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

+ W.P.(C) 6921/2018

GEETA JEENA

..... Petitioner

Through: Ms Seema Bengani with Ms Iti
Gupta, Advocates.

versus

GOVERNMENT OF NCT OF DELHI AND
ORS.

..... Respondents

Through: Mr Gautam Narayan, ASC for
GNCTD with Mr Abhinav Goyal,
Advcoates with Mr Ram Sharma, Sr.
Manager, DTIDC.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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06.07.2018

CM No.26244/2018

1. Allowed, subject to all just exceptions.

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2. The petitioner has filed the present petition, *inter alia*, praying that the respondents be directed to hand over the possession of the shop bearing no. 22, near car parking, Kashmere Gate, ISBT, Delhi in terms of the letter dated 20.03.3018. The petitioner has also sought compensation for the loss incurred by it in the past three months.

3. The petitioner had participated in a bidding process for allotment of the shop described as “shop no.22, outside Food Court, ISBT, Kashmere

Gate, Delhi”. The petitioner was successful and on 19.02.2018, the Delhi Transport Infrastructure Development Corporation (hereafter ‘DTIDC’) issued a Letter of Acceptance communicating its acceptance of the petitioner’s bid. The petitioner was allotted the shop no.22, outside Food Court, ISBT, Kashmere Gate, Delhi and was also called upon to immediately deposit the Advance Licence fee and the Interest Free Security Deposit.

4. The petitioner deposited the amounts as demanded. On 26.02.2018, DTIDC acknowledged the deposit made by the petitioner and called upon the petitioner to take possession of the shop in question. It is stated that on 05.03.2018, the possession of the said shop was handed over to the petitioner.

5. The petitioner claims that she spent approximately ₹70,000/- in electrical and repair works to make the shop fit for carrying on business. However, thereafter, the petitioner received another letter dated 07.03.2018 from the Executive Director of DTIDC (respondent no.3) stating that the shop allotted to the petitioner was an encroachment on the footpath, which was obstructing the movement of passengers and therefore the letter dated 26.02.2018, whereby the petitioner was called upon to take possession of the shop be treated as withdrawn. In lieu of the shop handed over to the petitioner DTIDC offered another shop described as shop no.22, near car parking, ISBT, Kashmere Gate, Delhi (hereafter the ‘the second shop’) and requested the petitioner to communicate her consent for the same. Although, the second shop bore the same number (no. 22) as the shop initially allotted to the petitioner, it was located near the car parking opposite

to the location of the shop initially allotted to the petitioner.

6. It appears that the petitioner was satisfied with the said offer and communicated her consent for the same by a letter dated 08.03.2018. However, the petitioner is now aggrieved as the possession of the same has not been handed over to the petitioner.

7. On 20.03.2018, DTIDC sent a letter calling upon the petitioner to take possession of the second shop and execute the agreement within a period of seven days of the said letter.

8. It appears that in the meanwhile, the respondents had rethink on the issue and, as a consequence, the petitioner was not handed over the possession of the second shop. DTIDC now sent another letter dated 28.06.2018 stating that it was decided to re-offer the shop on the original location – that is, shop no.22, outside Food Court, ISBT, Kashmere Gate – and the earlier letter dated 20.06.2018 , whereby the petitioner was called upon to take possession of the second shop, be treated as withdrawn.

9. The petitioner does not want to take possession of the shop that was initially allotted, as she states that the same is an encroachment on the footpath and she apprehends that she would be subsequently removed from the said shop for the said reason.

10. At this stage, this Court is not inclined to grant any relief as sought for; plainly, for the reason that the petitioner has now been allotted a shop that she had initially bid for and was initially allotted. Since, the petitioner had spent a sum of ₹70,000/- (as claimed by her) for the electrical works and repairs to the said shop and has be offered the possession of the same,

there is no requirement to compensate her for the same. There has been an unnecessary delay of approximately four months for which the petitioner has been deprived of the premises. It is obvious that the respondents would not be entitled to charge any licence fee for any part of the said period.

11. Insofar as the petitioner's apprehension regarding being removed from the said site is concerned, it would be open for the petitioner to seek appropriate remedy in the event of the petitioner is so removed. DTIDC would clearly be responsible for the petitioner's legitimate claims in such eventuality.

12. At the present stage, it cannot be determined with certainty that the petitioner's possession of the shop no.22, outside the Food Court, ISBT, Kashmere Gate, Delhi would be disturbed and therefore it is not necessary to issue any directions in this regard.

13. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

JULY 06, 2018
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