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

+ **W.P.(C) 4648/2019**

DIN BANDHU DASS

..... Petitioner

Through: Mr M. M. Singh and Mr S. K. Pal,
Advocates.

versus

**INDIRA GANDHI NATIONAL OPEN
UNIVERSITY (IGNOU)**

..... Respondent

Through: Mr Aly Mirza, Advocate for IGNOU.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **01.05.2019**

CM No.20645/2019

1. Allowed, subject to all just exceptions.

W.P.(C) 4648/2019 & CM No.20644/2019

2. The controversy in the present petition relates to the license of a kiosk granted to the petitioner.

3. The petitioner has filed the present petition, *inter alia*, impugning a notice dated 26.04.2019 issued by the respondent (IGNOU), whereby the petitioner has been called upon to pay the licence fee from 01.06.2016 to 31.03.2019 at the rate of ₹3250/- per month. The notice also indicates that the petitioner had paid an amount of ₹50,000/- and, therefore, after adjustment of the same, the total amount demanded from petitioner upto 31.03.2019 is computed at ₹60,500/-.

4. The learned counsel appearing for the petitioner submits that although the respondent has demanded licence fee, however, it has failed to execute the licence deed. He states that the petitioner was granted licence, with effect from 13.06.2016 for a period of two years, which was extendable by a further period of one year. The extended period is almost over and yet the respondent has not executed the licence deed.

5. The petitioner also prays that directions be issued to the respondent to execute the licence deed/agreement in terms of the award of the contract.

6. It is also contended on behalf of the petitioner that sufficient security is available with the respondent and therefore, the threat to terminate the licence if the licence fee is not paid, is unwarranted.

7. Insofar as the petitioner's contention that the petitioner is entitled to a licence deed in terms of the contract as awarded to him, is merited. This is so because there is no dispute that the petitioner was awarded the contract for running kiosk for a period of two years, extendable for a further period of one year, and therefore there is no reason why the licence deed ought not be executed.

8. Insofar as the petitioner's challenge to the notice dated 26.04.2019 is concerned, the same is plainly unmerited. Admittedly, the petitioner is required to pay the licence fee. There is no dispute that the petitioner has been using the premises (Kiosk in question) on the basis of the licence granted to him.

9. After some arguments, the learned counsel appearing for the

petitioner states, on instructions, that the said entire licence fee, as demanded by the respondent, would be deposited with the respondent within a period of one week.

10. In view of the above, the petition is disposed of by directing the respondent to execute the licence deed on the petitioner furnishing the necessary documents/stamp duty.

11. Since, it is admitted that the licence was for a period of 2 years extendable by a further period of one year, the licence would come to an end by the efflux of time on 12.06.2019, and it is clarified that nothing stated in the instant order should be construed as entitling the petitioner to occupy the premises, thereafter.

12. The pending application is disposed of.

13. Order *dasti* under signatures of the Court Master.

MAY 01, 2019
MK

VIBHU BAKHRU, J