

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14208 of 2025

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M/s YSB Retail Pvt. Ltd. a Company incorporated under the Companies Act, 2013, having its registered office at Plot No. 99, Basement, Sector- 37, P.S.- Khandsa, P.S. Sector- 37, Town and District- Gurugram, Haryana- 122001, through its Authorized Representative, Shri Vishal Kumar (Aadhar no. 306432830691), aged about 30 years, Male, Son of Shri Raj Kumar Prasad, resident of Village- Amiawar, P.O. and P.S. - Nasriganj, District- Rohtas, Bihar- 821310

... .. Petitioner/s

Versus

1. Airports Authority of India (AAI thorough its Chairman, Rajiv Gandhi Bhawan, Safdarjung Airport, P.O. and P.S. Lodhi Road, Town and District New Delhi- 110003.
2. Airport Director, Airports Authority of India, Jay Prakash Narayan International Airport, P.O. and P.S.- Sheikhpura, Town and District- Patna, Bihar- 800014.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Abhinav Srivastava, Sr. Advocate Mr.Prem Ranjan Raj, Advocate Mr.Prasanjit Pritam, Advocate Mr.Prasoon Jagat, Advocate
For the AAI	:	Mr.Kumar Priya Ranjan, SC Mr.Sudarshan Bharadwaj, Advocate

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CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE ALOK KUMAR SINHA
ORAL JUDGMENT
(Per: HONOURABLE THE ACTING CHIEF JUSTICE)

Date : 03-09-2025

In the instant petition, petitioner has prayed for the following relief(s):-

“(i) For issuing of an appropriate writ/order/direction including a Writ in the nature of Certiorari for quashing and setting aside the letter No. AAI/PAT/Comml/NITB/Executive lounge and Meet& Greet/291 dated 01.07.2025 (ANNEXURE-9) whereby and whereunder the Petitioner has been debarred from participating in



any Tender of AAI for One(01) year from the date of issue of this letter & the EMD shall be forfeited in accordance with Clause-14.4 of NIT and Clause-5 of General-Information & Guidelines; and/or

(ii) For issuing of an appropriate writ/order/direction including a writ in the nature of Mandamus for directing the Respondents to refund the EMD amount of Rs.10,05,000/- (Rupees Ten Lacs Five thousand only) in favour of Petitioner; and/or

(iii) For issuing of an appropriate writ/order/direction upon the respondents to reinstate the Petitioner in the list of eligible contractors upon reconsidering the impugned debarment order based on a fair hearing; and/or

(iv) For issuance of any other appropriate writ/order/direction or other relief(s) to which the Petitioner is deemed entitled to under the law”.

2. Respondents have floated tender on 01.07.2025 for the purpose of Executive Lounge Facility and Meet & Greet Facility at JPNI Airport, Patna, Bihar. The petitioner is one of the applicant, he had remitted EMD a sum of Rs. 10,50,000/-. Technical bid was opened on 10.03.2025 in which petitioner was successful. Resultantly, financial bid was also opened on 04.04.2025. Thereafter, the concerned respondents proceeded to issue Letter of Intent & Award (LOIA) on 21.04.2025. The petitioner is stated to have deposited a sum of Rs. 84,94,793/- towards advance fee on 19.05.2025. Thereafter, he has failed to comply terms of the policy read with the conditions stipulated in the NIT. In this regard, respondents have communicated to the



petitioner to comply all those formalities for the purpose of giving effect to LOIA. On the other hand, there is no response from the petitioner. Resultantly, reminder was also sent. Thereafter, show-cause notice was issued on 03.06.2025. The petitioner had admitted that he had certain financial difficulties and it has been addressed to the concerned authority *vide* Annexure-P/5. Thereafter, formalities have been completed insofar as issuance of show-cause notice for violating certain clauses for which he had submitted reply. The concerned authority has proceeded to pass the impugned order on 01.07.2025 by which he has been prohibited in participating in any tender of Airport Authority of India for one year from the date of issuance of the letter and EMD shall be forfeited.

3. Feeling aggrieved by the order/communication dated 01.07.2025, the petitioner has presented this petition. Learned counsel for the petitioner submitted that initially there was an issue relating to special terms and conditions in particularly Clause 1(ii) – Liquor Bar subject to applicable State laws. It is submitted that in the State of Gujarat it is permissible even though there is prohibition of law. It is further submitted that Clause 5 of General Terms and Conditions (General Information and Guidelines) have been violated while issuing notice on 03.06.2025.



