



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

Date of decision: 04th OCTOBER, 2023

IN THE MATTER OF:

+ **W.P.(C) 10690/2023 & CM APPL. 41454/2023**

DAKSHINII DELHI DHARMIK RAMLILA SAMITI
(REGD.)THROUGH ITS PRESIDENT Petitioner

Through: Mr. Samrat Nigam, Mr. Sanjeev
Bhandari, Mr. Sumant De, Mr. Kunal
Mittal, Advs.

versus

SPORTS AUTHORITY OF INDIA (SAI) & ORS. Respondents

Through: Mr. Bhupendra Pratap Singh, Mr.
Nakul Nirwan, Advs. for R-1, 2, 3
Mr. Rakesh K. Khanna, Sr. Advocate
with Mr. Vikram Singh, Mr. Deepak
Sharma, Mr. Aditya Pushbal Kahnna,
Mr Aditya Arhiya, Advs. for R-4

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. Petitioner has approached this Court for a direction to the Respondents to book the venue, being Open Space near Gate No. 2 Parking Area, Jawahar Lal Nehru Stadium, Lodhi Road, New Delhi (*hereinafter referred to as 'the venue in question'*), in favour of the Petitioner herein for a period of 22 days from 05.10.2023 to 27.10.2023 at the prevalent and applicable tariffs as mentioned on the website of the Respondent No.1. The Petitioner also prays for setting aside the booking confirmed by Respondent No.4 herein which, according to the Petitioner, is contrary to the procedure laid down by Respondents No.1, 2 & 3 for booking of the venue in question.



2. It is stated that the Petitioner is a Society registered under the Societies Registration Act, 1860 to organise the *Ramlila* and *Dussehra Mela* celebrations in the area of South Delhi. It is stated that the Petitioner started organizing the event of *Ramlila* and *Dussehra Mela* and has been holding the events at the venue in question since 2000. It is stated that in 2007, the *Ramlila* organized by the Petitioner at the venue in question won the competition organized by the Navbharat Times newspaper for the Best *Ramlila* in South Delhi for the year 2007. It is stated that since 2000, only on three occasions, i.e. in the year 2010-2012 and in 2017, the Petitioner could not organize the event at the venue in question owing to the Commonwealth Games in the year 2012 and the Under-17 FIFA World Cup in 2017. It is stated that the Petitioner has been organizing Ramlila year after year at the venue in question. It is stated that the Petitioner sent a letter dated 05.01.2023 and e-mail dated 09.01.2023 to the Respondents No.1, 2 & 3 for booking the venue for conducting the *Ramlila* and *Dussehra Mela* Celebration the year 2023 from 05.10.2023 to 27.10.2023. It is stated that *vide* letter dated 13.02.2023 the Petitioner was informed by Respondent No.2 that the venue in question can be booked through online portal 120 days prior to the date of the event. It is stated that when the Petitioner tried to book the venue in question through the online portal 120 days prior to 05.10.2023, they were shocked to know that the venue in question had already been booked for a period of 43 days from 18.09.2023 to 30.10.2023 by Respondent No.4. It is stated that when the Petitioner approached Respondent No.2, the Petitioner was apprised that the venue in question had been provisionally reserved in favour of Respondent No.4 herein for a duration of 43 days, i.e. from 18.09.2023 to 30.10.2023 at a nominal amount



of Rs.11,800/- against the actual rental charges of Rs.2,25,000/- plus GST for a single day. It is stated that the Petitioner gave a representation to the Respondents *vide* letter dated 16.06.2023 pointing out the arbitrariness in exercise of provisional booking in favour of Respondent No.4. It is also stated that in the said letter, the Petitioner requested and undertook to book the venue in question for 22 days at the prevalent and applicable tariffs. It is stated that when no reply was received by the Petitioner, they once again approached Respondent No.2 on 08.08.2023 and they were informed by the Respondent No.2 that the provisional booking has been confirmed in favour of Respondent No.4 for a period of 23 days, i.e. from 05.10.2023 to 28.10.2023, which are exact dates for which the Petitioner had sought the booking of the venue in question.

3. Aggrieved by the above-said action, the Petitioner herein has approached this Court by filing the instant Writ Petition challenging the same.

4. Notice in the instant Writ Petition was issued on 14.08.2023. Counter affidavit has been filed.

5. In the Counter Affidavit filed by Respondents No.1, 2 and 3, it is stated that Respondent No.4 had booked the venue in question on 19.06.2023 for a period from 26.09.2023 to 30.10.2023 on payment of the processing fee of Rs.10,000/- plus GST of Rs.1,800/-. It is stated that after booking the venue in question, Respondent No.4 made a request to the Minister of Youth Affairs and Sports, New Delhi, for finalizing the booking at a discounted rate of Rs.1,50,000/- for the entire period plus the applicable GST @ 18% plus the Security Money of Rs.2,25,000/-. It is stated that the file was put before the Chairman, Governing Body Committee of the



Respondent No.1 for confirmation of the booking at the discounted price. It is further stated that the Chairman, Governing Body Committee, after taking into account Article 34(a) of the Memorandum of Association of Sports Authority of India, confirmed the booking of Respondent No.4 at the discounted rate of Rs.1,50,000/- for the entire period from 05.10.2023 to 28.10.2023. It is further stated in the Counter Affidavit that the charges of the venue in question could be discounted at the discretion of the Governing Body and the Petitioner herein had also been a recipient of the benefit of discounted rates in the year 2021.

