

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of decision: 11th May, 2016.**

+ **W.P.(C) No.166/2013 & CMs No.337/2013 & 7148/2013 (both for stay)**

INDIAN OIL CORPORATION LTD. Petitioner

Through: Mr. Abhinav Vashisht, Sr. Adv. with
Mr. Rajat Navet, Adv.

Versus

DELHI DEVELOPMENT AUTHORITY & ANR Respondents

Through: Mr. Arun Birbal, Adv.

AND

+ **W.P.(C) No. 388/2013 & CM No.773/2013 (for stay)**

HINDUSTAN PETROLEUM CORPORATION LTD.....Petitioner

Through: Mr. Avneesh Garg, Mr. P. Sinha &
Mr. Sukreet Khandelwal, Adv.

Versus

DELHI DEVELOPMENT AUTHORITY & ANR Respondents

Through: Mr. Arun Birbal, Adv.

AND

+ **W.P.(C) No. 3546/2013 & CM No.6674/2013 (for stay)**

BHARAT PETROLEUM CORPORATION LTD. Petitioner

Through: Mr. Avneesh Garg, Mr. P. Sinha, Mr.
Samart Banerjee & Mr. Sukreet
Khandelwal, Adv.

Versus

DELHI DEVELOPMENT AUTHORITY & ANR.Respondents

Through: Mr. Rajiv Bansal and Mr. Siddhant
Gupta and Ms. Arpita, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

1. Each of the petitions (i) impugns the Circulars dated 24th September, 2007 and 1st August, 2011 of the respondent Delhi Development Authority (DDA) with regard to the fixation of licence fee for retail outlets; (ii) impugns the charging of retrospective interest @ 7% per annum on the licence fee; (iii) seeks a direction to the respondent DDA to fix the licence fee for retail outlets for a particular financial year prior to the said financial year and not after the expiry of the same; and (iv) seeks a direction to the respondent DDA to fix the licence fee after consideration of the representations made by the petitioners.

2. Notice of the petitions was issued and subsequently rule *nisi* was also issued and counter affidavits have been filed by the respondent DDA in each of the petitions and rejoinder thereto has been filed by the petitioner in W.P.(C) No.166/2013. The counsels were heard on 14th August, 2015 and to enable the counsel for the respondent DDA to respond to the queries raised during the hearing, the matter was adjourned to 20th August, 2015 and

thereafter to 2nd September, 2015, when after hearing further arguments, judgment was reserved.

3. It is the case of the petitioner in W.P.(C) No.166/2013:

- (i) that it is a Public Sector Undertaking (PSU) engaged in the business of refining crude oil and marketing petroleum and petroleum products and has in connection with the said business set up a number of retail outlets in National Capital Territory (NCT) of Delhi for marketing transportation fuels i.e. petrol and diesel;
- (ii) that the land on which the said outlets are being operated is owned by government land owning agencies, with the majority of the sites being owned by the respondent DDA and which sites were allotted to the petitioner on an annual licence fee basis;
- (iii) that the licence / lease was normally granted for a period of five years with rent / licence fee being revisable after every year;
- (iv) that after the year 1994, the annual licence fee was being fixed by the respondent DDA at the rate prevailing in the year 1994 with an increase of 8% thereupon every year;

- (v) that the licence fee is payable yearly in advance, without any demand notice;
- (vi) that as and when rates are revised, interest would also be charged on late payment of licence fee;
- (vii) that the respondent DDA vide its Resolutions No.33/2003 and 58/2004 decided that the reserve licence fee for petrol pumps will be fixed at 5% of the commercial value of the petrol pump site and in cases where current commercial value of the land is not available due to no current disposal in the area, then the current commercial value of land in the vicinity of the petrol pump site would be taken into consideration; it was further decided that additional licence fee would be charged for the commercial component which would be kept as 25% of the licence fee for the area used for commercial purposes, in addition to the regular licence fee of the petrol pump site; it was also stipulated that the annual licence fee per sq. mtr. on the basis of Floor Area Ratio (FAR) of 50 would be Rs.750/- and that annual reserve fee for a standard size (36x30=1080 sq. mtrs.) land would be Rs.8 lakhs and that the said rate was to be applicable for a period of five years with 6% automatic escalation every year;

(viii) that in pursuance thereof, vide impugned Circular dated 24th September, 2007, the rates of licence fee in respect of already allotted petrol pumps sites which had completed their initial five years licence period during 2004-2005 and onwards were revised/refixed;

