

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11743 of 2023

M/s Ranjeet Kumar, a proprietorship concern through its proprietor Ranjeet Kumar, son of Ramsinghasan Singh, aged about 44 years, Gender- Male, residing at Chandmari Road, NH-13, Lane No. 02, Kankarbagh, Sampatchak, Lohia Nagar, Patna- 800020.

... .. Petitioner/s

Versus

1. Airport Authority of India through the Executive Director (Commercial), Airport Authority of India, Rajiv Gandhi Bhawan, Safdargunj Airport, New Delhi- 110003.
2. The Executive Director (Commercial), Airport Authority of India, Rajiv Gandhi Bhawan, Safdargunj Airport, New Delhi- 110003.
3. The Regional Executive Director, Airport Authority of India, Eastern Region, NSCBI Airport, Kolkata- 700052.
4. The Airport Director, Jai Prakash Narayan International Airport, Patna.
5. The Senior Manager (Commercial), Airport Authority of India, Jai Prakash Narayan International Airport, Patna.
6. The Assistant Manager (Commercial), Airport Authority of India, Jai Prakash Narayan International Airport, Patna.
7. The Junior Executive (Commercial), Airport Authority of India, Jai Prakash Narayan International Airport, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Sanjay Singh, Sr. Advocate Mr. Nikhil Kumar Agrawal, Advocate Ms. Aditi Hansaria, Advocate Mr. Yash Sahay, Advocate
For the Respondent/s	:	Dr. K.N. Singh, Sr. Advocate Mr. Kumar Priya Ranjan, SC Mr. Sudarshan Bharadwaj, Advocate Mr. Sandeep Kumar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
C.A.V. JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)



Date : 27-08-2025

The present petition has been filed under Article 226 of the Constitution of India in which the petitioner has prayed for the following reliefs:-

(i) *To issue an appropriate order/direction in the nature of Mandamus directing the Respondent authorities to grant extension of contract to the Petitioner for a period of three years from the date of expiry of the original contract i.e. 09.12.2024 in terms of the Concessionaire Support Scheme (CSS) of the Respondent authorities issued vide Circular No. 24/2020 and Circular No. 26/2020.*

(ii) *To issue an appropriate order/direction in the nature of Mandamus directing the Respondents to handover complete 5723 sq. m. parking space in the new parking space at Jai Prakash Narayan International Airport, Patna in terms with the Letter of Award dated 02.07.2019 to the Petitioner.*

(iii) *To issue an appropriate order/direction in the nature of Mandamus directing the Respondents to earmark and reserve an area equivalent to 5723 sq. m. as specified in the LOA dated 02.07.2019 for the Petitioner in the Multi Level Car Parking.*

(iv) *To issue an appropriate*



order/direction in the nature of Mandamus directing the Respondents to carry out amendment in the Notice Inviting Tender dated 02.08.2023 issued by the Respondents, for Award of Commercial Concessions and SITC & Operation of Vehicle Parking Management System at Multi Level Car Parking at JPNI Airport, Patna, so far as reserving the area earmarked for the Petitioner i.e. 5723 sq. m.

(v) To issue an appropriate order/direction in the nature of Mandamus directing the Respondents not to create any third party right with respect to the said Multi Level Car Parking, during the pendency of the present writ petition.

(vi) To any other relief or reliefs for which the Petitioner is found entitled to in facts and circumstances of the case.

Factual Matrix

2. Petitioner has stated that it is a proprietary concern. The respondent Airport Authority of India (in short, 'AAI') issued a Notice Inviting Tender (in short, 'NIT') for concession to supply, install, test, commission (SITC) and operate automated vehicle parking management system; collection of parking fees and access fees, rights and lane management at Jai Prakash Narayan International Airport, Patna



(in short, JPNI). The petitioner submitted a bid for Rs. 10,21,675/- per month. Thereafter, AAI awarded license for concession to supply, install, test, commission (SITC) and operate automated vehicle parking management system; collection of parking fees and access fees, rights and lane management at JPNI Airport, Patna to the petitioner vide letter of acceptance(in short, LOA) dated 02.07.2019. As per the said LOA, the AAI awarded license with respect to car parking area outside the terminal building to the petitioner which was equivalent to 5960 sq.mtr. and subsequent to the completion of a new car parking, the said area would be 5973 sq. mtr. It is also stated that the period of license was for five years from the actual date of commencement of the facility or the expiry of gestation period. The license fee payable by the petitioner was Rs. 10,21,675/- per month.