6. The undisputed facts of the case are that the venue in question can be booked through the online portal 120 days prior to the actual date of the event. The Petitioner herein wanted to book the venue in question for a period of 22 days from 05.10.2023 to 27.10.2023 for which they approached the Respondents and were informed that the venue in question has already been booked. Respondent No.4 booked the venue in question provisionally for a period of 43 days, i.e. from 26.09.2023 to 30.10.2023 by paying a sum of Rs.10,000/- plus GST @ 18% but later on Respondent No.4 changed the booking dates from 26.09.2023 - 30.10.2023 to 05.10.2023 - 28.10.2023.

7. It is the understanding of this Court that the procedure to book the venue in question is only through the online portal of Respondent No.3. Any person who intends to book the venue can do so by logging into the portal 120 days prior to the actual date of the event. Respondent No.4 booked the venue in question on 19.06.2023 for a period from 26.09.2023 - 30.10.2023 when in reality it needed the venue only from 05.10.2023 - 28.10.2023. No person can be allowed to violate the procedure of booking the venue by



showing that they require the venue for a longer duration and later on turn around and change the dates. This practice is unfair and cannot be permitted.

8. In the facts of the present case, it is apparent that there are two Committees who want the venue in question for organising the *Ramlila* and *Dussehra Mela*. This Court can take judicial notice of the fact that the conduct of *Ramlila* and *Dussehra Mela* have become commercial and very lucrative inasmuch as the *Ramlila* and *Dussehra Mela* attracts a number of people. A number of stalls and rides are booked by the vendors for which the *Ramlila* Committees charge fees.

9. Respondent No.4 has stealthily booked the venue in question at first by advancing the date of booking the venue to 43 days so that no other Committee can book the venue and has then shortened the duration of booking to 23 days. It appears to this Court that Respondents No.1, 2 & 3 have actually aided the Respondent No.4 in ensuring that the Petitioner is deprived of the venue in question. The procedure adopted by Respondent No.4 for booking the venue, to which Respondents No.1, 2 & 3 are a party, is unfair, and Respondents No.1, 2 and 3 ought not have been a party to this unfair and arbitrary procedure.

10. Undoubtedly, Respondent No.1 is empowered under Clause 34(a) of the Memorandum of Association of the Sports Authority of India to handle all the administrative and financial powers of the Society, including those vested in or conferred on it in respect of expenditure. By exercising that power, Respondent No.1 has permitted Respondent No.4 to book the venue in question at a discounted price.

11. As stated above, since the activities during the festive period of *Ramlila* and *Dussehra Mela* are no longer merely social but has assumed a



commercial colour, this Court is of the opinion that Respondent No.4 should pay the entire amount of Rs.2,25,000/- plus GST @ 18% for each day for the duration for which the venue in question has been booked by it. Permitting Respondent No.4 to first book the venue on 19.06.2023 for a period of 43 days from 26.09.2023 - 30.10.2023 and then curtailing the booking period to only 23 days, i.e. from 05.10.2023 - 28.10.2023, is detrimental to other similarly situated persons. Further, the granting of discount to Respondent No.4 by exercising its powers under Clause 34(a) of the Memorandum of Association of the Sports Authority of India would be squarely hit by Article 14 of the Constitution of India.

12. It is well settled that instrumentalities of State have to act within the four corners of Article 14 of the Constitution of India. It is also equally well settled that equality is a dynamic concept with many aspects and dimensions, and it cannot be imprisoned within traditional and doctrinaire limits. Article 14 strikes at arbitrariness in State action and ensures fairness and equality of treatment. The principle of reasonableness is an essential element of equality. The procedure adopted by the State and its instrumentalities must answer to the test of reasonableness in order to be in conformity with Article 14. It must be "right, just and fair" and not arbitrary, fanciful or oppressive; otherwise, it would be no procedure at all.

13. In Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489, the Apex Court has held as under:

"20. Now, obviously where a corporation is an instrumentality or agency of Government, it would, in the exercise of its power or discretion, be subject to the same constitutional or public law limitations as Government. The rule inhibiting arbitrary action by Government which we have discussed above must



apply equally where such corporation is dealing with the public, whether by way of giving jobs or entering into contracts or otherwise, and it cannot act arbitrarily and enter into relationship with any person it likes at its sweet will, but its action must be in conformity with some principle which meets the test of reason and relevance.

