

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16 / 06 / 2021

CORAM:

THE HON'BLE MR.JUSTICE M.GOVINDARAJ

WP NO.20314 OF 2020

AND

WMP NOS.25098 AND 25100 OF 2020 AND 2425 OF 2021

Bhadra International (India) Pvt. Ltd.,
Rep. by its General Manager – HR
A-9, Airlines Office Gallery, 2nd Floor,
Anna International Terminal
Chennai Airport
Chennai – 600 027.

.. Petitioner

Vs.

1.Union of India
Rep. by Secretary to Government
Ministry of Civil Aviation
Rajiv Gandhi Bhawan
New Delhi – 110 003.

2.Airport Authority of India
Rep. by its Chairman
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi – 110 003.

3.The Airport Director
Airport Authority of India
Chennai Airport
Chennai – 600 027.

4.Bureau of Civil Aviation Security
Rep. by Director General
Sri Aurobindo Marg
Opp. Safdarjung Airport
New Delhi – 110 003.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus, to call for the records of the 1st respondent relating to the impugned communications bearing No.AV-24011/8/2017-AAI-MOCA-Part (1) dated 22.12.2020 issued by Respondent No.1 and quash the same and consequently direct the respondents to renew the Airport Entry Passes of the ground handling staff of the petitioner at Chennai and Kolkata Airports at least until 30.06.2021 or till such time that the duly selected ground handling agencies appointed by the respondents operationally take over for Chennai and Kolkata Airports pursuant to open tender process in terms of Regulation 3(4) of the Ground Handling Regulations, 2018, whichever is later.

For Petitioner : Mr.P.S.Raman
Senior Counsel for Dr.R.Maheswari

For Respondent-1 : Mr.D.Ashok Kumar
Central Government Standing Counsel

For Respondents : Mr.R.Sankaranarayanan
2 & 3 Additional Solicitor General of India
Assisted by Mr.Ramasamy Meyyappan

ORDER

The petitioner was granted License to carry on the Ground Handling Services to interested Airlines at Airports at Chennai and Kolkata as per the International Standard on 29.11.2010. The License Agreement was entered on that date with contractual terms and conditions. As per Clause 1(a) of the License Agreement, the License commenced on 23.09.2010 for a period of ten years from 23.09.2010 to 22.09.2020 unless terminated earlier under the provisions of that Agreement.

2.The appointment of an agency for Ground Handling Services was made under Airports Authority of India (General Management, Entry for Ground Handling Services) Regulations, 2007 (*in short* “2007 Regulations”). These Regulations came to be amended / modified periodically and new Regulations were issued. The 2007 Regulations is superseded by Ministry of Civil Aviation (Ground Handling Services) Regulations 2017 (*in short* “2017 Regulations”). Thereafter, new Regulations viz., Airports Authority of India (Ground Handling Services)

Regulations, 2018 (*in short* “2018 Regulations”) was issued in supersession of 2017 Regulations.

3.As per Regulation 3(4) of 2018 Regulations, at the Airport having annual passenger throughput of ten million passengers per annum or above there shall be at least three Ground Handling Agencies and where the passengers throughput is less than ten million passengers per annum, the Airport Operator shall appoint Ground Handling Agencies not exceeding three.

4.As per Regulation 7(1) of the 2018 Regulations, all Airport Operators were mandated to complete the selection process of number of Ground Handling Agencies by 31st October 2018 unless extended by Government of India.

5.As per Regulation 7(2) of the 2018 Regulations, the Ground Handling Agencies so appointed shall commence its operations not later than 30th June 2019.

6.As per Regulation 7(3) of the 2018 Regulations, the Agencies which were not appointed as per the 2018 Regulations, shall not be allowed to continue after 31st October 2018 unless extended by Government of India. However, the petitioner / Agency was granted extension of time beyond 30.06.2019.

7.It is also pertinent to note that as per the contractual terms under 2017 Regulations, 180 days notice in writing shall be issued for terminating the contract. The second respondent issued a notice dated 12.02.2018 that in accordance with 2017 Regulations, new Agency would be appointed and that the existing arrangement would come to an end on expiry of 180 days from the date of said notice. The time was again extended by another notice dated 19.06.2018 extending the period upto 30.06.2019; and by notice dated 04.06.2019 extending the period upto 30.12.2019; and by communication dated 14.10.2019, extending the License till 30.03.2020; and by communication dated 17.03.2020, the License period further extended till 22.09.2020. Thereafter, the License Agreement was not extended. As such, on 23.09.2020, the License was not in force.

