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

+ **W.P.(C) 10619/2024, CM APPL. 43647/2024**

NASIB SINGH

.....Petitioner

Through: Mr. Aditya, Mr. Dipak Raj,
Mr. Bibhuti Bhushan Mishra,
Mr. Kailash Kr. Jha and
Mr. Ayushman, Advocates.

versus

NATIONAL DAIRY DEVELOPMENT BOARD AND ORS

.....Respondents

Through: Mr. Abhijeet Sinha, Mr. Sarthak
Gaurav and Ms. Rimmi Bhardwaj,
Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

01.08.2024

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1. The Petitioner, Mr. Nasib Singh, submits that the Mother Dairy Booth No. 693 situated at D-Block, Near Police Station, Mangolpuri, North West, Delhi – 110083¹, was allotted to him in the capacity of a concessionaire on 10th July, 2020. He further asserts that the said booth was allotted for an initial period of years, and his license has been periodically extended from time to time.

2. By way of the instant petition, the Petitioner alleges that the concerned Area In-charge has, unilaterally and arbitrarily, asked the Petitioner to vacate the charge of the Booth No. 693. According to the

¹ "Booth No. 693"



Petitioner, there has been no formal communication of this abrupt decision, and no reasons have been cited for the same. In such circumstances, he contends that since he was not given an opportunity to present his case, there has been a violation of the principles of natural justice, and therefore, the Respondents cannot not be permitted to unlawfully direct the Petitioner to leave the charge of the Booth No. 693.

3. At the outset, the counsel for the Respondent strongly contests the averments made in the instant petition. He draws attention to the Concessionaire Agreement dated 21st July, 2022², copy whereof has been handed over across the board and is taken on record. As per the terms of the Agreement, Booth No. 693 was granted to the Petitioner on a license basis for a period of two years and the term has expired on 20th July, 2024. The relevant provision in this regard is reproduced below:

“1. TERM OF AGREEMENT

1.1. *This agreement shall be valid for the period of 2 YEARS effective from 2022 to 2024. This agreement shall automatically come to an end immediately on the expiry of the said period unless terminated earlier as per the provisions of this Agreement.”*

4. The aforementioned provision categorically stipulates that the Agreement shall automatically come to an end on expiry of the said term, unless terminated earlier. In light of the above, in the opinion of the Court, once the term expired, the Respondents are not required to give any prior notice before calling upon the Petitioner to handover the charge of the Booth No.693. The Court does not find any basis to exercise its writ jurisdiction to compel the Respondents to extend the term of the Agreement, and therefore is of the opinion that the present petition cannot be entertained.

² “the Agreement”



5. At this juncture, the counsel for Petitioner informs the Court that the Petitioner has made a representation dated 30th July, 2024 seeking renewal of the license, and requests that the Respondent be directed to consider the same. Accordingly, the Respondents are directed to decide the said representation expeditiously. However, it is made clear that this direction for rendering a decision on the Petitioner's representation does not amount an opinion of the Court that the Petitioner is entitled to continue his charge of the Booth No. 693 beyond the term of the Agreement, which has already expired.

6. With the aforesaid, the instant petition is dismissed along with pending application.

SANJEEV NARULA, J

AUGUST 1, 2024

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