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

+ **W.P.(C) 1287/2023 & CM APPL. 4892/2023**

SHRI. SATBIR RANA

.....Petitioner

Through: Mr. Gyanendra Kumar, Advocate
with Ms. Rajul Jain, Mr. Udai Bhan
Singh Sehrawat and Ms. Rhea Verma
Advocates.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA & ORS.

.....Respondents

Through: Ms. Qurratulain, Advocate for
Respondent No. 1 /NHAI.
Mr. Kunal Kalra, Advocate for
Respondent No.3.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

25.07.2024

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1. The present petition impugns show cause notice dated 4th January, 2023 and reminder letter dated 16th January, 2023¹, issued by Respondent No. 1, NHAI, to Respondent No. 3, IOCL, calling upon them to provide their response as to why the ingress and egress of the IOCL Retail Outlet of the Petitioner at Ch.20.600 (RHS) of NH-8 at Village Rangpuri ought not to be closed, along with termination of the License Agreement for the Use of

¹ Collectively, "Impugned Communications"



National Highway Land dated 19th January, 2009². This Court, through order dated 1st February, 2023, passed an interim order staying the proceedings in respect of the Impugned Communications.

2. At this stage, when the matter has been taken up for final hearing, it has been pointed out by Ms. Qurratulain, counsel for NHAI, that the License Agreement issued to Respondent No. 3, in respect of which the Impugned Communications were issued, has lapsed due to efflux of time. In terms of Clause 4 (xvi) of the License Agreement, the same was to remain in force for a period of 15 years, which has expired on 19th January, 2024.

3. In response, Mr. Gyanendra Kumar, counsel for Petitioner, submits that the Petitioner has since applied for renewal of the aforementioned license, which should come as a matter of course. In such circumstances, he states that the Petitioner would be satisfied if the Respondents were to consider their renewal request independently of the grounds urged in the Impugned Communications, as the same are the subject matter of the challenge in the present petition. Ms. Qurratulain states on instructions that since the Petitioner has applied for renewal, their request shall be considered on its own merits, uninfluenced by the grounds urged in the Impugned Communications.

4. In light of the above, since the subject matter of the present petition pertained to the Impugned Communications, in the opinion of the Court, the Petitioner's challenge thereto does not survive in view of the fact that the License Agreement itself has expired due to the efflux of time. Thus, the Court is inclined to dispose of the present petition, particularly as the Petitioner's grievance that the grounds urged in the Impugned

² "License Agreement"



Communications would impact their renewal request has been sufficiently taken care of in light of the aforementioned statement made by Ms. Qurratulain on behalf of the NHAJ.

5. Accordingly, the following directions are issued:

5.1. NHAJ shall consider the Petitioner's request for renewal of the license agreement uninfluenced by any of the observations or grounds urged in the impugned show cause notice dated 4th January, 2023 and reminder letter dated 16th January, 2023.

5.2. In case the Petitioner's request is declined, the Petitioner shall be permitted to avail all remedies as available in law.

5.3. Till such time that the Respondents take a decision on the Petitioner's renewal request, the *status quo* order dated 1st February, 2023, shall continue to remain in force.

6. With the above directions, the present petition, along with pending application(s), is disposed of.

SANJEEV NARULA, J

JULY 25, 2024

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