(ix) that the rates fixed by the respondent DDA were exorbitantly high as compared to the rates fixed earlier;

(x) that the impugned Circular dated 24th September, 2007 also stipulated that the Oil Companies would have to pay interest for the preceding years i.e. 2004-2005, 2005-2006 and 2006-2007 @ 18% per annum even though, rates had been fixed only on 24th September, 2007;

(xi) that the petitioner and other Oil Companies had in the past also been making representations with respect to the exorbitant rentals / licence fee contending that running a petrol pump is a public utility service and cannot be treated as a purely commercial proposition;

(xii) that representation was made against the impugned Circular dated 24th September, 2007;

(xiii) that vide the impugned Circular dated 1st August, 2011, the respondent DDA fixed the reserve licence fee for the years 2007-2008,

2008-2009, 2009-2010, 2010-2011 and 2011-2012—the rates fixed were again exorbitantly high being almost four times of the then prevalent licence fee;

(xiv) that the respondent DDA is calculating the rent on the basis of FAR of 70, when FAR of 70 has become applicable to NCT of Delhi only from 2011 onwards and prior thereto, the permissible FAR was 20, again indicating that the licence fee was being fixed without any application of mind;

(xv) that there is no retail outlet of the petitioner in Delhi which utilizes or can practically utilize an FAR of 70;

(xvi) that the respondent DDA is thus making the petitioner pay licence fee on the basis of FAR which is actually not being utilized by the petitioner;

(xvii) that on representations of the petitioner, the respondent DDA reduced the rate of interest for the period prior to the date of Circular dated 24th September, 2007 from 18% per annum to 7% per annum;

(xviii) that the respondent DDA cannot charge interest for the period prior to the fixation of licence fee and when there was no demand also

for the licence fee and axiomatically no default in payment on the part of the petitioner.

4. The case of the petitioner in the other two petitions is the same.
5. The respondent DDA in its counter affidavit to W.P.(C) No.166/2013 has pleaded:

- (a) that the petitioner is liable to pay interest on the amount held by the petitioner and interest charged @ 7% per annum on the differential between old and the new licence fee is reasonable;
- (b) that the Circular dated 24th September, 2007 merely gives effect to the Resolutions of the respondent DDA of the year 2003 and 2004;
- (c) that the allotment of land by the respondent DDA for running of petrol pumps and gas filling stations is made on temporary basis under Rule 44 of the DDA (Disposal of Developed Nazul Land) Rules, 1981 framed under Section 57 of the Delhi Development Act, 1957 (DDA Act) and have force of law;
- (d) that as per the Resolution No.23 dated 13th March, 1987 of the respondent DDA, the initial period of the licence is kept at five years

and after expiry of the said five years, the licence is renewed or extended at the discretion of the respondent DDA;

(e) that the respondent DDA has also been laying down norms from time to time for determination of licence fee payable by the allottees of petrol pumps and the reasons which led to the change in policy of the respondent DDA are noted in the relevant Resolutions;

(f) that the Resolutions of the respondent DDA were in the full knowledge of the petitioner and other allottees of petrol pumps;

(g) that determination of licence fee is an executive function and essentially a policy matter;

(h) that the licence fee has been determined after due application of mind and based on market value of land;

(i) that the petitioners also do not dispute that the globalised commercial market value of land taken by the respondent DDA reflects the true value of land;

(j) that the allottees of the petrol pumps are also utilizing the land for running ATMs, snacks counter and shopping stores;

(k) that the licence fees based on market value may increase or decrease in comparison to the previous year depending upon the fluctuations in the land price as is apparent from the reduction of licence fee for the years 2010-2011 and 2011-2012 as compared to the year 2009-2010;

(l) that this Court cannot act as an Appellate Authority over the executive decision arrived at by the respondent DDA in accordance with the settled law;

(m) that as per Master Plan for Delhi (MPD)-2001, FAR of 20 was permissible for petrol pumps; at that time the licence fee was calculated on FAR of 50; thereafter MPD-2021 became operative with effect from 7th February, 2007 and the permissible FAR for petrol pumps was increased from 20 to 40; though FAR had been doubled but the respondent DDA still for the purpose of computation of licence fee, took FAR of 70 and not of 100;

(n) that while the FAR in the Master Plan stipulated the extent of construction permissible on the plot for a given land use, FAR for the purpose of calculation of licence fee is the factor of determination of the licence fee of the plot depending upon ownership of land etc.—

FAR of 70 has been taken for calculation purpose for the period after the enforcement of new Master Plan only;

(o) that the licence fee being charged is reasonable.

