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

+ LPA 27/2019 & CM. Nos. 1911/2019, 1912/2019, 1913/2019 and  
1914/2019

**ISHA NATURAL BEAUTY PRODUCTS & WELLNESS PVT LTD**

..... Appellant

Through: Mr. Jayant Bhushan, Sr. Adv. with  
Mr. Angad Verma & Ms. Aditi  
Awasthy, Advs.

versus

**UNION OF INDIA & ORS**

..... Respondents

Through: Dr. Abhishek Manu Singhvi, Sr. Adv.  
with Mr. Rishi Agrawala, Ms. Niyati  
Kohli & Mr. Ankit Banati, Advs. for  
R-3/DIAL  
Mr. Digvijay Rai and  
Mr. Kushtubh Singh, Advs. for R2

**CORAM:**

**HON'BLE THE CHIEF JUSTICE**

**HON'BLE MR. JUSTICE V. KAMESWAR RAO**

**ORDER**

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**16.01.2019**

**CM. Nos. 1913/2019 and 1914/2019**

Exemption allowed subject to all just exceptions.

Applications stand disposed of.

**CM. No. 1912/2019 (for placing additional documents on record)**

For the reasons stated in the application, the same is allowed and  
disposed of. Additional documents are taken on record.

**LPA 27/2019**

1. This appeal has been filed by the appellant challenging the order dated January 11, 2019 of the learned Single Judge. The appellant had filed the petition before the learned Single Judge for a direction to consider its request for extension of the license terms under the License Agreement dated May 05, 2010 read with Supplementary Agreement dated July 20, 2017 in a fair, reasonable and transparent manner.
2. During the course of hearing before the learned Single Judge, it transpired that the appellant had written an e-mail dated June 20, 2018 which was followed by a Supplementary Agreement dated July 12, 2018. Except stating two lines with regard to the fact that the appellant has to stop operation from January 21, 2019, no reference has been made to the Supplementary Agreement dated July 12, 2018.
3. The learned Single Judge noting the concealment of Supplementary Agreement and also an important Clause in the same, which contemplates that the appellant shall stop using the location on or before January 31, 2019, dismissed the petition with cost of ₹50,000/-.
4. An issue was also raised whether DIAL is entitled to sub-lease or license the premises without following the competitive process. On this

submission, a submission was made on behalf of DIAL that insofar as the area occupied by the appellant is concerned, the same would only be dealt with by an open and transparent bidding process.

5. Mr. Jayant Bhushan, learned Senior Counsel appearing for the appellant would make only one submission that till such time, the DIAL invites bid for grant of license, the appellant should be allowed to continue. We are not impressed by the said argument of Mr. Bhushan in view of a clear stipulation in the Supplementary Agreement, which is dated July 12, 2018, whereby the appellant is to vacate by January 31, 2019 and which Supplementary Agreement has been concealed in the writ petition, resulting in dismissal of the writ petition with cost of ₹50,000/-. The appeal is dismissed. No costs.

**CM. No. 1911/2019 (for stay)**

Dismissed as infructuous.

**CHIEF JUSTICE**

**V. KAMESWAR RAO, J**

**JANUARY 16, 2019/ak**