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

+ **W.P.(C) 8479/2017**

SUBHASH SAGAR Petitioner
Through Mr. S. D. Kushwaha, Adv.

versus

ARCHAEOLOGICAL SURVEY OF INDIA AND ANR.

..... Respondents
Through Mr. Vikram Jetly, CGSC for R1 & 2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **20.05.2019**

1. The petitioner has filed the present petition, *inter alia*, praying that directions be issued to the respondents to renew the photography license issued to the petitioner.
2. The learned counsel appearing for the petitioner submits that the renewal of the License has been denied to the petitioner on the assumption that the petitioner had failed to pay the license fee for the period 01.10.2011 to 31.12.2011, as is reflected in the letter dated 19.10.2016.
3. It is the petitioner's case that he had furnished the license fee by a Demand Draft dated 16.09.2011 bearing No.012433 for a sum of Rs.1,993/-, drawn on Central Bank of India, Taj Ganj, Agra. The learned counsel for the petitioner has drawn the attention of this Court to a letter dated 26.04.2011, which bears the noting of the Central Bank of India confirming that the aforementioned Demand Draft had been encashed by ASI.

4. Mr. Jaitley, the learned counsel appearing for the respondents states that the petitioner had not deposited the licensee fee. He states that first of all, the same had been paid to ASI, which was not the concerned authority. Secondly, the Demand Draft for the licence fee said was returned to the petitioner. He has referred to a letter dated 19.10.2016 in support of his contention.

5. As is apparent from the above, the controversy in the present petition is whether the petitioner had paid the license fee for the period 01.10.2011 to 31.12.2011. The respondent's contention that the said fees has been returned to the petitioner appears to be erroneous as the letter dated 19.10.2016 refers to a Demand Draft dated 14.10.2016, for a sum of Rs.1,250/-. The number of the said Demand Draft is stated to be 013433. This is different from the particulars of the Demand Draft claimed to have been paid by the petitioner on account of license fee for the period 01.10.2011 to 31.12.2011. According to the petitioner, the said license fee was paid by a Demand Draft dated 16.09.2011 bearing No.012433 for a sum of Rs.1,993/-.

6. The petitioner also states that the said amount has been encashed by ASI and has not been returned to the petitioner.

7. In view of the above, the respondents are directed to examine the assertion of the petitioner and to ascertain whether the Demand Draft, as mentioned by the petitioner, was encashed at the relevant time.

8. In the event the said Demand Draft has been encashed by ASI, the respondents shall forthwith renew the license granted to the petitioner. In the event, the respondents find that the Demand Draft, as asserted to have been paid by the petitioner, has been returned to him; the respondents shall

provide the complete details of the same, including the date on which the said Demand Draft was returned to the petitioner.

9. The final decision will be communicated to the petitioner within a period of eight weeks from today. Needless to state that if the petitioner is aggrieved, he will be at liberty to avail all remedies in accordance with law.

10. The petition is disposed of in the aforesaid terms.

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

VIBHU BAKHRU, J

MAY 20, 2019

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