6. Needless to state that similar counter affidavits have been filed in the other petitions. Need to refer to the rejoinder filed in W.P.(C) No.166/2013 is not felt.

7. The senior counsel for the petitioner in W.P.(C) No.166/2013, besides arguing on the same lines as the contents of the petition emphasized that increase in licence fee cannot be effected retrospectively and relied on ***State of Rajasthan Vs. M/s. Basant Agrotech (India) Ltd.*** AIR 2014 SC 487 laying down that the words “from time to time” have a futuristic tenor and they do not have the etymological potentiality to operate from a previous date and that the use of the said words in Section 16 of the Rajasthan Finance Act, 2008 did not confer the jurisdiction on the State Government to issue a notification in respect of the rate with retrospective effect.

8. The counsel for the petitioners in the other two petitions added that the petitioners are PSUs and the price of the petrol and petroleum products retailed at the said sites is relatable to the distribution cost and which includes the component of licence fee for service station; it was argued that

the petitioners are performing a public function and the retrospective increases in licence fee, after long time, affects the profits of the petitioners. Attention was also invited to the supplementary affidavit filed by the petitioner in W.P.(C) No.3546/2013 placing on record the demand notices issued by the respondent DDA on that petitioner and therefrom it was contended that the said demand notices are without any bifurcation. It was further argued that the basic premise on which licence fee had been fixed by the respondent DDA was wrong.

9. The counsel for the respondent DDA in W.P.(C) No.3546/2013 argued that the challenge by the petitioner can only be to the decision making process and not to the decision; that the petitioner in the said writ petition is only challenging the computation of the licence fee and not the Circulars dated 24th September, 2007 and 1st August, 2011.

10. The counsel for the respondent DDA in W.P.(C) Nos.166/2013 and 388/2013 argued (i) that as per Section 3 of the DDA Act, DDA consists of the Lt. Governor of Delhi as its Chairman, a Vice-Chairman, a Finance Member, a Accounts Member, an Engineer Member, all to be appointed by the Central Government, two representatives of the Municipal Corporation of Delhi (MCD), three representatives of the Legislative Assembly of NCT

of Delhi; and three other persons to be nominated by the Central Government having experience of town planning or architecture and the Commissioner of MCD; (ii) that it is such a body which has passed the Resolutions on the basis whereof the impugned Circulars have been issued; (iii) that there is no change in the policy or methodology of fixation of licence fee—as per the Resolution of 1994 also, licence fee was fixed on the basis of global rates; (iv) that from 1994 till 2003, only 8% increase in licence fee was effected every year but the land prices increased at much more than 8%; (v) that it is not as if the respondent DDA is fixing licence fee on FAR of 70 when available FAR is 40 only; (vi) that it is only by way of a formula, inasmuch as the licence fee is computed @ 5% of the FAR of 70 and which works out to 3.5% of the global rate only; (vii) that since the increase in licence fee remained within the pockets of the petitioners, the petitioners would axiomatically be liable for interest; (viii) that the Resolutions of the respondent DDA, laying down the policy, have not been challenged; (ix) that dismantling of the Administered Price Mechanism norms which earlier governed the Petroleum Ministry make the earlier policy redundant; (x) that it is the Vice-Chairman of DDA who has been laying

down the licence fee for the petrol pump plots and there is no challenge to his authority.

11. The senior counsel for the petitioner in W.P.(C) No.166/2013 in rejoinder invited attention to judgment dated 24th January, 2013 of the Supreme Court in Civil Appeal Nos.243-247/2003 titled ***Lala Ram Vs. Union of India*** laying down that since the letter / notice dated 7th August, 1980 of the Northern Railways enhancing the rates of licence fee was represented against and which representations were partly accepted, the Railways should not have applied the modified licence fee effective from 7th August, 1980 but from the date of the modified decision. It was also his contention that the petitioner had been paying the licence fee at the old rates regularly and licence fee has been so paid upto March, 2016.

