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

+ W.P.(C) 11505/2017

M/S GEE CORP. AND ORS.

..... Petitioners

Through: Mr Abhishek Kumar Choudhary, Mr
Kavindra Gill, Ms Kirti Wardhan
Sharma, Mohit Ramani and Mr
Naveen Kumar, Advocates.

versus

DELHI METRO RAIL CORPORATION
(DMRC) AND ANR.

..... Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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20.12.2017

CM No. 46883/2017

1. Exemption is allowed, subject to all just exceptions.
2. The application stands disposed of.

W.P.(C) 11505/2017

3. The petitioners have filed the present petition, *inter alia*, praying as under:-

- “1. Issue Writ in nature of Mandamus or Direction or Order to Respondents To kindly grant ad interim stay on eviction of the Petitioners from the shop-premises;
2. Issue Writ in nature of Mandamus or Direction or Order to Respondents to kindly issue an Order to prohibit the Respondents from interfering in the business/ livelihood activity of the Petitioners;
3. Issue Writ in nature of Mandamus or Direction or Order

to Respondents to kindly direct the Respondent No.1 to consider the Petitioners' letters/ representations dt.18.12.2017 etc. favourably as the business of the tour and travel agency is the only source of livelihood for the Petitioners and they have been regularly paying the rental amount without default till date for the last 6-7 years;

4. Issue Writ in nature of Mandamus or Direction or Order to Respondents to kindly direct the Respondent No.2 to reimburse the expenditure amount incurred by the Petitioners in making installations, furnishings etc. in the shops.”

4. The petitioners are engaged in the business of tour and travel agencies which operate from various shops (14 in number) located at Parsvnath Metro Mall / Kashmere Gate Plaza (hereafter ‘the premises’).

5. It is stated that respondent no.2 (hereafter ‘Parsvnath’) had entered into a Concessionaire Agreement with respondent no.1 (hereafter ‘DMRC’), whereby it had been granted the license to use the premises in question. Parsvnath in turn had entered into a sub-license agreement with the petitioners for their respective units.

6. The learned counsel for the petitioners contends that in terms of sub-license agreements, the petitioners have a right to occupy the premises in question and it is not open for Parsvnath to terminate the sub-license agreement at will.

7. The immediate grievance of the petitioners is that the Officials of DMRC are seeking to evict the petitioners from their respective licensed premises.

8. It is seen that Parsvnath had issued a notice dated 27.10.2017 to the petitioners informing them that the Concessionaire Agreement with DMRC stands terminated and Parsvnath was expected to give vacant possession to the DMRC latest by 8th November, 2017. The said notice also refers to the termination clause in the sub-license agreement, whereby the sub-license agreement was stated to be *co-terminus* with the termination of Concessionaire Agreement with Parsvnath.

9. Parsvnath sent yet another notice on 28.11.2017 once again calling upon the petitioners to handover the possession of the respective premises licensed to them.

10. It appears that DMRC has terminated the Concessionaire Agreement with Parsvnath and, accordingly, Parsvnath is required to handover the vacant possession of the premises to DMRC.

11. Plainly, in such circumstances, the petitioners – who are sub-licensees – cannot claim a right higher than that of Parsvnath. It is also well settled that a licensee of premises does not confer any right, title and interest in the licensed premises. (See: ***Thomas Cook (India) Limited v. Hotel Imperial and Ors.: 127 (2006) DLT 431***).

12. In view of the above, this Court is not persuaded to accept that the petitioners being sub-licensees would have any right to retain the possession of the premises since the license granted to the principal licensee (Parsvnath) has itself been terminated. Clause 11.2 of the sub-license agreement entered into by Parsavnath with the petitioners also specifically provides as under:

“11. Termination

XXXX

XXXX

XXXX

XXXX

11.2 The termination of the Sub-Licence would be automatically carried out if the termination of the concessionaire is done inaccordance with the provisions of the Concession Agreement between concessionaire and DMRC.”

13. In view of the above, the relief as sought cannot be granted to the petitioners.

14. However, this would not preclude the petitioners from making a representation to DMRC to seek a direct license from DMRC. This Court is informed that such representation has already been made. In view of the above, the DMRC is further directed to consider the same and communicate its decision to the petitioners before taking any precipitate action of forcibly evicting the petitioners.

15. The petition is disposed of with the aforesaid observations.

16. Order *dasti* under signature of Court Master.

DECEMBER 20, 2017
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VIBHU BAKHRU, J