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CMP.No.13229/2023 in WA.No.2021/2019

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in WA.No.2021/2019

S.S.SUNDAR, J.

AND

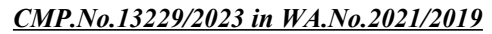
C.V.KARTHIKEYAN, J.,

[Order of the Court was made by S.S.SUNDAR, J.,]

(1)The above Civil Miscellaneous Petition is filed to clarify the judgment dated 05.07.2019 made in WA.No.2021/2019, in particular, paragraphs No.5 and 7 of the said judgment.

(2)The following facts are not in dispute:

(3)The appellant in WA.No.2021/2019 filed a writ petition in WP.No.15142/2019 seeking for issuance of a certiorarified mandamus to quash the impugned communication dated 22.05.2019 and consequently, to direct the 2<sup>nd</sup> respondent therein, namely, the Airport Director, Airports Authority of India [AAI] to extend the appellant's / petitioner's license granted pursuant to the License Agreement dated 16.04.2007.



(5) Though at that time, the 2<sup>nd</sup> respondent / AAI in the writ appeal thought of awarding contract by tender and the tender process had commenced, in view of the request made by AAI, this Court also observed that the AAI / petitioners herein to go ahead with the tender process and finalize the same on or before 31.07.2019 and that the appellant / respondent herein / writ petitioner should stop their operation from the date on which the contract is awarded in favour of the third party.



(6) Now, the learned counsel appearing for the petitioners / AAI states that the Airports Authority of India had taken a policy decision, not to award contract any more. However, in view of the nature of direction issued by this Court in paragraphs No.5 and 7 of the judgment dated 05.07.2019, AAI has realised some difficulty and apprehends that the decision now taken, may sometimes, be viewed as one to go against the spirit of the order of this Court.

(7) On the other hand, the learned counsel appearing for the respondent / appellant submitted that it is not correct to state that AAI has taken a policy decision to do away with the licensing process by awarding tender any more. They have only taken a decision to award tender by altering the terms and conditions.

(8) This may or may not be true. The writ appeal was disposed of by this Court only on the basis of the undertaking given by the appellants in the appeal, and now, they cannot take advantage of the delay on the part of AAI in finalizing the tender. At this juncture, the learned counsel for the respondent / appellant submitted that the delay was on account of the fact



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that the tender was floated with conditions which are onerous and the Board had pointed out this lacuna and AAI has also acknowledged the fact that the tender could not be finalized since there was no takers. This has nothing to do with the discretion or authority of AAI to take a policy decision and this Court will not go into the justification or the genuineness of such policy decision. Either AAI wants to continue licensing by awarding contract through tender process or to do away with licensing, that is not a matter in which the writ petitioner / appellant can have any say.

(9) This Court is fully convinced that AAI has absolute control over the affairs and it is competent to take a decision on their own, whether to lease or grant license in favour of an individual for doing any business. The appellant has given a solemn undertaking to hand over possession of the premises on the understanding that the contract would be awarded in 2019 or 2020. Hence, it was only in that context, as on the date when the writ appeal was disposed, there was an observation by this Court that the tender process commenced by AAI should be finalized before 31.07.2019



and the writ petitioner / appellant who had already given an undertaking to hand over peaceful possession of the premises in question, was permitted to operate till a new contract is awarded in favour of a third party.

(10)The judgment does not gives any right to the writ petitioner / appellant in the writ appeal to continue forever even if tender is not finalised. Therefore, this Court now clarifies the judgment dated 05.07.2019, by modifying paragraphs No.5 and 7 in the following lines:-

*"5.Accordingly, it is open to the Airports Authority of India, either to float the tender for granting license to operate general / Maxi Cab Rental Service at Chennai Airport or to stop such license being issued to private operators by floating tender or by any other means.*

....

*7.In view of the undertaking of the appellant quoted above, they will vacate and hand over the peaceful possession of the premises in question within a period of one month from this date and stop their operation."*



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(11)The judgment dated 05.07.2019 is **clarified accordingly**. It is made clear that the appellant shall vacate and handover the peaceful possession within one month from this date.

[S.S.S.R., J] [C.V.K, J]  
15.02.2024

AP  
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