

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4647 of 2020

M/s Flytimes Tour and Travels Pvt. Ltd. having its registered office at House of Sudarshan Singh, Raja Bazar, P.S.-Shashtri Nagar District-Patna, through its Director namely Mrs. Deepika Sah (Female) aged about 25 Years, Wife of Uttam Sah resident of Village-Kokrakhas, P.S.-Godda District-Godda, Jharkhand.

... .. Petitioner/s

Versus

1. The Airport Authority of India through its Director having Corporate Office at R.G. Bhawan, Safdar Jung Airport, New Delhi.
2. The Airport Director, Jai Prakash Narayan International Airport, Patna.
3. The Senior Manager (Commercial), Jai Prakash Narayan International Airport, Patna
4. The Junior Executive (Commercial), Jai Prakash Narayan International Airport, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Anuj Kumar, Advocate Mr. Ansul, Advocate
For the Respondent/s	:	Mr. Md. Jubair Ansari, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

3 11-10-2022 Petitioner has prayed for the following relief(s):-

A. A writ in the nature of CERTIORARI or any other appropriate writ/s, order/s set-aside or quashing

i. The letter bearing no. AAI/PAT/Comml./Toilet/223 dated 30.12.2019 whereby and where under the Airport Authority of India



(hereinafter referred as "AAI") informed the Petitioner of the termination of the contract dated 2nd July, 2019 under which the Petitioner was granted the licence for management, maintenance and upkeep of toilet facility at Patna Airport and has further directed the Petitioner to vacate the occupied space in 60 days of issue of the letter.

B. A writ in the nature of MANDAMUS or any other appropriate writ/s, order/s directing and commanding the Respondent Authorities:-

- i. To hold that the impugned letter dated 30.12.2019 is violative of the terms of the contract and is per se unmaintainable.
- ii. To hold that the agreement dated 2nd July, 2019 is valid.
- iii. To hold that the abrupt termination of the agreement would not only damage the image of the Petitioner in the market but would also result in massive economical loss to them.



- iv. To direct the Respondent Authorities to give priority to the Petitioner in case a fresh tender is floated inviting desirous bidders for management maintenance and upkeep of toilet, which is being built at a new place in the airport premises.
- C. To any other relief/s to which the petitioner is found entitled to.

Learned counsel for the petitioner states that with the passage of time, the present petition has become infructuous. As such, he seeks permission to withdraw the present with liberty to pursue the remedy before appropriate authority for claiming the compensation, if any, in accordance with law.

Permission granted.

As such, the present petition stands dismissed as withdrawn with aforementioned liberty to the petitioner.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

Amrendra/-

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