12. It was in this view of the matter, vide order dated 14th August, 2015, it was enquired from the counsel for the respondent DDA, as to how the respondent DDA in the year 2007-2008, without passing any Resolution increased the multiplying factor in the licence fee to 70 instead of 40% and what was the authority of the Vice-Chairman of DDA to do so. It was further enquired, whether the Oil Companies had been paying the licence fee at the old rate.

13. On 2nd September, 2015, the counsel for the respondent DDA contended that as per material on record, at least since the year 1994, the Vice-Chairman of DDA has been laying down the licence fee for the petrol pump plots except in the year 2004-2005, when the matter was placed before the respondent DDA for modification of the policy laid down earlier and there was no challenge to the power of the Vice-Chairman. It was further stated that the Vice-Chairman of DDA has been approving / laying down the cost or lease charges for categories of other properties and had also reduced the licence fee for the year 2006-2007. It was yet further stated that the Vice-Chairman of DDA has full executive powers of the respondent DDA and laying down of licence fee by him is not violative of any law.

14. A perusal, in the context of the aforesaid rival contentions, of the documents filed along with W.P.(C) No.166/2013 shows that as per the terms and conditions of the letters of allotment of such land issued by the respondent DDA, the allotment was for a period of five years and though the annual ground rent payable was mentioned but it was further stipulated “....and rent shall be revised after every five years”. The said letters do not contain any basis on which the rent was to be revised every five years. It thus appears that the oil companies accepted the allotments agreeing to (i)

unilateral revision of rent by the respondent DDA; and, (ii) to payment of revised rent and if not agreeable to pay the same, to surrender the land/licence.

15. It is also a term of the said letters of allotment that “the licence fee shall be payable yearly in advance without any other demand notice”.

16. Vide communication dated 29th February, 1994 of the Manager (Land Management & Accounts) of the respondent DDA, approval by the Vice Chairman of the respondent DDA of the provisional revised licence fee to be charged for new allotments made in respect of petrol pump sites w.e.f. 1st January, 1994 pending revision from the Ministry of Urban Development and with a provision for 8% increase annually automatically from 1st January, 1995 pending revision by the Ministry of Urban Development was communicated to the oil companies. The same shows that the fixation of licence fee on 29th February, 1994 was ‘provisional’ and was effected by the Vice Chairman of the respondent DDA and no objection was taken thereto by anyone.

17. Resolution No.33/2003 of the respondent DDA records (i) that there was no comprehensive policy framed or rules laid down for allotment of petrol pumps; however the guidelines for allotment and management were

being derived from the instructions and guidelines issued by the Ministry of Petroleum, from the Resolutions of the DDA, from the guidelines of the Technical Committee of DDA and from various administrative orders issued from time to time; (ii) that the allotments were being made on licence fees as per the licence terms and conditions framed under Rule 44 of the Nazul Rules, 1981, for an initial period of five years as per Resolution No.23 dated 13th March, 1987; (iii) that the licence fee being demanded was based on rates prevailing in the year 1994 with a hike of 8% annually; (iv) that the allotments were being made strictly as per seniority on the wait list; (v) however since then the retail marketing of motor fuels had been deregulated and private companies like Reliance Petroleum Limited had been authorised to set-up the retail outlets and the land owning agencies in neighbouring States such as NOIDA, HUDA had already allowed private sector oil companies to be at par with public sector undertakings; (vi) that the licence fee then being charged was not a true reflection of the commercial value of the land and many petrol pump sites were being used for other commercial activities like ATM centers and snack bars which were not allowed as per the planning norms; (vii) in the wake of deregulation of petroleum sector, a level playing field had to be provided to all the participants particularly when

private companies had been allowed to set-up retail outlets; (viii) in future, allotment should be made through auction/tender which will determine market value and would also ensure transparency; (ix) the reserve licence fee for the petrol pump sites should be fixed at 5% of the commercial value of the sites and where commercial value of land is not available due to no current disposals in the area then the current commercial value of the land in the vicinity of petrol pump sites should be taken; (x) that the licence fee for the sites already allotted should be revised/fixed at the Reserve Licence Fee as determined by the Price Fixing Certificate of the DDA with 8% hike annually and for a period of five years with the sites being brought into the new price mechanism regime after the said period; (xi) commercial activities of department stores, convenios, ATMs etc. at the sites be permitted within the FAR; and, (xii) the additional licence fee for the commercial component should be kept at 25% of the licence fee for the area used for commercial purpose in addition to the regular licence fee.