8. Thereafter, a Circular dated 01.10.2020 was issued specifying the interim arrangement wherein the Airlines at Chennai and Kolkata Airports can have temporary arrangement with any Government Ground Handling Agencies having valid security clearance upto 31.12.2020 or commencement of operation by AAICLAS whichever is earlier. The Airlines Operator Council made a communication to the second respondent raising their concern for having Ground Handling Services with Air India Airport Services Limited (AIASL) and requested for grant of Airport Entry Passes (AEP) in favour of the petitioner / Agency. However, it was informed by the respondents that temporary arrangements will be only upto 31.12.2020.

9. Subsequently, on 22.12.2020, a communication was issued by the first respondent that Airport Entry Passes will be extended to all the existing Ground Handling Agencies at Airports except Chennai, Kolkata, Goa and Pune. In respect of Chennai, Kolkata, Goa and Pune Airports, Airports Authority of India (AAI), the second respondent, have to manage the Ground Handling Operations by employing the services of authorized

Government Ground Handling Agencies, already operating at these four Airports, till such time regular Ground Handling Agencies are appointed by Airports Authority of India (AAI).

10.Mr.P.S.Raman, learned Senior Counsel appearing for the petitioner would vehemently contend that the impugned communication issued by the first respondent is violative of Article 14 of the Constitution and in violation of statutory regulations. According to him, when the first respondent by the impugned communication grants extension of License period to the existing Ground Handling Agencies, till 30.06.2021, to all the Airports, discriminating the Chennai and Kolkata Airports, where the petitioner is carrying on Ground Handling Services is violative of Article 14 of the Constitution. Further, as per Regulation 3(4) of 2018 Regulations, where the Airport having annual passenger throughput of ten million passengers per annum or above, there shall be three Ground Handling Agencies, whereas, as per the present communication, it is lesser than three Ground Handling Agencies which is violative of Regulation 3(4) of 2018

Regulations. Therefore, the impugned communication is liable to be set aside.

11.The next contention is that the impugned order has actuated by *malafides* since the petitioner filed a writ petition challenging the action of the respondents before the Delhi High Court and also raised an arbitration against the second respondent, wherein a counter claim was also filed by the second respondent. The Arbitrator has dismissed both the claims filed by the petitioner as well as the counter claims filed by the second respondent. Therefore, to single out the writ petitioner, the impugned communication issued to the effect that the License for Ground Handling Services will not be extended in respect of Chennai and Kolkata Airports alone. Therefore, the action of the respondents is purely *malafide*.

12.Thirdly, even assuming that a new Agency is going to be appointed, it will take at least six months' time for the new Agency to erect the infrastructure and commence its operations. Till such time, the Airlines and the passengers will be put to hardship. Without considering the hardship

caused to the passengers as well as handling of cargo, the respondents have arbitrarily act with *malafide* motive and passed the impugned communication. As long as the Government authorities acts arbitrarily, even when they are acting in their executive capacity in the contractual field, the action can be challenged by way of a writ petition.

13. For the above proposition, in respect of maintainability of writ petition in a contractual matter, the learned Senior Counsel for the petitioner would rely on the judgment of the Hon'ble Supreme Court in ***RADHAKRISHNA AGARWAL AND OTHERS VS. STATE OF BIHAR [1977 (3) SCC 457]*** wherein the Hon'ble Supreme Court has held that the State acting in its executive capacity on the contractual field is subject to obligations cast by Part III of the Constitution of India including the obligations under Article 14 of the Constitution. Thus, where the States acts arbitrarily or in a discriminatory manner, even if such conduct is in the contractual field, a writ petition would be maintainable under Article 226 of the Constitution of India.

14. In ***SANJANA M.WIG (MS) VS. HINDUSTAN***

PETROLEUM CORPN. LTD, [2005 (8) SCC 242] the Hon'ble Supreme Court has held that access to justice by way of public law remedy would not be denied when a lis involves public law character and when the forum chosen by the parties would not be in a position to grant appropriate relief.