2.1. It is also stated that Concession Agreement came to be executed between the petitioner and the AAI on 23.07.2019 enumerating the terms and conditions of grant of license to the petitioner for a period of five years, i.e. from 10.12.2019 to 09.12.2024. Thereafter, the petitioner commenced performing his part of agreement. However, thereafter, within a period of three months, the whole world was affected by



unprecedented Covid-19 pandemic. On account of the same, Director General of Civil Aviation vide letter and Circular dated 23.03.2020 imposed a complete ban on operation of all flights from 24.03.2020. The validity of the said circular extended the said ban which remained operational till 25.05.2020.

2.2. Petitioner has further stated that in view of the fact that aviation market was severely impacted by Covid-19, the AAI provided relief measures to the stakeholders, including the petitioner vide Concessionaire Support Scheme (in short, CSS) enumerated in Circular dated 14.08.2020, which was communicated to the petitioner on 19.08.2020. Thereafter, Circular dated 09.12.2020 came to be issued and as per Clause 2(iv) of the said circular, the commercial concessionaires were given an option to get the contract extended for a period equivalent to the remaining contract period w.e.f 25.03.2020 or three years, whichever is lesser. The petitioner conveyed his consent to all the terms and conditions of the said circular vide e-mail dated 28.01.2021. Thereafter, on 01.05.2022 petitioner conveyed to AAI that the petitioner has already given his consent to the terms specified in Circular nos. 24 of 2022 and 26 of 2022 which included extension of validity of contract for a period of three years. Accordingly, the petitioner once again



requested for extension for three years from 09.12.2024, of his contract. Reminder was also sent for the same. Thereafter, on 11.08.2022 Assistant Manager (Commercial) informed the petitioner that the request of the petitioner for extension of contract is under consideration as per CHQ guidelines and AAI policy.

2.3 The petitioner has also stated that as per the terms of the agreement, petitioner was awarded the car parking contract for an area admeasuring 5723 sq. mtr. in new parking space. However, petitioner has been provided only an area of 4300 sq. mtr. And, therefore, various letters were written to the respondent authority.

2.4 It is stated that AAI had floated a tender for construction of new domestic terminal building and other structures at JPNI Airport on 05.10.2018 in pursuance of some construction work and other infrastructure work started at the airport. Accordingly, in June 2021, AAI directed the petitioner to relocate the automated parking management system (in short, 'APMS') component to ensure smooth vehicular traffic flow during the ongoing construction works. Further, in anticipation of extension of the contract, petitioner, vide letter dated 08.04.2023, informed the authority that the petitioner had



identified the agency for the purpose of installation of fast-tag and for this purpose petitioner would be incurring an expenditure of Rs. 25 lakhs.

2.5. Now, it is the case of the petitioner that on 17.07.2023, petitioner sent a letter to the respondent-authority and requested for extension of the contract. It was also specified that he has learnt that the respondent-authorities are in the process of issuing tender with respect to multi level car parking (in short 'MLCP') which is under construction. It was requested to the respondent-authorities that before issuing the tender with respect to MLCP, an area equivalent to the area specified in his agreement be earmarked and reserved for the petitioner, enabling him to recover the losses suffered by him during the period of pandemic.

2.6. Now, the grievance of the petitioner is that instead of granting extension of the agreement in terms of CSS, the respondent-authorities have issued a fresh tender for award of concessions and SITC etc. at JPNI Airport on 02.08.2023 and, therefore, the petitioner filed the present petition in August, 2023.

