

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4664 of 2020

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M/s Pappu Kumar through Pappu Kumar (Male), aged about 49 years, Son of Shri Ramchandra Singh, Resident of Village-Walipur, Pipariya, P.S.-Pipariya, District-Lakhisarai. A Proprietorship Firm having its head Office at R.N. Agrawal Road, P.S.-Bhagalpur Kotwali, District-Bhagalpur.

... .. Petitioner/s

Versus

1. The Chairman, Airport Authority of India Corporate Office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003, New Delhi.
2. The Airport Director, Airport Authority of India, Jaiprakash Narayan International Airport, Patna Bihar-Cum-Chairman, Dispute Resolution Committee.
3. Shailendra Kumar Singh, Senior Manager, Commercial Jaiprakash Narayan International Airport, Patna Bihar.
4. The Commandant, Central Industrial Security Force, Airport Security Unit (APSU), JPNI Airport, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ansul, Advocate
		Mr. Uma Shankar Sharma, Advocate
For the Respondent/s	:	Mr. Md. Jubair Ansari, Advocate

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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 on any other appropriate Writ Order/s direction quashing the letter dated 18.02.2020 has contained in letter No. AAI/Pat/COMML/F&B/242 issued under the seal and signature of Shailendra Kumar Singh,



Sr. Manager (Commercial) directing the Commandant (CISF) not to allow sale except Tea, Coffee and water bottle from the low cost counter of M/sPappu Kumar in security hold area of JPANI Airport. **(Annexure-3)**

B) A Writ in the nature of mandamus or any other appropriate writ Order/s Direction commanding the respondent

i. not to interrupt the sale of snacks by the petitioner as the License agreement dated 09.10.2017 entered into between the Airport Director, JPANI Airport and the Petitioner provides for sale of snacks.

ii. To hold that the license agreement between parties would prevail upon the notice inviting tender which incorporate the general terms and conditions for the sale of food and beverages whereas the licence agreement is the terms mutually agreed by the parties to the contract.

iii. Not to interrupt the function of the business of the petitioner



C) To any other relief/s to which the
petitioner is found in 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 petition.

Permission granted.

As such, the present petition stands dismissed as
withdrawn.

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

(Sanjay Karol, CJ)

(Partha Sarthy, J)

Amrendra/-

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