4. *Per contra*, learned counsel for the respondents submitted that petitioner has violated the statutory clause like 14.4 of the NIT and he has admitted in his communication *vide* Annexure-P/5 to the extent that he was not in a position to meet certain financial issues in the present tender. Therefore, the petitioner has not made out a case so as to interfere with the impugned action of the respondents.

5. Heard learned counsels for the respective parties.

6. Undisputed facts are that petitioner is one of the successful bidder pursuant to NIT dated 14.02.2025. Thereafter, for non-compliance of further formalities so far as the execution of the work, the petitioner has not co-operated in respect of certain statutory clauses mentioned in the NIT. Resultantly, passing of the impugned order.

7. Learned counsel for the petitioner submitted that special terms and conditions *vide* Annexure-A relating to scope of license, in particularly, Executive Lounge Item No. 1 (ii) is not crystal clear on par with the Gujarat State. If it is so, he should have initially questioned the validity of the special terms and conditions so as to secure clarification from the concerned authority. This contention is only an after thought. Further, it is to be noted that Clause 5 of General Terms and Conditions (General



Information and Guidelines) have not been fulfilled by the respondents while issuing show-cause notice. No doubt, they have not adhered to Clause 5 of the General Terms and Conditions (General Information and Guidelines). Be that as it may, even assuming that at this stage show-cause notice is issued to the petitioner, it would be only an empty formality for the reasons that petitioner has failed to comply statutory clauses mentioned in NIT, in particular, Clause 14.4. Further, he has admitted incapacity to meet financial issue. Therefore, principle of natural justice cannot be straight away applicable to the case in hand as held by the Hon'ble Supreme Court in the case of **CCI vs. SAIL** reported in **(2010) 10 SCC 744**.

8. It is necessary to reproduce Annexure-P/5 to the extent that petitioner has fairly admitted that he was not in a position to meet certain financial issues to complete the formalities. Annexure-P/5 reads as under:-

***“YSB RETAIL CONCEPT PRIVATE
LIMITED***

GSTIN: 06AABCY2165L124

Deals In: Milk & Milk Products

Plot No.-99, Basement, Sector-37,

Gurugram, Haryana 122001

Tel: +91-9873931916, 9953391916

Ref. No....

Date.... 09-06-2025

The Airport Director

Airport Authority of India

JPNI Airport

Patna



Tender ID No. 2025 AAI 226731_1
Sub: - **LOIA for Comprehensive License for operating Executive Lounge Facility and Meet & Greet facility in NITB at JPNI Airport, Patna**

Dear Sir,

This has reference to your letter No. AAJ/PAT/Comml/Executive Lounge and Meet & Greet/199/68-69 dated 21-04-2025 awarding the aforesaid license in our favour for a period of 5 years and our letter dated 26-04-2025 conveying the acceptance for the terms of award.

2. As per Para-1 (x) of your award letter (LOIA) under reference, we were required to furnished interest free security deposit of Rs. 5,09,68,758/- i.e., an amount equal to 06 months license fee of the first year in the form of Bank Guarantee security deposit of Rs. 10,00,000/- towards utilities (Electricity, Water charges etc.) within the business Incubation.

3. Although a sum of Rs. 84,94,793 was remitted through RTGS to the State Bank of India (A/C No 40582820250) in favour of Airports Authority of India, Patina on 19-05-2025 towards advance license fee in terms of Para-1 (xi) of your LOIA dated 21-04-2025 but we were not able to arrange funds towards payment of security deposits within the time frame and within the equation period and our application which was under process with the bank for issuance of bank guarantee has been rejected.

4. Under the circumstances stated above it would not be possible for us to proceed any further to take over the subject contract and commencement of operation of the facility.

5. It is therefore, requested to cancel the LOIA issued in our favour and make your own arrangements for the same. The advance license fee amounting to Rs. 84,94,793/- already paid by us to AAI may please be remitted to our bank account the details of which are given as under:

Name of the Account holder i.e. Bidder	YSB Retail Concept Private Limited
Name of the Bank	Bank of Baroda
Address of the Bank	Mahipalpur, New Delhi
Bank Account No.	76930200002811



<i>IFSC Code of the Bank</i>	<i>BARBOVJMAHP</i>
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Thanking You,

*Yours Faithfully,
For YSB Retail Concept Pvt. Ltd.
Director.”*

10. Reading of the aforementioned documents it is crystal clear that petitioner has admitted his default. In the light these facts and circumstances, the petitioner has not made out a case, hence, the present CWJC No. 14208 of 2025 is dismissed.

(P. B. Bajanthri, ACJ)

(Alok Kumar Sinha, J)

abhishekk/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	11.09.2025
Transmission Date	NA

