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

+ **W.P.(C) 13372/2024 & CM APPL. 55838/2024**

MUKESH SINGH

.....Petitioner

Through: Mr. Aman Jha, Mr. Rishi Tutu and
Mr. Himanshu Pathak, Advocates.

versus

GOVERNMENT OF NCT OF DELHI & ANR.Respondents

Through: Ms. Harshita Nathrani, Advocate for
GNCTD.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

16.10.2024

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1. Through this writ petition, the Petitioner, a person with a 90% disability in his right lower limb, seeks to challenge the Termination Letter dated 10th September, 2024¹, issued by Respondent No. 2 – Delhi Transport Infrastructure Development Corporation Limited². The impugned letter, which revokes the Petitioner's kiosk license, is assailed on grounds of arbitrariness. The Petitioner raises serious concerns about the fairness of the decision, questioning its compliance with legal provisions, particularly in the context of his physical disability and the potential adverse impact on his livelihood.

2. At the outset, it is pertinent to note that the Counter Affidavit on behalf of the Respondents has been handed over across the board and is

¹ "Impugned termination letter"

² "DTIDC"



hereby taken on record. Counsel for the Respondents is further directed to ensure that the said affidavit is duly e-filed and placed on the record of this Court in accordance with the procedural requirements

3. The facts of the case are summarised as follows:

3.1. On 7th March, 2024, Respondent No. 2 – DTIDC issued a Notice Inviting Tender³ bearing No. DTIDC/AC/2023-24/94 for the licensing of a kiosk for commercial utilization at Platform-C (Bus Bay No. 109) at the Swami Vivekanand Inter State Bus Terminal⁴, Anand Vihar, Delhi. The NIT explicitly stated that the subject kiosk was reserved for Persons with Disabilities, underlining its purpose to provide livelihood opportunities for marginalized individuals. The Petitioner, being a person with 90% disability in his right lower limb, submitted a bid in response to the NIT.

3.2. Following the bidding process, the Petitioner's bid was accepted. Consequently, on 12th August, 2024, Respondent No. 2 issued a Letter of Allotment in favour of the Petitioner, formally awarding him the license for the kiosk for a term of one year. The Letter of Allotment directed the Petitioner to pay an Advance License Fee and other necessary charges to secure the license.

3.3. In compliance with the conditions set forth in the NIT and the Allotment Letter, the Petitioner, by way of a letter dated 16th August, 2024, provided Respondent No. 2 with a Fixed Deposit Receipt in lieu of the required license fee, along with a demand draft for INR 32,965/-. Upon fulfilling the financial and procedural requirements, the Petitioner was officially granted the license to operate the kiosk. On 4th September, 2024,

³ "NIT"

⁴ "ISBT"



the Estate Manager of Respondent No. 2 issued a formal communication directing the Petitioner to take possession of the allotted kiosk. Encouraged by the successful grant of the license, the Petitioner made an investment of INR 3 Lakhs to set up the kiosk, demonstrating his commitment to the business.

3.4. Subsequently, on 9th September, 2024, the Petitioner took possession of the subject kiosk, as evidenced by the handing-over receipt, which has been annexed as Annexure P-8 to the present writ petition. The Petitioner began preparations for operating the kiosk, relying on the legitimate expectation that his newly acquired license would provide him with a stable source of livelihood.

3.5. However, in an unexpected turn of events, just one day later, on 10th September, 2024, Respondent No. 2 issued the impugned termination letter. The letter informed the Petitioner that due to imminent re-development work at ISBT-Anand Vihar, Respondent No. 2 had decided to terminate the license period for all shops, kiosks, and trolleys operating within the premises of ISBT-Anand Vihar. The impugned termination letter further directed the Petitioner to vacate the kiosk within one month from the date of the letter. Aggrieved by this sudden and arbitrary termination, the Petitioner, who had made significant investments and relied on the validity of his license, has approached this Court through the present writ petition under Article 226 of the Constitution of India.