21. This rule also flows directly from the doctrine of equality embodied in Article 14. It is now well-settled as a result of the decisions of this Court in E.P. Royappa v. State of Tamil Nadu [(1974) 4 SCC 3 : (1974) 2 SCR 348] and Maneka Gandhi v. Union of India [(1978) 1 SCC 248] that Article 14 strikes at arbitrariness in State action and ensures fairness and equality of treatment. It requires that State action must not be arbitrary but must be based on some rational and relevant principle which is non-discriminatory: it must not be guided by any extraneous or irrelevant considerations, because that would be denial of equality. The principle of reasonableness and rationality which is legally as well as philosophically an essential element of equality or non-arbitrariness is projected by Article 14 and it must characterise every State action, whether it be under authority of law or in exercise of executive power without making of law. The State cannot, therefore, act arbitrarily in entering into relationship, contractual or otherwise with a third party, but its action must conform to some standard or norm which is rational and non-discriminatory. This principle was recognised and applied by a Bench of this Court presided over by Ray, C.J., in Erusian Equipment and Chemicals Ltd. v. State of West Bengal where the learned Chief Justice pointed out that

“the State can carry on executive function by making a law or without making a law. The exercise of such powers and functions in trade by



the State is subject to Part III of the Constitution. Article 14 speaks of equality before the law and equal protection of the laws. Equality of opportunity should apply to matters of public contracts. The State has the right to trade. The State has there the duty to observe equality. An ordinary individual can choose not to deal with any person. The Government cannot choose to exclude persons by discrimination. The order of blacklisting has the effect of depriving a person of equality of opportunity in the matter of public contract. A person who is on the approved list is unable to enter into advantageous relations with the Government because of the order of blacklisting A citizen has a right to claim equal treatment to enter into a contract which may be proper, necessary and essential to his lawful calling It is true that neither the petitioner nor the respondent has any right to enter into a contract but they are entitled to equal treatment with others who offer tender or quotations for the purchase of the goods”.

It must, therefore follow as a necessary corollary from the principle of equality enshrined in Article 14 that though the State is entitled to refuse to enter into relationship with any one, yet if it does so, it cannot arbitrarily choose any person it likes for entering into such relationship and discriminate between persons similarly circumstanced, but it must act in conformity with some standard or principle which meets the test of reasonableness and non-discrimination and any departure from such standard or principle would be invalid unless it can be supported or justified on some rational and non discriminatory ground."

(emphasis supplied)



14. It has been held by the Apex Court time and again that the basic requirement of Article 14 of the Constitution of India is that any action of the State must be non-arbitrary in essence and substance. It is the heartbeat of fair play and State actions are amenable to judicial review to the extent that the State must act validly for a discernible reason and not whimsically. The Apex Court in Vice Chairman & Managing Director, City and Industrial Development Corporation of Maharashtra Ltd. and Another v. Shishir Realty Private Limited and Others, 2021 SCC OnLine SC 1141 has observed as under:-

"74. The constitutional guarantee against arbitrariness as provided under Article 14, demands the State to act in a fair and reasonable manner unless public interest demands otherwise. However, the degree of compromise of any private legitimate interest must correspond proportionately to the public interest, so claimed.

75. At this juncture, it is pertinent to remember that, by merely using grounds of public interest or loss to the treasury, the successor public authority cannot undo the work undertaken by the previous authority. Such a claim must be proven using material facts, evidence and figures. If it were otherwise, then there will remain no sanctity in the words and undertaking of the Government." (emphasis supplied)

15. Respondent No.4 has abused the procedure by first booking the venue in question for 43 days, i.e. from 26.09.2023 - 30.10.2023, and then has altered the booking period to only 23 days, i.e. from 05.10.2023 - 28.10.2023, with the ulterior motive of ensuring that no other Committee can book the venue for that period. Unfortunately, the State has factually approved the procedure and been complicit in this unfair practice. Further, to



make the matters worse, it has granted concession to the Respondent No.4 for booking the venue in question.

16. This Court cannot be a silent onlooker. Though the prayer made by the Petitioner cannot be accepted because Respondent No.4 has booked the venue by following the procedure, i.e. booking the venue 120 days prior to its original date of booking, i.e. 26.09.2023 - 30.10.2023, however, it is not expected from Respondent No.1 that they can let anyone abuse the procedure established for smooth functioning of the Authority by permitting the Respondent No.4 to alter their dates of booking from 43 days to 23 days and that too at a discounted rate. The fact that Petitioner herein has also been allotted the venue in question at a discounted rate in 2021 is of no consequence here for the reason that now two *Ramlila* Committees are vying for the venue in question for organising *Ramlila* and *Dussehra Mela* which have now become commercial ventures and the State need not be deprived of its fees. The act of Respondent No.4 in booking the venue in advance for 43 days when it actually required the same only for 23 days is unfair. Accordingly, Respondents No.1, 2 & 3 are directed not to provide any discount to the Respondent No.4 and recover the full booking amount of Rs.2,25,000/- per day plus GST @ 18% plus Security Amount, as prescribed, from Respondent No.4.

17. This Court is aware of the fact that it has gone beyond the prayer in the Writ Petition, however, in order to prevent the abuse of the established procedure by the Respondent No.4 and also keeping the fact in mind that Respondents No.1, 2 & 3 have been a party to this abuse, this Court has passed the abovementioned directions.



18. With these observations, the Writ Petition is disposed of. Pending applications, if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

OCTOBER 04, 2023

Rahul