

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 1016 of 2019**

Smt. Dimple Gupta W/o Deepak Gupta Aged About 31 Years R/o House No. C-74, -S.S. Green Colony, Ddm, School Road Korba District Korba Chhattisgarh, District : Korba, Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, Urban Administration Department, Mahanandi Bhawan, Mantralaya, Naya Raipur District Raipur Chhattisgarh, District : Raipur, Chhattisgarh
2. Municipal Corporation Korba Through Its Revenue Officer, Korba District Korba Chhattisgarh, District : Korba, Chhattisgarh
3. Municipal Corporation Korba Through Its Commissioner, Korba District Korba Chhattisgarh, District : Korba, Chhattisgarh
4. Municipal Corporation Korba Through Its Superintendent, Hoarding And Advertising Department Korba, Korba District Korba Chhattisgarh, District : Korba, Chhattisgarh

---- Respondents

For Petitioner	:	Shri Ashutosh Shukla, Advocate
For State	:	Shri Siddharth Dubey, Dy.G.A
For Respondent / Municipal Corporation	:	Shri B.D. Guru, Advocate

D.B.: Hon'ble Shri P. R. Ramachandra Menon, Chief Justice
Hon'ble Shri Manindra Mohan Shrivastava, Judge

Order On Board**14/05/2019**

1. The summary of the case is that a contract right was given to the petitioner pursuant to his becoming successful to the bid to place hoardings and boards in the area within the jurisdiction of the Municipality for which, appropriate amount was quoted by the petitioner and the same was remitted accordingly. In spite of the fact that the tenure of the contract was of the period of five years, it came to be cancelled all of a sudden without issuing any notice or opportunity of hearing to the petitioner, which is

stated as arbitrary and hence the challenge.

2. Learned standing counsel for the Municipality submits that a policy decision has been taken by the Municipality to see that the area in question is preserved as a 'no hoarding zone' and it was under such circumstances, that the licence given to the petitioner was decided to be cancelled so as to cause all the boards and hoardings to be removed. It is further submitted by the counsel that the petitioner has already completed 'four years' and in respect of the remaining period, the Municipality has taken decision to reimburse the amount deposited by him on a pro-rata basis. Learned counsel also submits that the Municipality is having every right and authority in this regard, particularly by virtue of clause 52 of the tender conditions forming part of Annexure P/2. Learned counsel also makes a reference to the specific averment raised in para 6 of the return filed on behalf of respondents 2, 3 and 4. We find it appropriate to reproduce the same for convenience of reference as below -

“6. That, it is submitted that as far as investment made by the petitioner is concerned, the permission for display of advertisement hoarding has been given to the petitioner vide agreement dated 02.09.2005 and thus in the fourth year she is continuing on the basis of said agreement and the total period of agreement is for the period of 5 years and though the clause 52 provides that for the rest part of the period for which the petitioner is being prohibited to display the advertisement hoardings she will be entitled for refund of the amount of rent which she has already paid along with interest. Thus, there is no illegality in the communication issued by the Corporation. Hence, the instant writ petition may kindly be dismissed.”

3. After hearing both the sides, we are of the view that the right and the authority of the Municipality to cancel the bid to cause removal of advertisement boards and hoardings is well reserved as per clause 52 of Annexure P/2. The only consequence is that the Municipality will have to refund the pro-rata charges to the petitioner which is accepted and agreed to be repaid with interest as stated in para 6 of the return. In these circumstances, without prejudice to the rights and liberties of the petitioner to get the pro-rata amount as assured from the part of the Municipal Corporation, interference

is declined.

4. In view of the submission made by learned counsel for the petitioner that a time limit may be prescribed, we find it appropriate to direct the Municipality to effect the pro-rata disbursement with interest at the earliest at any rate within one month from the date of receipt of copy of this verdict.

5. With the observations as above, this petition is dismissed.

Sd/-

(P. R. Ramachandra Menon)
Chief Justice

Sd/-

(Manindra Mohan Shrivastava)
Judge