3. At this stage, it is pertinent to observe that during the pendency of the present petition, petitioner has filed



different interlocutory applications, wherein the petitioner has prayed for various reliefs. However, as the main petition is itself taken up for final disposal, all the interlocutory applications are also disposed of by this judgment.

4. Heard Mr. Sanjay Singh, learned Senior Advocate assisted by Mr. Nikhil Kumar Agarawal, learned Advocate for the petitioner and Dr. K.N. Singh, learned Senior Advocate assisted by Mr. Kumar Priya Ranjan, learned Standing Counsel for the respondent-authorities.

Submissions on behalf of the petitioner

5. Learned Senior Advocate Mr. Sanjay Singh appearing on behalf of the petitioner would mainly submit that as per Clause 2(iv) of commercial circular dated 09.12.2020 issued by the AAI, Commercial Concessionaires were given an option to get the contracts extended for a period equivalent to the remaining contract period w.e.f 25.03.2020 or three years, whichever is lesser on certain conditions. It is further submitted that as per the said Clause, the respondent was required to grant extension for a period of three years from 09.12.2024. Thus, the petitioner is entitled to get the extension as per aforesaid clause, despite which the contract has not been extended under the said clause. It is further submitted that the petitioner sent an e-mail



on 28.01.2024 and accepted the terms and conditions of commercial circular dated 14.08.2020 and 09.12.2020. Further, the respondent-authorities vide e-mail dated 02.07.2022 informed the petitioner that the request may be considered as per CHQ guidelines and CSS, subject to clearance of all dues as per the norms. Thereafter, the respondent-AAI also wrote a letter on 11.08.2022 that the request of the petitioner is being taken up as per the CHQ guidelines and AAI policy issued from time to time subject to, clearance of all dues and satisfactory performance as per the norms. Thus, Mr. Sanjay Singh, learned Senior Advocate would submit that promise was given by the respondent-authority to the petitioner that as per the aforesaid clause, the agreement would be extended for a period of three years. Therefore, the petitioner acted on the said promise given by the respondent-authority and thereby made certain investment. Thus, the respondent-authority be restricted from contending that the agreement cannot be extended in view of the decision taken by the respondent-authority to construct MLCP. It is also submitted that in the facts and circumstances of the present case, principle of *promissory estoppel* would apply.

6. Learned Senior Advocate, thereafter, submits that, in fact, the respondent-authority has granted extension for a



period of three months from 10.12.2024 to 09.03.2025 and second extension was granted from 10.03.2025 to 09.06.2025 as per the original terms of the agreement. The petitioner has also shifted certain machinery at MLCP. At this stage, it is pointed out from page 552 of the compilation that even as on date surface parking area of 3826 sq. mtr. is still available, despite which the respondent-authority has refused to grant extension as per CSS. Learned Senior Advocate, therefore, urged that appropriate direction be issued to the respondent-authorities.

7. At this stage, learned Senior Advocate further submitted that for MLCP, the respondent-authority has issued a short-term separate NIT. However, four attempts of the respondent-authorities have failed. Learned Senior Advocate, therefore, urged that, looking to the facts and circumstances of the case, appropriate directions be issued to the respondent-authorities.

8. Learned Senior Advocate has placed reliance upon following decisions:-

1. Century Spg. and Mfg. Co. Ltd. v. Ulhasnagar Municipal Council, AIR 1971 SC 1021;

2. Motilal Padampat Sugar Mills Co. Ltd. v. State



of U.P., (1979) 2 SCC 409;

*3. Monnet Ispat & Energy Ltd. v. Union of India,
(2012) 11 SCC 1;*

*4. Union of India v. N. Murugesan, (2022) 2 SCC
25.*

9. Learned Senior Advocate Mr. Sanjay Singh, further submits that the respondent-authorities extended the contract period for three years *qua* the different agencies located at different airports. Learned Senior Advocate referred page nos. 146 and 147 of the compilation. Learned Senior Advocate, thus, contended that the discriminatory treatment is given to the petitioner by respondent-authority by not extending the contract for a period of three years.

