

IN THE HIGH COURT OF PUNJAB AND HARYANA,
AT CHANDIGARH

223

CWP No.8299 of 2016 (O&M)

Date of decision : 03.03.2020

M/s Laqshya Outdoors

... Petitioner

Versus

State of Punjab and others

.. Respondents

CORAM : HON'BLE MR.JUSTICE SANJAY KUMAR

Present : Mr.Manik Makkar, Advocate for
Mr.Viren Jain, Advocate for the petitioner.

Mr.Neeraj Yadav, Advocate for
Mr.A.K.Arora, Advocate for respondent Nos.2 and 3.

Sanjay Kumar, J. (Oral)

This matter was passed over twice during the morning session at the request of the proxy counsel representing Mr.Viren Jain, learned counsel for the petitioner. This was necessitated due to the assertion made by Mr.Neeraj Yadav, learned counsel representing Mr.A.K.Arora, learned counsel for respondent Nos.2 and 3, that the cause in this writ petition no longer survives for consideration on merits.

However, when the case is taken up for hearing during the afternoon session, there is no representation on behalf of the petitioner.

Perusal of the writ petition discloses that the grievance of the petitioner was with regard to certain actions initiated by respondent Nos.2 and 3 which allegedly infringed the rights of the petitioner under the 'Concession Agreement' dated May, 2008 (Annexure P-1) entered into by and between the petitioner and the third respondent-M/s Jalandhar City Transport Services Ltd., the sister concern of the Municipal Corporation. In terms of the petitioner's own assertion in paragraph No.7 of the writ

petition, this agreement was to remain alive for a period of 10 years from

the date of commencement. Therefore, it would have worked itself out by efflux of time in the year 2018. The cause in this petition therefore does not survive for consideration on merits at this stage. Perhaps that is the reason why the petitioner and its learned counsel are not evincing any interest in prosecuting the same. The writ petition is accordingly dismissed for default.

No order as to costs.

Pending miscellaneous applications shall also stand dismissed.

Needless to state, any claim(s) pertaining to the period covered by the concession agreement would have to be addressed by way of appropriate proceedings in accordance with law.

**[SANJAY KUMAR]
JUDGE**

03.03.2020
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Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No