

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

- 1 -

CWP-130-2018

203

Date of Decision: 30.04.2018

SANTOSH KUMAR SHARMA

...Petitioner(s).

Versus

**CHANDIGARH INDUSTRIAL TOURISM DEVELOPMENT
CORPORATION LTD.**

...Respondent(s).

**CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL**

Present: Mr. B.S. Sewak, Advocate for the petitioner.

Ms. Madhu Dayal, Advocate
for the respondent.

ANUPINDER SINGH GREWAL, J.

The petitioner has impugned e-tender notice dated 05.12.2017 (Annexure P-10) for allotment of booth No. 4 at Chef Lakeview, Chandigarh. He has further sought a direction restraining the respondent-Corporation from allotting the said booth in response to the aforementioned e-tender notice during the pendency of the writ petition. He has also sought issuance of writ in the nature of mandamus directing the respondent-Corporation to open tenders received in response to Public Notice published on 23.05.2017 and allot booth No.4 at Chef Lakeview, Chandigarh to the highest bidder.

2. The petitioner is stated to have been allotted booth No.4 at Chef Lakeview, Chandigarh for confectionary business vide letter dated 06.06.2014 subject to various terms and conditions as set out therein. A copy of the allotment letter is annexed as Annexure P-1. It is the case of the petitioner that he is running the booth with the help

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

- 2 -

CWP-130-2018

of 2-3 helpers and paying the rent and electricity bills regularly to the respondent-Corporation. The copies of the receipts in this regard are annexed as Annexure P-2. It is further stated that the petitioner has not violated any condition of allotment. He has neither partitioned the booth nor turned it into a partnership with anyone else and a false complaint had been instituted against the petitioner alleging therein that he had entered into a partnership deed. A show cause notice was issued by the respondent-Corporation to the petitioner on 25.02.2015 for violation of Clause No.23 of the allotment letter, which reads as under:-

“The licensee shall not sublet, assign or part with possession of the said booth or any part thereof.”

3. The petitioner replied to the show cause notice and denied any violation of the terms and conditions of the allotment. The respondent-Corporation without affording an opportunity of hearing to the petitioner decided to terminate his allotment on 21.08.2014. The petitioner challenged the order dated 21.08.2014 by filing petition bearing CWP No.23216 of 2015 which was allowed on 16.01.2017. A copy of the order dated 16.01.2017 is annexed as Annexure P-3. In the terms and conditions of the allotment, the initial license was for a period of three years which was extendable for another two years on the terms and conditions and licence fee as may be mutually settled. The petitioner had sought the extension of licence for a period of two years and submitted his request on 21.04.2017. A copy of the letter dated 21.04.2017 is annexed as Annexure P-4. The request of the petitioner was declined by the respondent-Corporation without any

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

- 3 -

CWP-130-2018

reason and he was directed to handover the vacant possession on 05.06.2017 by letter dated 16.05.2017. A copy of the letter dated 16.05.2017 is annexed as Annexure P-5. The petitioner has alleged that he has been discriminated against, as the extension has been denied to him without assigning any reason whereas in the case of other similarly situated licensees of booths No.7 and 8, the respondent-Corporation had extended their licenses. A copy of the letters of extension granted in favour of one Rohit Sharma has been annexed as Annexure P-6. The respondent-Corporation, thereafter, issued public notice on 23.05.2017, inviting tenders for booth No.4. A copy of the public notice is annexed as Annexure P-7. The petitioner had challenged the letter dated 16.05.2017 and public notice published on 23.05.2017 by filing a petition bearing CWP No.12780 of 2017, wherein, the Division Bench of this Court, while issuing notice, had directed the parties to maintain status quo regarding possession, subject to the petitioner paying monthly rent equivalent to the highest bid received by the respondents pursuant to the tender. A copy of the order dated 01.06.2017 is annexed as Annexure P-8. It is contended that the petitioner is the highest bidder for booth No.4, pursuant to the tender dated 23.05.2017 for which he is paying rent and has never defaulted in its payment. The respondents are stated to have issued another notice on 05.12.2017 inviting e-bids for allotment of booth No.4 at Chef Lakeview, Chandigarh for carrying out confectionary business, which is alleged to be in violation of the order passed by a Coordinate Bench of this

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

- 4 -

CWP-130-2018

Court on 01.06.2017. This e-notice dated 05.12.2017 (Annexure P-10) has been impugned in this petition.

4. Learned counsel for the respondent-Corporation has filed reply which is taken on record. It is stated therein that the highest bid which was received was of ₹2,44,390.98 and accordingly, the petitioner was issued letter dated 15.02.2018, calling upon him to pay the monthly rent equivalent to the highest bid in pursuance to the order of the Court dated 30.08.2017. It is further stated that the petitioner has agreed to pay the said amount and accordingly the present writ petition has become infructuous. The respondent-Corporation has allowed him extension for the remaining tenure of licence period of two years i.e. from 04.06.2017 to 05.06.2019, as prayed by him in CWP No.12780 of 2017 and respondent-Corporation has also issued a letter dated 12.04.2018 to the petitioner in this regard. A copy of the letter dated 12.04.2018 is annexed as Annexure R-8 with the reply.

5. A perusal of the letter dated 12.04.2018 reveals that the eviction letter dated 01.03.2018 has been withdrawn and the extension of the remaining contract period of two years till 05.06.2019 has been allowed to the petitioner at a monthly licence fee of ₹2,07,111/- + 18% GST on the same terms as existing contract, subject to the condition that the petitioner shall deposit 12 post dated cheques in advance and also ensure timely payment of monthly licence fee by the 07th of every month in advance.

6. In view of the above, this petition has been rendered infructuous and stands disposed of accordingly. However, in case

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

- 5 -

CWP-130-2018

the petitioner defaults in making payment as stipulated in order dated 12.04.2018, the respondent-Corporation would be at liberty to take recourse in accordance with law. If, however, any grievance of the petitioner subsists, the petitioner would be at liberty to revive this petition.

(AJAY KUMAR MITTAL)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

30.04.2018

SwarnjitS

Whether speaking/reasoned :	YES/NO
Whether reportable :	YES/NO