18. Resolution No.58/2004 of the respondent DDA records (i) that the licence fee at 5% of the market rate proposed in Resolution No.33/3003 was on FAR of 100; (ii) however planning norms lay down smaller FAR for petrol pump sites; (iii) the conversion fee for private land was fixed at 25

FAR; iv) however for DDA / public land 50% FAR is appropriate as there is no need to give allowance of 25% of the FAR for ownership of land as in case of petrol pumps on private land; and, v) keeping in view the fall in the deposit rate of interest, the annual increase in the licence fee should be reduced from that contained in Resolution No.33/2003 of 8% to 6%.

19. The impugned circular dated 24th September, 2007, in accordance with the Resolutions No.33/2003 and 58/2004 informed all concerned the decision of the DDA to revise/re-fix the rates of licence fee in respect of already allotted petrol pump sites which had completed initial five years licence period i) of Rs.8 lacs per annum with annual hike of 6% for subsequent period of four years, w.e.f. .2004-05; (ii) of Rs.9 lacs with annual hike of 6% for subsequent four years from the year 2005-06; (iii) of Rs.10 lacs with annual hike of 6% for subsequent period of four years from 2006-07; and, (iv) that since the licence fee was fixed year to year, demand of interest at 18% per annum for late payment of licence fee to be raised along with demand of licence fee for the relevant year.

20. The circular no.19 dated 1st August, 2011 of the respondent DDA fixes reserve licence fee for petrol pumps sites for the year 2007-08 – 2011-12.

21. Supreme Court in (i) ***Delhi Development Authority Vs. Pushpendra Kumr Jain*** 1994 Supp (3) SCC 494 held that the price of land prevailing at the time of communication of the letter of allotment is the rate payable by an allottee of land and the reason for this principle is that in case the allottee is not willing to take or accept the allotment at the rates, it is always open to the allottee to decline the allotment; (ii) ***Premji Bhai Parmar Vs. Delhi Development Authority*** (1980) 2 SCC 129; and, (iii) ***M/s. Shri Sitaram Sugar Co. Ltd. Vs. Union of India*** (1990) 3 SCC 223 held that it is not the function of the Court to sit in judgment and interfere in price fixation matters or over such matters of economic policy and it must be left to the Government to decide the same.

22. This Court in ***Jaipur Golden Charitable Clinical Laboratory Trust Vs. Delhi Development Authority*** 105 (2003) DLT 277 held that even in the absence of any provision for revision of the rates, the notified rates are binding and that the final authority to fix the rates for allotment of land is the allotting agency and the rates have to be fixed in accordance with the Statute. The Division Bench dismissed the appeal vide judgment reported as MANU/DE/3305/2009 observing that no question of estoppel arises.

23. In ***M.P. Housing Board Vs. Anil Kumar Khiwani*** (2005) 10 SCC 796 Supreme Court again held that time has come when the Courts should be slow in interfering with schemes which are based on costing.

24. Reference may also be made to ***Meerut Development Authority Vs. Association of Management Studies*** (2009) 6 SCC 171 laying down that disposal of public property by State or its instrumentalities partakes the character of a Trust and the Government cannot give a contract or sale or lease out its properties for a consideration less than the optimum.

25. I, following the aforesaid judgments, in ***Rishi Pal Vs. Municipal Corporation of Delhi*** 177 (2011) DLT 531 (against which LPA No.404/2011 titled ***MCD Vs. Charan Singh*** was dismissed vide judgment dated 2nd May, 2011) dismissed the petition impugning the demand by the respondent MCD of the price of plots of land at Ghogha Dairy Project (Narela), Delhi and in ***J.B.S. Chauhan Vs. Union of India*** MANU/DE/0838/2011 dismissed the petition challenging the price demanded for additional land allotment whereof was sought by the petitioner.

26. In ***Oil and Natural Gas Commission Vs. Association of Natural Gas Consuming Industries of Gujarat*** 1990 (Supp) SCC 397 it was observed

that price fixation is a legislative function. Even the seven Judge Bench of the Supreme Court in *Prag Ice & Oil Mills Vs. Union of India* (1978) 3 SCC 459 observed that unless by the terms of a particular statute, price fixation is made a *quasi-judicial* function, it is really legislative in character.

27. If I see the grounds on which the petitioners have challenged the price increase adopted by the respondent DDA in the context of judgments aforesaid, no ground for interfering is made out.