15. Clearly since the petitioner has not sought contractual remedies, the Arbitrator under the contract would not be in a position to grant any relief. Thus the only remedy available to the petitioner is under Article 226 of the Constitution of India. In **GUJARAT STATE FINANCIAL CORPORATION VS. M/S. LOTUS HOTELS PVT LTD., [1983 (3) SCC 379]** the Hon'ble Supreme Court has held that the rule inhibiting arbitrary action by the Government would equally apply where such corporation dealing with the public whether by way of giving jobs or entering into contracts or otherwise and it cannot act arbitrarily and its action must be in conformity with some principle which meets the test of reason and relevance. A Writ petition would be maintainable in such circumstances.

16. Subsequently in **ABL INTERNATIONAL LTD & ANR VS. EXPORT CREDIT GUARANTEE CORPORATION OF INDIA LTD &**

ORS. [2004 (3) SCC 553] the Hon'ble Supreme Court held as under:

“If a State acts in an arbitrary manner even in a matter of contract, an aggrieved party can approach the court by way of writ under Article 226 of the Constitution. The requirement of Article 14 should extend even in the sphere of contractual matters for regulating the conduct of the State activity. Applicability of Article 14 to all executive actions of the State being settled and for the same reason its applicability at the threshold to the making of a contract in exercise of the executive power being beyond dispute, the State cannot thereafter cast off its personality and exercise unbridled power unfettered by the requirements of Article 14 in the sphere of contractual matters and claim to be governed therein only by private law principles applicable to private individuals whose rights flow only from the terms of the contract without anything more.

17. Even the existence of an Arbitration clause in a contract would not denude the Writ Court of its Constitutional jurisdiction under

Articles 226 and 227 of the Constitution of India. It is now well established that an alternative remedy is not an absolute bar to the invocation of the writ jurisdiction of this Court. Thus, the settled legal position is that even in the contractual sphere, a Writ petition under Articles 226 and 227 of the Constitution of India is maintainable especially if infraction of Article 14 of the Constitution of India is alleged by the petitioner.

18. Further, the learned Senior Counsel would contend that as per Regulation 5 of 2018 Regulations, all the Ground Handling Services shall be provided only through the regular employees of the entities permitted under these Regulations. They shall not hire or engage employees through Manpower Agencies as it concerns security provisions. Whereas, the Airports Authority of India or the present Ground Handling Agencies are not having regular employees. Therefore, carrying on Ground Handling Services through contract workers is violative of Regulation 5 of 2018 Regulations and therefore also, the impugned action of the respondents shall be set aside and the petitioner shall be permitted to continue till a regularly selected Ground

Handling Agency is appointed by the respondents pursuant to an open tender in terms of Regulation 3(4) of 2018 Regulations.

19.Per contra, the learned Additional Solicitor General of India Mr.R.Sankaranarayanan, would vehemently oppose the contentions raised by the petitioner. At the first instance, he would content that the writ petition is not maintainable. The petitioner was granted a License on 29.11.2010 for providing Ground Handling Services at these Airports in India. As per Clause 1(a) of the License Agreement, it is specifically stated that the License shall be valid for a period of ten years from 23.09.2010 to 22.09.2020 unless terminated earlier under the provisions of the Agreement. Therefore, it is clear that the contract is determinable. Once the contract has expired, by efflux of time, or it is determined by the Authority, the petitioner has a right to enforce the contract only under the provisions or to invoke Clause 78 of the License Agreement, which provides for Arbitration. The petitioner is not entitled to maintain a writ petition without any right and without having any License Agreement in force. In other words, after the termination of the

License, the petitioner has no right to maintain a writ petition.

20.As per the records, the License of the petitioner was terminated on 12.02.2018 in accordance with Clause 75 of the License Agreement. As per Clauses 74 and 75 of the License Agreement, 180 days notice in writing shall be given. Accordingly, the petitioner was given 180 days notice, but he has not chosen to challenge the termination notice at any point of time. Having failed to challenge the termination notice, he has no right to maintain the present writ petition.

21.In fact, the petitioner has raised a dispute in 2016 and claimed damages for their loss suffered during the years 2015 and 2016 and also complained that the respondents were guilty of non-implementation of rules and regulations. Having taken a stand that they suffered losses in the entire contract, it is an after thought to state that the respondents have acted in *malafide* against the petitioner. In fact, the appointment of Ground Handling Agencies is still under process in all other Airports except Chennai

and Kolkata. In respect of Chennai and Koilata, the tender process had been completed, successful tenderers have been identified and Letter of Indent of Award (LOIA) to the successful bidders in the respective Airports have been issued on 12.01.2021.

