

HIGH COURT FOR THE STATE OF TELANGANA

THE HON'BLE CHIEF JUSTICE SRI RAGHVENDRA SINGH CHAUHAN

AND

THE HON'BLE Dr. JUSTICE SHAMEEM AKTHER

WRIT APPEAL No.677 of 2019

Date: 16.08.2019

Between:

Air Works India (Engineering) Private Limited,
Mumbai International Airport.

... Appellant

And

GMR Hyderabad International Airport
Limited and four others.

... Respondents

Counsel for the Appellant : Sri Vedula VenkataRamana

Counsel for Respondent No.1 : Sri S.Niranjana Reddy

Counsel for Respondent Nos.2 and 5 : Sri K.Lakshman, learned
Assistant Solicitor

General

Counsel for Respondent No.3 : Sri Vikram Pooserla

Counsel for Respondent No. 4 : G.P for Infrastructure

The Court made the following:

JUDGMENT: *(Per Hon'ble Dr.Justice Shameem Akther)*

This appeal, under Clause 15 of Letter Patent, is filed by the appellant-writ petitioner, aggrieved by an interim order of this Court dated 02.07.2019 passed in I.A.Nos.1 and 2 of 2019 in W.P.No.13298 of 2019, wherein the learned Single Judge declined to grant interim relief and dismissed the applications.

2. Heard Sri Vedula Venkata Ramana, learned Senior Counsel representing Mr.A.Giridhar Rao, learned counsel for the appellant, Sri S.Niranjan Reddy, learned Senior Counsel representing Ms.Rubaina S.Khatoun, learned counsel for respondent No.1, Sri K.Lakshman, learned Assistant Solicitor General for respondent 2 and 5, Sri Vikram Pooserla, learned counsel for respondent No.3 and the learned Government Pleader for Infrastructure for respondent No.4 and perused the record.

3. The facts that led to filing of this appeal are that the appellant-writ petitioner is a service provider to several airlines and obtained statutory license from various authorities. The respondent No.1 is also permitting the other service providers like the appellant-writ petitioner. Though the appellant-writ petitioner is paying the license fee regularly and making the revenue sharing, the respondent No.1 is discriminating the appellant-writ petitioner. The appellant-writ petitioner requires only 1,033 sq. fee of land for its operations and the respondent No.1 is treating the appellant-writ petitioner in a different manner to that of other service providers. The respondent No.1 vide proceedings No.GHAL/GH19/GH/010, dated 27.06.2019, directed the appellant-writ petitioner to vacate the premises by

30.06.2019. If the appellant-writ petitioner is evicted, the public at large will suffer, as such, the public interest is involved. The appellant-writ petitioner in the impugned writ petition filed two applications, one seeking a direction to respondent No.1 to allow to carry on its trade, business, profession at the current premises admeasuring 96.04 sq. meters and another to suspend the vacate/eviction letter dated 27.06.2019 issued by the respondent No.1. The learned Single Judge, by way of the impugned order dated 02.07.2019, declined to grant the interim relief prayed for and dismissed the applications. Against the order of the learned Single Judge, this writ appeal is filed.

4. Learned counsel for the appellant-writ petitioner would contend that the learned Single Judge ought not to have rejected the interim relief sought for without there being a counter filed by the respondents. The learned Single Judge ought to have granted appropriate protective interim orders so as to enable the appellant-writ petitioner to carry on the service provider operations i.e., maintenance of the aircraft belonging to the airlines, for which the appellant-writ petitioner holds a maintenance contract. The denial of such interim relief has resulted in serious inconvenience and hardship to the airlines in general and public at large. The learned Single Judge failed to see that there is a contract of service in between the appellant-writ petitioner and the domestic and international airlines. Thus, the learned counsel submits that the appellant-writ petitioner has a *prima facie* case and balance of convenience in his favour. The reasons assigned by the learned Single Judge are unsustainable and the learned counsel ultimately prayed to allow

the appeal by setting aside the impugned interim order and grant the interim relief as prayed for in the writ petition.

5. On the other hand, learned counsel for the respondents would submit that the period of licence granted in favour of the appellant-writ petitioner came to an end on 22.03.2019. Notice to vacate 96.04 sq. meters of area by 30.06.2019 was issued by respondent No.1. The appellant-writ petitioner has no right for continuing in the said licensed premises. The learned Single Judge had given elaborate reasons and dismissed the interlocutory applications. Learned counsel for the respondents ultimately prayed to dismiss the writ appeal.

6. In view of submissions made by both sides, the point that arises for determination is:

1. Whether the learned Single Judge is justified in dismissing I.A.Nos.1 and 2 of 2019 in W.P.No.13298 of 2019 by order dated 02.07.2019 declining to grant interim relief as prayed for by the appellant-writ petitioner?

7. **POINT:** There is no dispute that the appellant-writ petitioner is a licensee of respondent No.1 and the duration of the license came to an end on 22.03.2019. There is no renewal/extension of license in favour of the appellant-writ petitioner. There is also no dispute with regard to arbitration clause in the license agreement. The transaction entered into in between the parties is purely a commercial one and no element of public interest is involved. There is no obligation on the part of respondent No.1 to extend the period of license from time to time, as per the terms agreed in between them. Since the license of the appellant-writ petitioner expired long back on 22.03.2019 and a

notice dated 27.06.2019 was issued by the respondent No.1 to the appellant-writ petitioner to vacate the premises by 30.06.2019, there is no *prima facie* case and balance of convenience in favour of the appellant-writ petitioner and no irreparable loss would be caused to the appellant-writ petitioner.

8. The appeal is devoid of merits and is accordingly dismissed.

There shall be no order as to costs.

Pending miscellaneous petitions, if any, shall also stand dismissed.

RAGHVENDRA SINGH CHAUHAN, HCJ

Dr. SHAMEEM AKTHER, J

Date:16.08.2019

grk

