that all the outstanding amounts, which are due and payable and about which there is no dispute, are paid to the Larsen and Toubro Limited at the earliest. We further request the Government entities to pay as a first step towards the same, substantial amount out of the total outstanding balance, which is undisputed and which is due and payable to the Larsen and Toubro Limited.

15. We would request Shri Deepak Thakre, learned Additional Government Pleader to co-ordinate with respondent no.15 and inform the respondent no.15 to file a detailed affidavit before this Court, which must include the statement regarding clearance of the outstanding balance, undisputed and which is due and



payable to Larsen and Toubro Limited, within a certain time limit out of which substantial amount, if any, we expect, may be paid to Larsen and Toubro Limited within next 15 days.

16. Stand over to 16<sup>th</sup> July, 2021.

(ANIL S. KILOR, J)

(SUNIL B. SHUKRE, J)

Wadkar/RRaut..