

Court No. - 9

Case :- WRIT - C No. - 5183 of 2023

Petitioner :- M/S Chetak Aviation(A Unit Of Sultan Edu. Society)
Lko.Thru.President Bhanu Pratap Singh Yaduvanshi

Respondent :- State Of U.P. Thru. Addl. Chief Secy. Deptt. Civil Aviation
Govt. Of U.P. Lko. And Another

Counsel for Petitioner :- Prabhat Pankaj Tripathi,Ghaus Beg

Counsel for Respondent :- C.S.C.

Hon'ble Dinesh Kumar Singh,J.

Hon'ble Syed Qamar Hasan Rizvi,J.

1. Heard Sri Ghaus Beg, learned counsel for the petitioner, Sri Shailendra Kumar Singh, learned Chief Standing Counsel assisted by Sri Rahul Shukla, learned Additional Chief Standing Counsel for the State and perused the material placed on record.
2. The present petition under article 226 of the Constitution of India has been filed seeking quashing of the e-tender notice dated 06.06.2023 issued by the Government of Uttar Pradesh for airstrip at Dhanipur, (Aligarh) along with the other airstrips.
3. The petitioner had entered into contract with the Government in the year 2007. Though in terms of the contract, the lease of airstrip was for thirty years in favour of the petitioner but the same was to be reviewed renewed after every five years.
4. Learned counsel for the petitioner has not been able to point out any document after 2017, whereby, the petitioner's lease for the use of airstrip has been renewed for further five years. If the petitioner feels that there is a violation of any terms of the contract between him and the government, it can invoke arbitration clause. The contract itself provides the mechanism for resolution of the dispute under clause 26 of the contract which is an arbitration between the parties under the Arbitration and Conciliation Act, 1996.
5. We find no ground to interfere with the impugned tender notice. The petitioner can invoke the arbitration clause for alleged violation of any terms of the contract.
6. With the aforesaid liberty, this petition is **disposed of**.

(Syed Qamar Hasan Rizvi, J.) (Dinesh Kumar Singh, J.)

Order Date :- 22.6.2023/Mayank