

Santosh

IN THE HIGH COURT OF BOMBAY AT GOA
WRIT PETITION NO. 1098 OF 2017

P.K. Hospitality Services Pvt. Ltd.
Through its Authorised Representative. Petitioner.

V/s.

Airport Authority of India through
Airport Director. Respondent.

Mr. Vibhav Amonkar, Advocate for the Petitioner.

Mr. Pradosh Dangui, with Mr. Ashish Krishnanath Kuncolienar,
Advocates for the Respondent.

***Coram : N.M. Jamdar &
Prithviraj K. Chavan, JJ.***

Date : 6 June 2018.

P.C.:

By this Petition, the Petitioner has sought a writ of mandamus to extend the allotment of a Travellers Requisite Stall allotted to the Petitioner at the Goa International Airport.

2. The Petitioner is a private limited company. On 4 November 2017, an agreement was executed between the Petitioner and the Respondent-Airport Authority and the Petitioner was allotted the Travellers Requisite Stall at the International Departure Area. The period of the agreement was from 1 July 2010 to 30 June 2015

and it was extended under the terms of the agreement till 30 September 2017. The Petitioner made a representation to the Respondent for extension of the agreement on purely temporary basis. According to the Petitioner, this offer was accepted by the Respondent on 13 September 2017. The Respondent-Authority, on 27 September 2017 issued a letter to the Petitioner stating that the Petitioner owes an amount of ₹22719458/- and until that amount is paid, there is no question of consideration of the extension. It is the grievance of the Petitioner that subsequently, the Respondent-Authority cut off the electricity and illegally locked the premises. Reply affidavit has been filed on behalf of the Respondent-Authority and also an additional affidavit.

3. It is an admitted position that the agreement between the Petitioner and the Respondent-Authority has come to an end. Nothing is shown that the Petitioner has any statutory right to continue to occupy the stall which was allotted to it. Therefore, there is no vested right in the Petitioner for seeking extension of the agreement. The learned Counsel for the Petitioner when confronted with this position, contended that though there may not be any right in Petitioner, the Respondent-Authority being a Public body, must act fairly and cannot deny the extension on arbitrary grounds. The learned Counsel for the Petitioner submitted that the dues stated by the Respondent-Authority are in respect of some other contract and

those dues are disputed. He submitted that unless the dues are in respect of the contract in question, the extension cannot be denied and such a denial will be in violation of Article 14 of the Constitution of India.

4. An additional affidavit has been filed by the Respondent-Authority wherein it is stated that the Petitioner owes an amount of ₹ 27595362.42 as on 31 August 2017 to the Respondent-Authority in respect of the restaurant facilities at the Goa International Airport. As stated earlier, there is no statutory right in the Petitioner for extension and the contention that the dues may be from some other contract is construing the position too narrowly for extension of any indulgence. As a stop-gap arrangement, by way of indulgence if the Respondent-Authority insists that there should not be any dues from such an applicant, it cannot be said that such a stand is entirely arbitrary. The Respondent-Authority, being a Public body, when it allots stalls it has to first follow the methodology of public participation, or such other recognized methodology in law. Casually granting extensions, not provided in any statutory instrument or in the contract, will be depriving some other applicants. Therefore, if the Respondent-Authority has taken into consideration the dues payable by the Petitioner in respect of some other contract, it cannot be said that the Respondent-Authority has acted in arbitrary and perverse manner.

5. The fact that the Petitioner has disputed the quantum of amount of the dues, will not be of any consequence while judging the charge of arbitrariness of the Respondent-Authority. If the Petitioner has any counter dues or deposits, it is open to the Petitioner to recover the same if permissible in law. It is informed by the learned Counsel for the Respondent that the Respondent-Authority had sought for tenders for fresh allotment of the stall and subsequently, it has been allotted to a successful tenderer and the possession of the stall is taken from the Petitioner.

6. No relief, therefore, can be granted in this Petition, which is accordingly rejected.

Prithviraj K. Chavan, J.

N.M. Jamdar, J.