22. Curiously, the petitioner was invited to offer his tender, he has not submitted his bid as admitted by him. In such a situation, where the regular Agency is appointed, it is not open to the petitioner to maintain the writ petition and in fact, the writ petition has become infructuous on appointment of the newly selected Agency. The prayer in the writ petition is very limited and worked out by itself, even assuming, but without admitting that the petitioner had any semblance of right for enforcing a determined contract, the forum is elsewhere.

23. He would also contend that the letters issued by the Airlines Operator Council (AOC) will not confer any right on the petitioner to

continue the Ground Handling Services. In fact, a writ petition was filed in WP (C) No.8004 of 2010 challenging the Ground Handling Regulations 2007 as ultra vires. However, the Delhi High Court has dismissed the writ petition upholding the vires of 2007 Regulations. The SLP filed before the Hon'ble Supreme Court was also withdrawn by the petitioners therein on 29.07.2019. After having withdrawn the SLP filed before the Hon'ble Supreme Court, the petitioner cannot rely upon the letters issued by Airlines Operator Council (AOC) as AOC has no right to insist upon the continuance of the petitioner as a Ground Handling Agency and to insist on issuance of Airport Entry Passes (AEP) to the petitioner. Therefore, all the parties are bound by Regulation 3(4) of 2018 Regulations and none can insist on the continuance of petitioner who is a non-entitled Agency to continue in a secured place like Airport. Therefore, it is prayed that the writ petition be dismissed as not maintainable.

24.I have considered the rival submissions.

25.At the outset, it is noted that Airports are under the control of Airports Authority of India (AAI). The Airports Authority of India was

vested with the power under the Act and framed regulations for the discharge of their functions with the prior approval of the Central Government. For the purpose of providing smooth transfer of passengers as well as transfer of goods, regulations were framed. The first of such was the Airport Authorities of India (General Management, Entry, for Ground Handling Service) Regulations, 2000. It was superseded by the Airports Authority of India (General Management, Entry, for Ground Handling Service) Regulations, 2007. As per Regulation 3 of the 2007 Regulations, the Ground Handling Services at Metropolitan Airports shall be carried by engaging the services of Airports Authority of India or the Joint Venture Company or subsidiary companies of the National Carrier or through a Ground Handling Agency appointed through a transparent tender process. Under these Regulations of the year 2007, the petitioner was appointed as a Licensee to carry out the Ground Handling Service and License Agreement was entered between the petitioner and the second respondent on 29.11.2010, for a period of ten years commencing from 23.09.2010 to 22.09.2020. As per the License Agreement, as contended by the respondents, it is determinable one and at the sole

discretion of the second respondent. It mandates issuance of 180 days notice in writing without assigning any reasons as per Clauses 74 and 75 of the License Agreement. If at all the Licensee is aggrieved, he has an option to challenge the termination by invoking Clause 78 of the License Agreement through Arbitration.

26. In the instant case, 2018 Regulations came to be published in supersession of the previous Regulations, namely, 2017 Regulations. It is also pertinent to note that the Licensee shall share 32.5% of Gross turn over or the minimum turn over which is Rs.211 Crores or whichever is higher with the AAI for providing these Licenses.

27. It is relevant to refer to Clauses 9, 23, 27, 41, 53, 57, 62, 66, 71, 74, 75 and 78 of the License Agreement dated 29.11.2010, which reads as under:

“9. The licensee shall develop the ground handling business with the concerned airlines at the cost at Chennai

at Kolkata Airports respectively. The airlines concerned shall have the liberty to select any of the service provider authorized under the Regulation 2007 and or licensed by AAI for the Ground Handling Services. AAI will not be responsible in anyway whatsoever for development of the Ground Handling Business of the licensee and shall not entertain any claim for rebate on the quoted licence fee on this account.

23. The successful tendered will be required to obtain security clearance from the Appropriate Deptt. Of Central Govt and they will be given one month's time from the date of award/indent to get the security clearance, failing which award shall stand withdrawn. However, the management at its discretion considering the reasons submitted by the bidder, may extend the period beyond one month.

