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

+ **W.P.(C) 5662/2020 & CM APPL. 20497/2020**

JAGTAR SINGH

.....Petitioner

Through: Mr. Arun Batta, Ms. Indira Marla and
Mr. Abdul Vahid, Advocates

versus

**DELHI TRANSPORT INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.**

.....Respondent

Through: Mr. Udit Malik, Additional Standing
Counsel for GNCTD with Mr. Vishal
Chanda, Advocate

CORAM:

HON'BLE DR. JUSTICE SUDHIR KUMAR JAIN

ORDER

21.08.2024

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1. The present petition is filed under Article 226 of the Constitution for restraining the respondent from recovering the license fee as demanded vide notice bearing F. no. DTIDC/2018-19/January/1074/321 and letter dated 28.07.2020 bearing F.no. DTIDC/2019-20/SKK/1120/429 and from restraining the respondent from taking any coercive action against the petitioner.

2. The counsel for the petitioner stated that the petitioner was awarded the licensing contract of ISBT, Sarai Kale Khan in the NIT No. DTIDC/2017-2018/ISBT-SKK/862 for a monthly license fee of Rs.1,02,000/- (plus GST and TCS) and the petitioner, since the inception of the contract, was following the terms and conditions of the contract and was making regular payments of the monthly license fee to the respondent. The



petitioner had deposited the monthly license fee to the respondent till March, 2020. However, India was hit by the COVID-19 pandemic in the last week of January, 2020 and the business of the petitioner is stated to have been adversely affected since February, 2020 and it had aggravated in the month of March, 2020.

3. The State of Delhi, since 20.03.2020, due to the prevailing pandemic caused by COVID-19, came to complete halt with the announcement of complete lockdown of the country w.e.f. 25.03.2020 and 22.03.2020 in Delhi. The petitioner, due to this unprecedented situation caused by COVID-19, was unable to pay the license fee w.e.f. April, 2020 and ultimately, he surrendered the license in May, 2020.

4. The respondent vide the impugned order dated 28.07.2020, after citing the condition no. 22 of the NIT i.e. forfeiture of the security deposit and termination of the license for non-payment of the license fee and other charges for a continuous period of 02 months, directed the petitioner to deposit the monthly license fee within 07 days for the months of April and May, 2020.

5. Mr. Udit Malik, Additional Standing Counsel for GNCTD stated that the petitioner has initiated arbitration proceedings against the respondent and due to this reason, the payment of license fee for the months of April and May, 2020 could not be waived off in respect of the petitioner. However, the counsel for the petitioner stated that the petitioner has not initiated any arbitration proceedings.

6. It is not disputed that due to an unprecedented situation caused by the COVID-19 pandemic, there was a complete lockdown in the country since 25.03.2020 and in Delhi with effect from 22.03.2020. In this situation, it was



not possible for the petitioner to carry on his business of parking at the allotted site. The petitioner was not in a position to pay the license fee to the respondent for the months of April and May, 2020. Due to the unprecedented condition as mentioned hereinabove, the respondent is not entitled to recover the license fee for the months of April and May, 2020. Accordingly, the demand of the respondent for the months of April and May, 2020 regarding the license fee in terms of the licensing contract of ISBT, Sarai Kale Khan in the NIT No. DTIDC/2017-2018/ISBT-SKK/862 is accordingly set aside/waived off. The respondent is also directed to release the security amount to the petitioner.

7. The present petition, along with pending application is disposed of.

DR. SUDHIR KUMAR JAIN, J

AUGUST 21, 2024

Sk/am