Submissions on behalf of the respondents

10. Learned Senior Advocate Dr. K.N. Singh, appearing on behalf of the respondent-authority has vehemently opposed the present petition. It is submitted that the agreement was executed with the petitioner for a period of five years from 10.12.2019 up to 09.12.2024. Thereafter, the respondent-authority issued commercial circulars whereby certain concessions have been granted to the Concessionaires. It is



further submitted that petitioner has placed reliance upon Clause 2(iv) of circular dated 09.12.2020. However, as per the provisions contained in the said circular, term can be extended by mutual consent. It is further submitted that the respondent-authority has never given promise to the petitioner, as contended, and, in fact, when the request was made by the petitioner, it was informed that his request may be considered as per CHQ guidelines and CSS, subject to clearance of the dues. Even in the communication dated 11.08.2022, it was informed that request of the petitioner is being taken up as per the aforesaid guidelines and the policy.

11. Learned Senior Advocate for the respondents in the meeting dated 28.04.2022 on commercial MLCP utilisation, it was decided that vehicle parking contract is not extended under CCS considering MLCP utilisation. At this stage, learned Senior Advocate referred Clause 5 and 6 of NIT, a copy of which is placed on page no. 211 of the compilation. It is submitted that in the NIT itself there is a reference with regard to ongoing expansion/modernization works for new terminal building. Learned Senior Advocate has also referred to Clause-12 of the said document.

12. Learned Senior Advocate further submits that



now, the new terminal has been constructed and is in operation wherein there is a facility of MLCP having area admeasuring 28698.04 sq. mtr. The entire construction is one unit and it is a five storeyed building.

13. Learned Senior Advocate has referred page no. 552 of the compilation. Learned Senior Advocate, therefore, urged that considering the utilisation of the MLCP, the concerned authority has decided not to give extension under the CSS to the petitioner. It has been pointed out from the record that if the area of 5700 sq. mtr. is reserved for petitioner in the newly constructed MLCP of 29000 sq. mtr., huge space would remain unutilized in MLCP and this would lead to a huge financial loss to the exchequer. In fact, MLCP is constructed on an investment of Rs. 35 crores by AAI. It is further contended that MLCP is different from pure parking management as its scope includes commercial and retail facilities added along-with parking management. It has been pointed out from the record that the respondent-authority did not have any intention to earmark space in the MLCP to the petitioner as both locations are different and distinct from one another.

14. Learned Senior Advocate at this stage, has pointed out that as per Clause 15.5 of Special terms and



conditions of AAI had considered extension of contract, initially for a period of three months and thereafter another period of three months, i.e., between 10.12.2024 to 09.03.2025 and then 10.03.2025 to 09.06.2025. However, the said extension is as per the terms and conditions of the agreement and not as per CSS.

14.1. At this stage, learned Senior Advocate has also pointed out Clause 5(v)(vi) of the special terms and conditions. It is contended that as per the said clause it was informed to the petitioner that in view of the ongoing construction work for new terminal building many changes are likely to take place which may affect the traffic flow and, in some cases, the identified parking areas. The bidders were, therefore, advised to visit the site and finalize themselves with the ongoing changes to avoid unnecessary contractual issue after the award of contract. Learned Senior Advocate, therefore, contended that the petitioner was aware about the ongoing construction at the airport.

14.2. Learned Senior Advocate would also submit that no promise was given to the petitioner that the contract would be extended for a period of three years as per CSS and, therefore, principle of *promissory estoppel* will not be applicable to the facts of the present case and, therefore also, the



decisions upon which the reliance is placed by the learned Senior Advocate appearing on behalf of the petitioner is misconceived. Learned Senior Advocate has placed reliance upon the following decisions:-

1. N.G. Projects Limited Vs. Vinod Kumar Jain & Ors., (2022) 6 SCC 127;

2. Tata Motors Ltd. v. Brihan Mumbai Electric Supply & Transport Undertaking, (2023) 19 SCC 1;

3. State of Haryana v. Chanan Mal, AIR 1976 SC 1654;

4. Airport Authority of India v. Centre for Aviation Policy, Safety & Research (CAPSR) & Others; 2022 SCC OnLine 1334.

15. Learned Senior Advocate, at this stage has referred page no. 581 of the compilation and submitted that short-term NIT has been issued on 02.07.2025 for MLCP for minimum reserve license fee of Rs. 38,87,228/-. Therefore, it was open for the petitioner to participate in the NIT and compete with the other bidders, however, the petitioner has chosen to file the present petition for extension of contract for a period of three years. Learned Senior Advocate, therefore, urged



that the present petition may not be entertained and the same be dismissed.