28. The petitioners, in accordance with the terms and conditions of the agreements under which they came to occupy the sites aforesaid, had as aforesaid empowered the respondent DDA to revise the licence fee from time to time and without any limitations or guidelines. It is not the case of the petitioners that the basis of such revision was prescribed in any Rule, Regulations or Policy of the respondent DDA. In the absence thereof, the respondent DDA was competent to effect the revision in licence fee on the basis of prevalent market rent and which in any case the respondent DDA as per the judgment supra of the Supreme Court is obliged to recover for the properties held by it in trust.

29. It is also not the case of the petitioners that revision in licence fee effected by the respondent DDA is higher than the prevalent market prices.

All that the petitioners state is that the revision is “exorbitant”. However, so has been the increase in market prices of real estate in the city of Delhi. Without the petitioners making out a case, of the revision effected by the respondent DDA being contrary to any law, rule, regulation by which the respondent DDA was bound and/or establishing that the revision effected in licence fee was more than the market price, the petitioners have no right in law to impugn the revision effected.

30. The argument raised by the petitioners on the basis of FAR also, I find to have no merit. The same, as explained by the respondent DDA in its counter affidavit, is merely as a factor in computation of licence fee and is not relatable to the FAR available of the plot.

31. That leaves the question of interest. It is the case of the petitioners that for revision in licence fee effected retrospectively, no interest for the period prior to the date of communication on the revision and/or demand and before which the petitioners could not possibly have made the payment can be realised.

32. Though the argument, on first blush appears attractive but I am unable to accept. As already noted above, as per the agreement under which the petitioners occupy the land the licence fee was payable in advance for each

year and without waiting for a demand to be made. Of course there is a delay on the part of the respondent DDA in determination of the licence fee. However at the same time such determination is at the market rate for the relevant year; the respondent DDA, for the previous years, is not charging licence fee in accordance with the prevalent market rates. If that be so then I fail to fathom the objection of the petitioners to the demand for interest. Once the petitioners had agreed to pay the licence fee in advance for each month without waiting for a demand, if the respondent DDA were to be held not entitled to claim interest it would amount to respondent DDA getting towards licence fee something less than the market price. The judgment of Supreme Court in ***Basant Agrotech (India) Ltd. & Lala Ram*** supra cited by counsels of petitioners were in their own statutory/factual context. It cannot also be lost sight of that the money which was payable by the petitioners to the respondent DDA towards licence fee remained in the coffers of the petitioners and the petitioners continued to reap advantage thereof and ought not to have any objection to reimburse to the respondent DDA the interest which the petitioners have earned on the said monies which remained in their bank accounts.

33. The argument raised, of accounting difficulties cannot also be a ground for relief. The accounting principles admit of making a provision for disputed/anticipated/contingent liabilities. The respondent DDA had not done anything to make the petitioners believe that the annual increase in licence fee at the rate of 8% per annum w.e.f. 1994 was final or determinative. The petitioners fully knew that the same was only provisional and licence fee was yet to be fixed by the respondent DDA. The petitioners ought to have made a provision in their accounts / balance sheets for the same, in the event of the licence fee fixed by the respondent DDA being more than the provisional increase which had been effected.

34. The petitioners have been unable to bring anything before this Court for this Court to hold that the respondent DDA has not acted fairly and reasonably or has acted arbitrarily and whimsically. The scope of interference by this Court is limited to the said extent only as also held in ***Karnataka Industrial Areas Development Board Vs. Prakash Dal Mill*** (2011) 6 SCC 714. This Court cannot possibly go about determining what was the market price in the relevant year and whether the respondent DDA has demanded anything more than the market price, particularly when that is not the plea also of the petitioners. In the context of respondent DDA also,

Supreme Court in *Delhi Development Authority Vs. Joint Action Committee, Allottee of SFS Flats* (2008) 2 SCC 672 held that only in a case where fixation of price is required to be made in a particular manner and upon taking into consideration the factors prescribed and if the price is fixed *de hors* the statutory provisions would judicial review be permissible. The petitioners, I am afraid, have utterly failed to plead or argue that the increase in licence fee was to be in a particular manner or upon taking into consideration any prescribed factors and is in violation thereof.

35. Resultantly, the petitions fail and are dismissed; Rule discharged; however no costs.

MAY 11, 2016
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RAJIV SAHAI ENDLAW, J.