4. Considering the peculiar facts of the case, particularly the timing of the impugned termination notice, which appeared abrupt and without prior indication, this Court, on 24th September, 2024, passed an interim order directing that the impugned termination notice be kept in abeyance. As a



result, the Petitioner has been permitted to continue operating the subject kiosk at Platform-C, ISBT-Anand Vihar, pending further proceedings.

5. However, during the pendency of the present writ petition, other licensees from both ISBT Anand Vihar and ISBT Sarai Kale Khan, facing similar circumstances, also approached this Court in W.P.(C) 13929/2024 and connected matters, as well as in W.P.(C) 13930/2024. These writ petitions were heard and dismissed through separate orders dated 8th October, 2024.

6. The Petitioner's primary contention challenges the termination notice on the basis that no actual re-development work is planned at the ISBTs and only routine maintenance is scheduled. The Petitioner argues that this alleged reason for termination is baseless and arbitrary and the Petitioner is entitled to operate the kiosk for the term of the license. However, this very contention has been thoroughly considered and rejected by this Court in the aforementioned decisions passed in similar writ petitions. In those cases, the Court carefully examined the claims and found that re-development of the ISBTs, including ISBT Anand Vihar, was indeed planned and required the vacating of kiosks for execution of the works. Accordingly, the Court found no merit in the argument that only maintenance work was planned.

7. In the present case, the Court finds no reason to depart from the reasoning adopted in the earlier cases. The circumstances and facts here mirror those in W.P.(C) 13929/2024 and W.P.(C) 13930/2024, where the Court had already dismissed similar challenges. Thus, in the opinion of this Court, the reasoning and conclusions reached in the earlier decisions shall apply *mutatis mutandis* to the present writ petition as well, reinforcing the validity of the termination of the Petitioner's license.



8. That being said, the Court cannot overlook a significant issue in the present case that raises concerns about the fairness of the Respondents' actions. As noted, the Petitioner was granted possession of the kiosk on 9th September, 2024, under a license with a term of one year, only for it to be terminated merely a day later. This sequence of events reveals a clear instance of arbitrariness in the Respondents' conduct. If the Respondents had concrete plans for the redevelopment of ISBT-Anand Vihar, there was no reasonable basis for them to proceed with executing the license and handing over possession of the kiosk to the Petitioner, only to terminate it the very next day. Such actions reflect a lack of procedural fairness and transparency, and understandably give rise to the Petitioner's grievance.

9. The Petitioner has also asserted that he incurred expenses amounting to INR 3 Lakhs in setting up the kiosk. Although no documentary proof has been submitted to substantiate this claim, the photographs annexed with the writ petition (Annexure P-9) provide some indication of the expenditure incurred. Given these circumstances, the Court finds the Petitioner's grievance to be genuine and acknowledges that he should not bear the financial burden caused by the Respondents' arbitrary actions. Therefore, while the Court cannot fully verify the exact amount claimed, it is deemed appropriate to direct the Respondents to compensate the Petitioner with an amount of INR 2 Lakhs, as a fair estimate of the costs incurred in setting up the kiosk.

10. It is also relevant to note that on 24th September, 2024, Respondent No. 2 issued a challan of INR 2,000/- against the Petitioner for alleged encroachment on the ISBT platform after the termination of his license. However, in the opinion of the Court, this action lacks merit. Given that the



impugned termination letter had been stayed by this Court on the same day, and the Petitioner was permitted to continue operating on the platform pursuant to the Court's directions, his presence on the said platform cannot, by any stretch of interpretation, be considered as encroachment. Therefore, the challan of INR 2,000/- levied on the Petitioner on 24th September, 2024, is unjustified and is accordingly quashed.

11. Lastly, to ensure consistency with the relief granted in the aforementioned writ petitions decided by this Court, it is deemed appropriate to allow the Petitioner a one-month grace period to continue operating his kiosk in order to exhaust the existing stock of goods. It is made explicit that upon the expiry of this one-month period from today, the Petitioner shall vacate the kiosk. Should the Petitioner fail to do so, the Respondents shall be at liberty to take appropriate legal action to reclaim possession of the kiosk.

12. With the above directions, the present writ petition is disposed of, along with pending applications.

SANJEEV NARULA, J

OCTOBER 16, 2024

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