Discussions

16. We have considered the submissions canvassed by the learned Senior Advocates and perused the record. It transpires from the record that pursuant to the NIT issued by the AAI for SITC etc. at JPNI Airport, petitioner participated and, ultimately, letter of award dated 02.07.2019 came to be issued in favour of the petitioner. Thereafter, concession agreement dated 23.07.2019 came to be executed between the parties and the license was granted to the petitioner for a period of five years from 10.12.2019 to 09.12.2024. Because of the Covid-19 pandemic, a complete ban was imposed on operation of all flights from 24.03.2020 which continued up to 25.05.2020. The concerned respondent-authority, therefore, thought it fit to issue circular dated 14.08.2020 and thereafter on 09.12.2020 by which certain concessions were given to the commercial concessionaires. The entire case of the petitioner is based on Clause 2(iv) of circular dated 09.12.2020 which provides as under:-

Commercial Concessionaires may be given an option to get the contracts extended for a



period equivalent to the remaining contract period w.e.f. 25.3.2020 or three years, whichever is lesser. The extension will be subject to the following conditions:

a. The option of extending the contract period will be subject to mutual consent.

b. The option of extending the contract period will not be given to the contracts already running on extension or contracts awarded under stop-gap arrangement.

c. The option will also not be made available to the contracts awarded after 25.03.2020.

d. Annual escalation will be made applicable during the extended period as per the provisions of Commercial Manual- 2019. Other terms and conditions of extension shall be as per agreement provisions.

e. For the contracts already determined between 25.03.2020 and date of issuance of instant policy guidelines to the AAI units, the option of extension of contract period would not be available.

17. Relying upon the aforesaid clause, it is the case of the petitioner that the respondent-authorities were required to extend the contract for a period of three years from 09.12.2024 up to 08.12.2027.



18. The main contention of the learned Senior Advocate for the petitioner is that the petitioner requested the respondent-authority for giving benefit of the said circular and, therefore, the respondent-authority has informed to the petitioner vide letter dated 11.08.2022 that request of the petitioner is being taken up as per CHQ guidelines and AAI policy issued from time to time, subject to clearance of all dues and satisfactory performance as per the norms. Thus, it is the case of the petitioner that promise was given by the respondent-authority for extension of contract for three years.

19. We are of the view that the aforesaid contention is misconceived. In fact, the petitioner has nowhere stated in the memo of petition that the respondent-authority has given the promise that the contract will be extended for a period of three years. In fact, in paragraph no. 15 of the memo of petition, the petitioner himself has stated that the Assistant Manager (Commercial) informed the petitioner vide letter dated 11.08.2022 that the request of the petitioner for extension of contract is under consideration as per CHQ guidelines and AAI policy. Thus, there is a reference with regard to consideration of extension of contract. In fact, it is a case of the petitioner himself that his representation was not decided before filing of



the petition and during the pendency of the petition, now the representation has been rejected. Thus, we are of the view that the reliance placed by learned Senior Advocate for the petitioner on the principle of *promissory estoppel* is misconceived.

20. We have gone through the decisions upon which the reliance has been placed by the learned Senior Advocate for the petitioner. This Court cannot dispute the proposition of law laid down by the Hon'ble Supreme Court in the aforesaid cases. However, looking to the facts and circumstances of the present case as narrated hereinabove, the said principle would not be applicable.

