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

+ W.P.(C) 2709/2024 and CM APPL.11039/2024 (Stay)

M/S TIM DELHI AIRPORT ADVERTISING PVT LTD

..... Petitioner

Through: Mr. Rajiv Nayar, Sr. Adv. alongwith
Mr. Raunak Dhillon, Ms. Isha Malik,
Mr. Nihaad Dewan and Ms. Dakshita
Chopra, Advs.

versus

MUNICIPAL CORPORATION OF DELHI Respondent

Through: Mr. Sanjay Poddar, Sr. Adv. along
with Mr. Anubhav Gupta, ASC
(MCD), Mr. Govind Kumar, Mr.
Sidhant Poddar and Mr. Saksham
Kaushik, Advs. and Mr. Amit Kumar,
Asst. Comm. (MCD) and Mr.
Subhash Lakra, SO, MCD.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

20.03.2024

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1. Respective counsel for the parties jointly submit that an agreement has been arrived at between the parties to resolve the controversy which is the subject matter of the present petition in the following terms:

(i) *TIMDAA is agreeable to pay to MCD, 50% of DIAL's share of revenue earned through advertisements at the outdoor media sites within the purview MCD at the Delhi International Airport, without any objection and reservation.*

(ii) *Insofar as MCD's claim demanding 50% of DIAL's earnings of proportionate dividend as a shareholder of TIMDAA is concerned,*



TIMDAA/DIAL is agreeable to pay to MCD such proportionate dividend, upon payment of the same to DIAL, subject to outcome of the writ petition that TIMDAA intends to file to challenge such demand. In the event such challenge is decided in favour of TIMDAA, then the proportionate dividend paid to MCD shall be adjusted from future revenue/fee that is payable to MCD, without any objection by MCD.

(iii) The proposed MOU would be subject to the final approval given by the Corporation, through Standing Committee.

(iv) The parties agree to finalize the MOU containing the said terms and upon execution thereof, the same would be governed by the order dated 30.11.2023 in W.P.(C) 15321/2023, titled as Noida Toll Bridge Co. Ltd. vs. MCD.

2. In the circumstances, in view of the above, learned senior counsel for the petitioner does not wish to press the present petition and the same is accordingly, dismissed as withdrawn.

3. Needless to say, the petitioner would be at liberty to take recourse to appropriate proceedings as envisaged in the above settlement/ agreement arrived at between the parties.

4. It is made clear that this court has neither examined nor expressed any opinion as regards the validity/ veracity of the above settlement / understanding arrived at between the parties.

5. Accordingly, the present petition, along with pending applications stands disposed of

SACHIN DATTA, J

MARCH 20, 2024/cl