

AGREEMENT

This agreement made at Delhi on _____ day of _____

Two thousand _____ between Shri/Smt/M/s
_____ son of/daughter of wife of
_____ residing at _____

hereinafter called 'the owner' which term shall include his/her successors and assigned who will be called hereinafter 'The party of the first Part' and Delhi Transport Corporation through the General Manager or Regional Manager or Sr. Manager (Traffic) who has been authorized to sign on behalf of MD, DTC vide Office Order No. 8 dated 04.02.1980, read with Resolution No. 5/80 dated 15.01.80 amended by Circular No. 202 dated 16.01.1986 and amended by vide Circular No. TR/PO/9/Agreement/92/794 dated 24.04.92 hereinafter called 'The party of the Second Part'.

WHEREAS Delhi Transport Corporation was established vide Notification of Government of India in the Ministry of Shipping & Transport, New Delhi vide No. TAG/23/71 dated 03.11.1971 having its Head Office at I.P. Estate, New Delhi- 110002 which terms unless repugnant to the context will include its successors and assigns and hereinafter called D.T.C and subsequent takeover by Govt. of NCT of Delhi w.e.f. 5.8.1996 vide Notification No. 555 (R) dated 5.8.1996 issued by the Government of India, Ministry of Surface Transport.

WHEREAS the party of the second part in order to meet the Transport requirement of the commuters in Delhi has desired to hire private buses under DTC Operation. And whereas the party of the first part has agreed to given his/her bus on hire under DTC Operation.

Now, this agreement witnesseth as under:-

1. Delhi Transport Corporation shall pay charges to the registered owner of private bus at the following rates for engaging his/her bus, particulars of which are given below:

Registration No. of bus	Year of Manufacture	Date of Registration	Age of bus on Date	Rate per K.M.
(1)	(2)	(3)	(4)	(5)

2. The party of the first part shall keep the bus particulars of which are given in Clause 1 roadworthy in terms of the Delhi Motor Vehicle Rules, 1993 and carry out all necessary repairs at his own cost and within time allowed by the MD, DTC or any other officer authorized by him by a special/general order and shall also keep it duly insured covering "THIRD PARTY'S RISK".

3. This agreement shall be valid from _____ to _____ (Sunday off) or as mentioned in the permit of the buses.
4. DTC is to pay charge, to the registered owner of the private bus, to the actual distance covered on allotted route by the bus, under DTC operation. However, no payment will be made for the extra K.Ms covered due to temporary diversion for which the fares are not revised, and any such distance for which fare is not charged.
5. Route and Depot, once allocated to the registered owner of the bus, shall not be changed on later stage.
6. (a) The registered owner of the private bus shall abide by the orders of the MD, DTC or any other officer authorized by him by a special/general order in regard to operation of buses from time to time. The schedule for operation and routes on which the bus will be utilized shall be fixed by the DTC from time to time and in manner to be determined by DTC and will be binding on the registered owner of the private bus.

(b) The party of the first part shall abide by all statutory provisions including those made under labour enactments.
7. The driver on the bus shall be provided by the registered owner of the private bus on his cost and the (driver) shall possess a valid license for driving heavy vehicle with PSV endorsement as per Motor Vehicle Act, 1988. Delhi Transport Corporation shall not be liable for any criminal and/or civil liability arising out of any accident or any action of tort and the registered owner of the private bus shall be responsible for defending the driver in the criminal and/or civil court in respect of the criminal case against the driver and/or claim cases either before Motor Accident Claim Tribunal or before any Civil Court against the registered owner.
- 8 (a) All expenditure on the operation and maintenance of the bus EXCEPT the expenditure on provision of conductor and cost of tickets shall be met by the registered owner of the private bus.

(b)The Delhi Transport Corporation shall not provide any breakdown service for the bus to its registered owner. It shall be the sole responsibility of the registered owner of the private bus to make arrangements for attending breakdowns of his bus at his own cost.
9. (a) The party of the first part shall submit five days pre-receipted bill showing the actual kilometrage covered by his/her bus under DTC operation and the payment against such bills if they are in order, shall be made within 03 working days of the receipt of the said bills.

(b) The dues recoverable from the registered owner shall be liable to be deducted from the bills of the registered owner irrespective of the fact that the vehicle has ceased to operate under the Agreement.

10. Under no circumstance, DTC shall be liable for any payment, if the trips are missed on account of defect in bus or fault on the part of the driver or the registered owner. In case of missed trips as a result of Civil commotion, action of GOD, excessive rains, flood, sudden imposition of curfews for maintenance of law and order promulgated under Section 144 of Cr.P.C. & other relevant sections or any other reason beyond the control of DTC, no payment will be made by the DTC to the registered owner of the private bus.
11. The party of the first part of the private bus or his driver shall not indulge in any subversive activity causing set-back to DTC revenue or anyway disrupt the normal service or bring disruption to it or cause inconvenience or harassment to commuters. The decision of the MD, DTC or any other officer authorized by him by a special/general order in the regard, shall be final and binding on the registered owner of the private bus.
12. The registered owner of the private bus shall bear full reasons responsibility for the payment of compensation under any law or enactment and under no circumstances, the DTC shall be responsible for any civil action of tort or any other action arising out of operation of the bus, particulars of which are given in Clause 1.
13. All the statutory obligations under labour laws or any other enactments of the benefits of the employees in relation to the operation of bus under DTC operation, particulars of which are given in Clause-1 will be complied with by the registered owner of the private bus and the consequences of any default in the implementation of the same will be the sole responsibility of the registered owner of the private bus. In case, DTC is called upon to bear any financial claims in this behalf e.g. provident fund, family pension, ESI etc. or is called upon to pay compensation under any law or enactment, the same shall be recovered from the registered owner of the bus.
14. In case of refusal of permit by the competent authority or due to other compelling circumstances, resulting in suspension or cancellation of permit or in the event of the bus being put out of operation due to legal action/order of Court of statutory authority, DTC will have no liability for payment of damage or compensation for abrupt termination of the agreement.
15. The MD, DTC or any other officer authorized by him by a special or general order shall have no liability for payment of damage or compensation for abrupt termination of the agreement.
16. In the event of any dispute arising out of the agreement, the same will be decided by the Managing Director, Delhi Transport Corporation who may decide the same himself or appoint or nominate any person to decide the same and the decision of the Managing Director, Delhi Transport Corporation or the person appointed/nominated by the MD, DTC shall be final and binding on both the parties.
17. Notwithstanding anything to the contrary contained in any of the foregoing clauses, the Managing Director, Delhi Transport Corporation shall have the absolute right to decide the matter as deemed fit.

IN WITNESS WHEREOF, the parties to the agreement herein set their respective hands on the day, month and year first above written.

Signature.....

(PARTY OF THE FIRST PART)

OWNER OF THE BUS

Address _____

WITNESS:

1. _____

2. _____

(PARTY OF THE SECOND
PART) R.M., DTC
For & On behalf of the MD.,
DTC I.P. Estate, New Delhi