27. The licensee at its cost shall procure and maintain the ground handling equipments and the ground handling facilities and related operations to achieve the performance requirements as fixed by concerned Airlines and as per Good

Industry practices and AAI ground handling Regulations in force.

41. Licensee shall observe, perform and comply with all provisions and requirements of the Shops & Establishment Act, Factories Act, Industrial Disputes Act and all other applicable laws and any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government, Municipal Corporation and other authorities in respect of or relating to the said ground handling functions and business to be carried on by the License in or upon the airport premises.

53. Licensee shall have no objection to the Authority granting licence to any other agency person(s) for providing similar ground handling business at the Chennai & Kolkata Airports as mentioned in the agreement in terms of the Regulation 2007.

57. For any strike or lock out in any of the Airlines or for any other reason. If the business of the Licensee is affected the Authority shall not be liable for any loss, which the licensee may suffer. In such an event, the Licensee shall

not be entitled to any reduction in the royalty and or any other charges payable to the Authority under or as provided in this Agreement.

62. Licensee shall during the continuance of this Licence, Insure against any claims for workmen's compensation or otherwise of all persons employed by it in connection with its business to be carried on, as aforesaid, with such Insurance Company as the Authority shall approve of and shall produce, for inspection of the Authority, all policies in respect thereof and receipts for payment of premium.

66. If the Licensee shall desire to determine this Agreement, it shall give to the Authority 180 days clear notice, in writing of such desire and shall, upto the time of such determination pay the amounts due on account of the licence fee and royalty and other charges and perform and observe the covenants and conditions, herein contained and on the part of the Licensee to be paid, observed and performed. Immediately, on the expiration of such notice, this license shall cease and determine but, without prejudice

to the rights and remedies to which the Authority has become entitled in respect of any antecedent claim or breach of the covenant and conditions, herein contained, and, on the part of the License, to be paid, observed and performed.

71. On the termination of this Licence, the Authority shall be entitled to the possession of the airport premises, without any compensation or damages and the Licensee shall forthwith, remove the structures, equipments, installations, furnitures, fixtures and goods and materials, constructed or put up, and stored in the airport premises at its own cost and expenses and, on its, failure to do so, the Authority shall cause the same to be removed, at the cost of the Licensee, and if, within ten days of the demand, in writing by the Authority, the Licensee fails to pay such cost of removal, the Authority shall cause the same to be sold by public auction. Any amount, so recovered at the said auction, shall be adjusted towards any sum payable by the Licensee to the Authority, on any account whatsoever, and the balance shall be remitted to the Licensee, at its own cost, at its last known address. The Authority shall not be

liable for any loss or damage or any claim arising out of the said auction and all loss, damage or liability shall be to the account of and be borne by the Licensee. The Licensee shall not be entitled to raise any objection as to the termination of the licence on any account.

74. The licensee shall not terminate the licence before the expiry of the period of license except by giving 180 days notice in writing, otherwise the licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the authority may decide as due to it by the licensee.

75. This Licence can be terminated by the Authority by giving 180 days notice, in writing, at any time without assigning any reason. When this Agreement is so terminated, the Licensee shall remove all the structures equipments, installations, furnitures, fixtures and goods and materials, constructed or put up and stored in the airport premises, at its own cost, and peacefully give up and make over vacant possession of the said airport premises to the Authority, without claiming any compensation whatsoever,

provided that the Authority shall have the first option to purchase the said structures, installations, equipments etc., at a valuation to be mutually agreed to between the Authority and the Licensee and, in case of disagreement, to be determined by arbitration as provided for in this Agreement.

78. All disputes and differences, arising out of or, in any way, touching or concerning this Agreement (except those the decision whereof is otherwise hereinbefore expressly provided for or to which the Public premises (Eviction of Unauthorised Occupants) Act, 1971 and the rules framed hereunder which are now in force or which may hereafter come in to force, are applicable) shall be referred to the sole arbitration of a person, to be appointed by the Chairman of the Authority or, in case the designation of Chairman is changed or his office is abolished, by the person, for the time being entrusted, whether or not, in addition to other functions, with the functions of the Chairman, Airports Authority of India, by whatever designation such person may be called, and, if the Arbitrator, so appointed, is

unable to unwilling to act, to the sole arbitrations of some other person to be similarly appointed. It will be no objection to such appointment that the Arbitrator so appointed. It will be no objection to such appointment that the Arbitrator so appointed is a servant of the Authority, that he had to deal with the matters to which this Agreement relates and that in the course of his duties, as such servant of the Authority, he had expressed views on all or any of the matters in dispute or differences. The award of the arbitrator, so appointed shall be final and binding on the Parties. The Arbitrator may, with the consent of the parties, enlarge, from time to time, the time for making and publishing the award. The venue of the arbitration shall be at New Delhi."

