

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :: 05-07-2019

CORAM

THE HON'BLE DR.JUSTICE VINEET KOTHARI
AND
THE HON'BLE MR.JUSTICE C.V.KARTHIKEYAN

W.A.No.2021 of 2019

M/s.Aviation Express

Rep.by its proprietor V.Krishnamurthy

... Appellant/Petitioner

-vs-

1. The Chairman,
Airports Authority of India,
Rajiv Gandhi Bhavan, Safdarjung Airport Area,
New Delhi-110 003.

2. The Airport Director,
Airports Authority of India,
Chennai International Airport,
Meenambakkam, Chennai- 600 027.

... Respondents/Respondents

Appeal under Clause 15 of the Letters Patent against
the Order, dated 24.06.2019, passed in W.P.No.15142 of 2019, on
the file of this Court.

W.P.No.15142 of 2019:-

calling for the records of the 2nd Respondent in the
impugned communication bearing Ref.No.AAM/C.2367/2019/1056 dated
22.05.2019 and set aside the same as being untenable in law
arbitrary and illegal and consequently directing the 2nd
Respondent to extend Petitioners license granted pursuant to the
License Agreement dated 16.04.2007 until regularisation of the
subject license or finalisation of fresh tenders in relation to
operation of city coach Service (Maxi-cab) at the Chennai
International Airport.

For Appellant : Mr.AR.L.Sundaresan,
Senior Counsel,
for Mr.R.Parthasarathy.

For Respondents: Dr.Fr.Xavier Arul Raj,
Senior Counsel,
for Mrs.Arul Mary

JUDGMENT
(By Dr.Vineet Kothari,J.)

Both the parties have filed their respective Affidavits in pursuance of the direction of this Court vide the Order, dated 01.07.2019.

2. The relevant Paragraph No.9 of the Affidavit filed by the Respondents-Airports Authority of India through Mrs.T.S.Subha Lakshmi, Joint General Manager (Commercial), Chennai Airport, Chennai, is quoted below for ready reference :

'9. I humbly submit that the decision to issue the notice of termination to the petitioner and to proceed with the fresh tender, allowing the new operator, apart from App Based Cab Aggregator and the Pre-paid taxi operator is a policy decision. A fresh tender has been floated for "Licence to Operate General/Maxi Car Rental Services at Chennai Airport" inviting tenders on 07.06.2019, and the tender is expected to be finalized before 31.07.2019, provided there are multiple parties participating in the tender who are found eligible and the quote/offer is highest among them above the Minimum Reserved License Fee.'

3. Similarly, Mr.V.Krishnamurthy, Proprietor of the Appellant entity, has furnished his Undertaking in Paragraph 5 of the Affidavit, dated 4th July, 2019. The same is also quoted below for ready reference :

'5. Without prejudice to the above, the Appellant undertakes the following :

i. The Appellant states that it shall pay the enhanced license fee as fixed by the Respondent for the period it is allowed to carry on its operations at Chennai Airport.

ii. The Appellant undertakes to hand over vacant and peaceful possession of the premises under the license given to it for operating the services mentioned above at Chennai Airport, on the date when a contract, including the services rendered by the Appellant, is awarded by the Respondent in favour of any third party.

iii. The Appellant is already given the right to participate in the existing tender process and will abide by the result thereof.'

4. After hearing the learned counsel for the parties and upon perusal of the Affidavits filed by them, we hold that the Tender, floated by Airports Authority of India on 07.06.2019, which process has to be completed as per the

aforequoted Affidavit before 31.07.2019, covers the existing services provided by the Appellant.

5. Accordingly, we permit the Respondents-Airports Authority of India to go ahead with the said Tender process and finalise the same on or before 31.07.2019.

6. The person, in whose favour the new contract is awarded, will have a right to enter and start providing the services, following the award of contract from the date the contract is awarded in his favour.

7. In view of the Undertaking of the Appellant quoted above, they will forthwith vacate and handover the peaceful possession of the premises in question and stop their operations from the date on which the contract is awarded in favour of a third party.

8. It is also stated at Bar by the learned counsel for the Appellant that they have not participated in the said Tender floated on 07.06.2019, as they did not qualify for the same.

9. Writ Appeal is disposed of as above. No costs. Consequently, the connected C.M.P. Nos.13614,13617 and 13621 of 2019 stand closed.

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

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To

1. The Chairman,
Airports Authority of India,
Rajiv Gandhi Bhavan, Safdarjung Airport Area,
New Delhi-110 003.
2. The Airport Director,
Airports Authority of India, Chennai International Airport,
Meenambakkam, Chennai- 600 027.

+1cc to Dr.Fr.Xavier Arul Raj, Advocate, S.R.No.56403

+1cc to Mr.R.Parthasarathy, Advocate, S.R.No.56247

W.A.No.2021 OF 2019

SVI (CO)
CS/25/07/2019