

S/L 19
04.12.2025
Court. No. 25
suvayan

WPA 27251 of 2025

Mrs. Susmita Mishra
Vs.
The Union of India & Ors.

Mr. Ranjan Kumar Kali

...for the petitioner.

Mrs. Chandreyi Alam
Ms. Runu Mukherjee

...for U.O.I.

1. The petitioner has filed the present writ application challenging the impugned notice dated 06.11.2025 wherein the request of the petitioner for extension of period of the lease agreement is rejected. The petitioner says that initially on June 1, 2019 a lease agreement was executed between the petitioner and the respondents/authorities with respect of shop room no. 9, building no. P-19 'Cafetoria' near SBI e-Lobby, B.M.C. The tenure of the lease agreement till April 30, 2020. Subsequently, on January 1, 2025 a rent agreement between the parties were executed wherein the lease period of the petitioner was extended till November 30, 2025. In the lease agreement there is a clause of renewal option. The petitioner before the expiry of the lease period has made a representation to the authorities for consideration of the case of the petitioner for renewal of the lease period. But the authorities have rejected the prayer and passed the impugned order.
2. Learned counsel for the petitioner submits that also during the subsistence of the lease period, the authorities

have issued a notice relying upon the policy dated February 7, 2018 directing the petitioner to vacate the premises by July 31, 2025. Again on June 21, 2025 the respondents have issued notice for eviction. In the meantime, the respondents/authorities have also conducted the tender process and the shop in question has also the subject matters of the tender and another person has been selected for allotment of the said cafeteria.

3. Learned counsel for the petitioner submits that policy dated February 7, 2018 was with the respondents/authorities but not taken into consideration of the said policy when time to time period of lease was extended. Now in the mid of the lease period, the respondents/authorities cannot take benefit of the policy dated 07.02.2018 which was in existence at the time of entering into the lease agreement in the year 2019 and 2025.
4. Learned counsel for the petitioner further alleged that the petitioner has also not given any opportunity to participate in the said tender. He further submits that though the petitioner had made a representation and the authorities have rejected the request of the petitioner but no opportunity of hearing was given to the petitioner.
5. Learned counsel appearing for the respondents submits that time to time the lease agreement of the petitioner was extended. Lastly on January 1, 2025 the lease agreement was extended for a period of 11 months which expires on November 30, 2025. Before the expiry of the

lease agreement notices were issued to the petitioner and directing the petitioner to vacate the premises but the petitioner has not vacated the premises. As the lease period was continued till November 30, 2025 accordingly, in the meantime the respondents have started the tender process and the tender process was completed and the third party has been selected for allotment of the cafeteria but the petitioner has not made the said third party as party respondent, though the third party interest has been created.

6. Learned counsel for the respondents further submits that though in the agreement dated January 1, 2025 there is a provision of renewal option but it is up to the authority whether it can be extended or not. She further submits that as per the policy of 2018 the licence period/allotment shall be subject to five years and as per the Government of India, Ministry of Defence letter dated September 25, 2024 the existing licensee of entitled category may be allowed to participate in the third auction proceeding without consideration of cooling off period. The petitioner is continued with the premises-in-question since 2019 thus the petitioner is not entitled to participate in the tender process. Accordingly, the petitioner has not been allowed to participate in the said tender process.
7. Heard the learned counsel for the respective parties.
8. Admittedly, since the year 2019, the petitioner is running the cafeteria. The last agreement was entered on January 1, 2025, which is up to November 30, 2025. As

per the renewal option the petitioner has made a representation to the authority for consideration of the request for renewal for a further period. But, the authorities by considering the policy has found that the petitioner is not entitled to further extension. The respondents have also completed the tender process, and a third person has been selected for allotment of the said cafeteria. The petitioner has filed the list of selected persons who are entitled to the cafeteria but the petitioner has not made the selected person as party.

9. The respondents have considered the representation of the petitioner and found that the petitioner is not entitled to get extension, accordingly the same is rejected.
10. Considering the above, this Court finds that there is no illegality in the impugned communication wherein the respondents/authorities have informed the petitioner with regard to rejection of prayer for extension of impugned notification.
11. Thus the writ petition is dismissed.
12. However, there shall be no order as to costs.
13. Urgent Xerox certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Krishna Rao, J.)