28.A reading of the License Agreement makes it very clear that it is determinable one. Once it is determined in accordance with the contractual terms, it is always open to the parties to the Agreement to challenge the same as per the terms and conditions provided in the

Agreement. The contention of the learned Senior Counsel appearing for the petitioner that it is violative of Article 14 of the Constitution cannot be accepted for the reason that the petitioner's License Agreement by itself lapsed on 22.09.2020. Secondly, he has not chosen to challenge the termination notice given by the respondents as early as on 12.02.2018 which was periodically extended after termination of the License in terms of 2017 Regulations as well as 2018 Regulations. It was extended by communication dated 19.06.2018, 04.06.2019, 14.10.2019 and 17.03.2020. The petitioner could have chosen to challenge the termination then and there. Having failed to challenge the termination and having failed to submit his bid to participate in the tender process, the petitioner cannot complain of violation of equality. The petitioner at his option has not chosen to participate in the tender process and therefore, he cannot claim any equal treatment.

29. Equally, the petitioner is not entitled to complain of hardship caused to the passengers or Airlines. If at all the Airlines have any grievance over the deficiency in service provided by the second respondent, it is open

to them to raise litigations against the second respondent or the deficiency of the service provider. But, at any cost, the petitioner has no *locus* to complain about the violation of Regulation 3(4) of the 2018 Regulations in the writ petition filed in respect of grant of Airport Entry Passes and to continue its operations under the second respondent. Therefore, there is no *locus standi* to the petitioner to maintain the writ petition.

30. In so far as the ground of *malafide* is concerned, the petitioner does not make out any valid grounds. The Arbitration raised by the petitioner was dismissed by the Arbitrator. It does not have any connection to the enactment of 2018 Regulations. By the statutory force, the contract had been terminated and as per Regulation 7 of the 2018 Regulations, the petitioner becomes a non-entitled Agency and thereby, they are not entitled to continue beyond 31.10.2018, much less, beyond 30.06.2019. Even otherwise, the License Agreement by itself lapsed on 22.09.2020. It is true to state that when the State in its executive capacity acts arbitrarily even in contractual field, the writ petition is maintainable. But in the instant case, the writ

petitioner has no statutory rights as the License issued under the Regulations had lapsed by efflux of time and that he is not fighting with the strength of existing and enforceable License, but on an expired License. After the lapse of License period, the petitioner has no right to continue as a Licensee under the second respondent. Even assuming the public interest involved and the petitioner is entitled, to continue, as per their own prayer, it is till a regular Agency is appointed.

31.As submitted by the respondents, regular Ground Handling Agency has already been appointed on 12.01.2021 and the Letter of Indent of Award (LOIA) was also issued. In such circumstances, the writ petition by itself becomes infructuous. Therefore also, the petitioner is not entitled to the relief sought for by them as they have no *locus* as well as legal right to continue as a Licensee under the second respondent. Hence, I find no merits in the claim made by the petitioner and accordingly, the writ petition is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

32.At the time of pronouncing the order, the learned Senior

Counsel appearing for the petitioner submits that the petitioner is willing to remove their materials and seeks some time.

33.In response, the learned Additional Solicitor General of India appearing for the respondents has stated that permission will be granted to the petitioner to remove their materials from tomorrow onwards.

34.The statements made by either side are recorded.

35.Accordingly, the Airports Authority of India is directed to permit the petitioner to remove their materials from tomorrow onwards.

Index : Yes/No

Internet : Yes/No

Note : **Issue order copy on 16/06/2021**

TK

16 / 06 / 2021

सत्यमेव जयते

WEB COPY

To

- 1.The Secretary to Government
Government of India
Ministry of Civil Aviation
Rajiv Gandhi Bhawan
New Delhi – 110 003.
- 2.The Chairman
Airport Authority of India
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi – 110 003.
- 3.The Airport Director
Airport Authority of India
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Chennai – 600 027.
- 4.The Director General
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