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

% Judgment delivered on: 28.07.2016

\+ **W.P.(C) 6260/2016**

SUBHASH CHAND SINDHI ..... Petitioner

versus

D.T.I.D.C. ..... Respondent

Advocates who appeared in this case:

For the Petitioner :Mr. Ajay Jain, Ms Aastha Chpra and Mr Shashwat Bhardwaj
For the Respondent : Mr Gautam Narayan and Ms Shruthi Parasa

CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

W.P.(C) 6260/2016 & CM No.25624/2016(stay)

1. The petitioner has filed the present petition impugning notice dated 18.07.2016 asking the petitioner to vacate the shop Site-A, Anand Vihar, ISBT, New Delhi. The petitioner also impugns Notice Inviting Tender for all sixty shops at ISBT, Anand Vihar, New Delhi.

2. The contention of the petitioner is that the petitioner was allotted shop No.2, ISBT, Anand Vihar, New Delhi, in lieu of Shop No.28, Dhaba Block, ISBT, Kashmiri Gate, Delhi, the possession of which shop was taken over on account of Metro Rail Transport System Project. The petitioner was subsequently allotted shop No.Site-A on 02.11.2007 in lieu of Shop No.2,

ISBT, Anand Vihar.

3. The contention of the petitioner is that the petitioner was allotted the shop, though for a period of eleven months, but for so long as the petitioner continued to pay the licence fee and gave a one month's notice prior to the expiry of the term of the licence seeking renewal. It is further contended that a promise was made to the petitioner that the petitioner would continue in the possession of the said shop till the same was required for re-development of ISBT. It is submitted that no re-development of ISBT is immediately happening and thus, the petitioner is entitled to continue in the said shop.

4. It is further contended that by licence agreement dated 02.11.2007, the petitioner was permitted to construct temporary structure of a specified size at his own cost. It is contended that since the petitioner has constructed the said temporary structure at his own cost, the petitioner has a vested right to continue in the said premises till the re-development is undertaken.

5. It is further contended that the respondents are bound by the principles of promissory estoppels, as the petitioner was promised that the petitioner would continue in the said premises till re-development of ISBT takes place. Learned counsel for the petitioner further submits that till date, there is no policy framed by the respondents and till a policy is framed, the possession of the petitioner cannot be disturbed.

6. Learned counsel for the respondent submits that the petitioner was allotted the shop temporarily for a period of eleven months. The said period

of eleven months has long expired. It is further submitted that after the initial allotment, the petitioner was continued on temporary licence basis, which was extended from time to time. The last extension was granted till 17.10.2015.

7. It is contended that the petitioner thereafter approached for extension of licence, however, the competent authority granted further extension and renewed the licence for a further period with effect from 18.10.2015 to 31.10.2016 with the pre-condition that no further renewal of the licence would be granted thereafter under any circumstance. The petitioner was required to execute a licence agreement with DTIDC within ten days failing which, it was stated that, the offer letter would be deemed to be withdrawn and the licence would stand expired for all purposes. A letter to this effect was issued on 16.10.2015.

8. It is contended that the petitioner failed to execute the licence agreement. Final notice dated 06.11.2015 was issued to the petitioner requiring the petitioner to execute the Agreement without any alteration within a period of seven days. It is contended that instead of executing the said Agreement, the petitioner wrote a letter on 16.11.2015 suggesting changes in the said Agreement. The changes proposed were in breach of the offer given to the petitioner and since the petitioner had not executed the Agreement, as suggested by the respondent, the renewal also lapsed.

9. It is submitted that though the petitioner continued to pay the licence fee for the period that he occupied the premises. The term of the licence of

the petitioner was never extended. The petitioner has been given final notice to vacate and handover the vacant possession of the said premises by 31.07.2016. It is contended that there was no promise or representation to the petitioner that he would continue in propriety till re-development work takes place. It is contended that the notice period of one month stipulated in the licence agreement is only during the currency of the term of the licence and there is no notice required after the licence expires by efflux of time.

10. With regard to the clause pertaining to the re-development, it is submitted that the said clause also operates only during the currency of the term of the licence, which implies that in case the respondent requires the premises prior to expiry of the licence period for redevelopment, the petitioners were bound to handover the possession thereafter. He submits that after the licence expires by efflux of time, no such condition would be applicable.

11. It is further submitted that a decision has been taken by the competent authority to auction the shops as the current licence fee, which is being received by the respondents is very meagre. Learned counsel for the respondent submits that the said decision has been taken by the competent authority to avoid any monopolistic tendency and in furtherance to the decision of the Supreme Court in ***Ram And Shyam Company vs. State of Haryana And Others,*** (1985) 3 SCC 267, wherein the Supreme Court has held that a welfare State exists for the largest good of the largest number more so when it proclaims to be a socialist State dedicated to eradication of poverty. All its attempts must be to obtain the best available price while

disposing of its property because the greater the revenue, the welfare activities will get a fillip and shot in the arm.

12. Learned counsel for the respondent further contends that even if assuming one month's notice, as contended by the petitioner, was required to be given, the letter dated 16.10.2015 would amount to a notice and more than one month has already elapsed and even if, one month were to be calculated on 18.07.2016, the said period would expire on 17.08.2016. In any eventuality, the period cannot continue beyond 17.08.2016. he further submits that the tenders for all the shops have been invited and bids have already been received and are under process.

13. At this stage, learned counsel for the petitioner, under instructions from the petitioner, who is present in the Court, submits that since the petitioner has been running the shop for several years and has made huge investments, he would require three months time for the purpose of disposal of existing stocks and re-location. He submits that the petitioner would not press the present petition if the petitioner is granted time till 31.10.2016 to vacate and handover the peaceful, vacant possession of the said premises by 31.10.2016. He further submits that the petitioner has not participated in the tender and if for any reason, the tender process is cancelled/annulled and fresh tenders are invited, the petitioner may be given an opportunity to participate.

14. In view of the above, the petition is disposed of with a direction to the petitioners to file, within a period of one week, undertaking before this

Court, in the form of an affidavit, undertaking that the petitioner shall vacate and hand over peaceful vacant possession of the shops in his possession to the respondents on or before 31.10.2016. The petitioner shall undertake not to sublet, assign or part with the possession of the said shop or any part thereof. He shall also undertake that he shall continue to pay the user and occupation charges, till he hands over the peaceful and vacant possession, at the same rate at which the licence fee was paid till 31.03.2016. He shall also continue to comply with the other terms and conditions of their licences.

15. Subject to the petitioner filing the undertaking in the above terms, the respondent shall not take any coercive steps against the petitioner till 31.10.2016. In case the petitioner fails to file the undertaking within the period of one week, no benefit of this order would be available to him.

16. It is further clarified that only if the tender process is cancelled/annulled and fresh bids are invited by the respondents, the petitioner would also be entitled to participate in the tender and that also if the petitioner satisfies the other terms and conditions of the Notice Inviting Tender.

17. The writ petition stands disposed of in the above terms.

18. *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

JULY 28, 2016/'sn'