

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

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CWP-15166-2017 (O&M)

203/2

Date of Decision: 30.04.2018

GURDARSHAN SINGH

...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. Priyanka Dalal, Advocate for the respondents.

ANUPINDER SINGH GREWAL, J.

The petitioner is seeking issuance of a writ in the nature of mandamus directing the respondent-Corporation to extend the lease of booth No.6 at Chef Lakeview Chandigarh as per terms and conditions of allotment letter dated 17.07.2012 (Annexure P-1) as he has spent a huge amount on fittings and he is ready to pay the rent at 10% annual increase on the existing terms and conditions. He has also sought a direction restraining the respondent-Corporation from dispossessing him from the said booth.

2. The petitioner is stated to have been allotted booth No.6 at Chef Lakeview, Chandigarh for photography business vide letter dated 17.07.2012 subject to 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 has spent a huge amount to maintain the booth. He is paying the rent of the booth and electricity bills regularly to respondent-Corporation. It is further stated that the petitioner has not violated any condition of allotment. He has neither partitioned the booth nor misused it. As per the terms and conditions

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of allotment letter (Annexure P-1), the initial licence was for a period of five years which is extendable for another three years on terms and conditions and the licence fee as may be mutually settled. The petitioner sought extension for two years and submitted his request on 01.06.2017. A photocopy of the letter dated 01.06.2017 is annexed as Annexure P-2. The request of the petitioner has not been addressed so far by the respondent-Corporation whereas the contract for five years was going to expire on 16.07.2017 and no fresh tenders had been called for. Some officials of the respondent-Corporation asked the petitioner to vacate the booth before 16.07.2017, whereas similarly situated licensees of booths No.7 and 8 have been given extension. Letter of extension with respect to one Mr. Rohit Sharma for a period of one year is annexed as Annexure P-3. The petitioner has referred to a case of one Santosh Kumar Sharma, who is occupying Booth No.4 at Chef Lakeview and had filed 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 therein 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-4. It is also stated that booth No.6 has still not been allotted to anyone and the petitioner is in its physical possession and running his business legally and under authority being a licensee. He is ready to pay annual increase of 10% on the existing terms and conditions.

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3. Learned counsel for the respondent-Corporation has furnished a copy of the letter dated 11.04.2018 wherein it is mentioned that the respondent-Corporation is withdrawing the eviction letter dated 01.03.2018 and also allowing extension of remaining contract period of three years as per contract letter dated 17.07.2012 i.e. from 10.07.2017 to 10.07.2020 at monthly license fee of ₹1,31,131/- + GST on the terms of the existing contract, subject to the condition that the petitioner shall deposit 12 post dated cheques in advance and also ensure timely payment of monthly license fee by the 07th of every month in advance. A copy of the letter dated 11.04.2018 is taken on record.

4. As the eviction notice has been withdrawn and the petitioner has been allowed extension for a period of three years on his depositing the licence fee equivalent to the highest bid, this petition has been rendered infructuous and stands disposed of accordingly. However, in case the petitioner defaults in making payment as stipulated in letter dated 11.04.2018, 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