21. It is pertinent to note at this stage that learned Senior Advocate for the petitioner has also contended that in case of other agency/persons who were similarly situated, the respondent-authority has extended the contract for a period of three years, whereas in the case of the petitioner such extension has not been granted and thereby the petitioner has been discriminated. Thus, it is contended that the respondent has violated Article 14 of the Constitution of India. We are of the view that the aforesaid contention is also misconceived because of the following reasons:-

(i). As per Clause 5(v)(vi) of special terms and



conditions, the petitioner was aware about the ongoing construction work for new terminal building at JPNI Airport. It has been specifically stated in the said clause that many changes are likely to take place which may affect traffic flow and in some identified parking areas. Thus from the beginning at the time of submitting bid petitioner was aware about the construction work which was going on with regard to the new terminal.

(ii) Further, Clause 5 of the NIT specifically provides that due to ongoing expansion/modernization work for new terminal building, the existing traffic flow and parking areas are likely to change. Further, clause-6 provides as under:-

In case of delay in implementation of new traffic flow and parking areas, the existing traffic flow along with parking areas will be initially handed over to the successful bidder. Once new plan is implemented, the entire APMS and associated infrastructure will have to be re-installed by the successful bidder as per NIT conditions.

As such, the petitioner was aware about the aforesaid aspects, despite which he entered into an agreement with the respondent-authority and the contract period was for five years. It is further relevant to note that the respondent-



authority thought it fit to extend the contract from 10.12.2024 to 09.03.2025 and, thereafter, from 10.03.2025 to 09.06.2025. However, the said extension was as per Clause-15.5 of special terms and conditions, copy of which is placed at page 265 of the compilation. Thus, the respondent-authority extended the period of contract for six months from 10.12.2024 to 09.06.2025. The aforesaid clause provides that the contract period can be extended not exceeding nine months on mutually agreed terms and conditions.

22. Now, it is not in dispute that new terminal building has been constructed and MLCP is also constructed. The said MLCP is a five storeyed building having total area admeasuring 29000 sq. mtr, whereas the area which was allotted to the petitioner pursuant to the agreement dated 29.07.2019 was 5700sq. mtr. It is the specific case of the respondent-authority that the aforesaid area of 5700 sq. mtr cannot be earmarked in MLCP and if it is reserved for the petitioner, then huge space would remain unutilised in the MLCP and this would lead to huge loss to the exchequer.

23. Thus, merely because the respondent-authority has extended the period of contract for three years in case of some other concessionaires, looking to the facts of the present



case, it cannot be said that petitioner has been discriminated, as alleged. Thus, we are of the view that there is no violation of Article 14 of the Constitution of India, as contended by the learned Senior Advocate for the petitioner.

24. In fact, learned Senior Advocate has referred page no. 146 and 147 of the compilation, i.e. the extension for a period of three years granted in favour of some other concessionaires. However, from the very same document it is revealed that in case of other concessionaires specific letters have been issued accepting the proposal made by the concerned concessionaire and informing the said concessionaire that the contract is extended for a period of three years. However, there is no such letter issued in favour of the petitioner by the respondent-authority and, therefore, it cannot be stated that the promise was given by the respondent-authority to the petitioner.

25. We are further of the view that now the respondent-authority has issued NIT for MLCP and that too for an amount of Rs. 38 lakhs. The respondent-authority cannot be directed to extend the contract for a period of three years, as prayed for by the petitioner. Otherwise, huge loss would be caused to the respondent-authority. Further, it is always open for the petitioner to participate and compete with the other bidders



in the new NIT for MLCP.

Conclusion

26. Now, it is well settled that scope of judicial review is very limited in contractual/tender matters. This Court cannot sit in appeal over the decision taken by the respondent-authority.

27. We are, therefore, of the view that no case is made out by the petitioner to interfere with the same.

28. Accordingly, the petition is dismissed.

(Vipul M. Pancholi, CJ)

Partha Sarthy, J: I agree.

(Partha Sarthy, J)

Aditya/KC Jha

AFR/NAFR	A.F.R.
CAV DATE	21.08.2025
Uploading Date	27.08.2025
Transmission Date	N.A.

