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

\+ W.P.(C) 8982/2018

B. M. BANSAL ..... Petitioner

Through: Mr Ashish Mohan and Mr Prashant Kumar Umrao, Advocates.

versus

UNION OF INDIA ..... Respondent

Through: Ms Shiva Lakshmi, CGSC with Mr Ruchir Ranjan Rai and Mr Siddharth Singh, Advocates.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

O R D E R

% 28.08.2018

C.M. No. 34636/2018

1. Exemption is allowed, subject to all just exceptions.

2. The application stands disposed of.

W.P.(C) 8982/2018 & C.M. No. 34635/2018

3. The petitioner has filed the present petition, *inter alia*, impugning the letter of termination of License Deed dated 20.08.2018 (hereafter 'impugned letter'), whereby the petitioner has been called upon to vacate the premises licensed to the petitioner for running a wet canteen and general store at 255, Transit Camp, Delhi Cantt (hereafter 'the Premises').

4. The learned counsel appearing for the petitioner states that the impugned letter is illegal as the petitioner was not issued any show cause notice and was not afforded any further opportunity.

5. The petitioner was granted the license for running a wet canteen and a

general store at the Premises on 02.04.2013. The said License Agreement was renewed from time to time. Undisputedly, the said License Agreement expired on 31.05.2018. This Court is informed that the respondent has also invited bids from other persons to run a wet canteen.

6. The petitioner claims that its license had been terminated on account of allegations of not maintaining hygienic conditions and selling fried foods. However, the said contention is not merited.

7. The impugned letter reads as under:-

> "1. Please refer para 43 of license deed agreement dated 01 Jun 2017 between Mr MK Aggrawal and Lt Col Vinod Rattan.
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> 2. It is to inform you that the above stated license deed agreement has terminated on 30 May 2018. Quotations for renewal / issue of license deed agreement have been invited from prospective vendors and the process is underway. Meanwhile, you are humbly requested to vacate the premises within 30 days from the date of Issue of this letter.
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> 3. For information and strict compliance please."

8. A plain reading of the impugned letter indicates that the respondent has called upon the petitioner to vacate the Premises as the petitioner's license had not been renewed.

9. The learned counsel appearing for the petitioner states that on 04.05.2018, the petitioner had received a letter calling upon the petitioner to file an application if the petitioner was willing/desirous of continuing with the said License Agreement. He states that pursuant to the said letter, the petitioner filed an application on 19.05.2018 and, therefore, the license stood renewed. He has also referred to a notice dated 10.07.2018, whereby the petitioner was cautioned to discontinue selling "Momos and Meda based

deep fried foods" and to improve the hygiene standards. The petitioner was further cautioned that if the petitioner fails to do so, the license would be terminated. The petitioner states that the said notice dated 10.07.2018 clearly evidences that the license in favour of the petitioner had been renewed.

10. This Court is unable to accept the aforesaid contention. Admittedly the term of the Licence Agreement had expired and a fresh license agreement has not been executed between the parties.

11. In any view of the petitioner's right as a licensee was that a permissive user (See: ***Thomas Cook (India) Limited v. Hotel Imperial and Ors***: ***127 (2006) DLT 431***) and is not entitled to resist eviction from the Premises.

12. In view of the above, no interference is called for by this Court.

13. The petition is dismissed. The pending application stands disposed of.

VIBHU BAKHRU, J

AUGUST 28, 2018
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