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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**WRIT PETITION NO. 1955 OF 2025**

M/s. Brilliant Hospitality LLP

.. Petitioner

Versus

Airports Authority of India & Ors

.. Respondents

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***Mr. Sameer Pandit, Chaitanya Khade, Arshan Engineer i/b Wadia Ghady & Co, Advocates for the Petitioner.***

***Mr. Pravin Samdani, Senior Advocate, with Shilpa Kapil, Chidanand Kapil, Chandni Bavishi, Priti Karbhari, Advocates for Respondent Nos.1 and 3.***

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**CORAM: B. P. COLABAWALLA &**

**FIRDOSH P. POONIWALLA, JJ.**

**DATE: AUGUST 25, 2025**

**P. C.**

1. The above Writ Petition challenges Respondent No.1's termination notice dated 22<sup>nd</sup> March 2025. By this termination notice, the Concession Agreement dated 17<sup>th</sup> September 2024 entered into by Respondent No.1 with the Petitioner was terminated. In the alternative, the Petitioner seeks a refund and compensation for the costs incurred by the Petitioner pursuant to the aforesaid Concession Agreement.

2. Before we set out the brief facts, it would be necessary to point out that on 9<sup>th</sup> July 2025, this Court recorded the submission of the Petitioner

that it is not interested in litigating with the 1<sup>st</sup> Respondent, and hence, does not press the above Petition in terms of prayer clause (a), which basically challenges the termination of the Concession Agreement. On that date all that the Petitioner sought was a refund of the amounts paid by it to the 1<sup>st</sup> Respondent as more particularly set out in prayer clause b (i) as well as to direct Respondent No.1 to refund to the Petitioner the amounts incurred by it to comply with the terms of the said agreement, and more particularly set out in prayer clause b (ii).

3. In light of these facts, we tried to explore an amicable solution to the dispute between the Petitioner and the 1<sup>st</sup> Respondent. Mr. Samdani, the learned Senior Counsel appearing on behalf of the 1<sup>st</sup> Respondent, on instructions, stated that the 1<sup>st</sup> Respondent is willing to release the bank guarantee given by the Petitioner in the sum of Rs.1,72,80,000/- as well as refund the license fees for November 2024 to January 2025 amounting to Rs. 55,22,400/- (inclusive of GST) subject to :- (a) the Petitioner undertaking to vacate the site within a period of three weeks from today; (b) the Petitioner also agrees not to pursue its claim for construction costs against Respondent No.1. In other words, the claim made in prayer clause b (ii) is given up; and (c) the Petitioner undertakes to this Court that it has not claimed any Input Tax Credit (ITC) in respect of the GST component of the License Fees being refunded by Respondent No.1 to the Petitioner and further indemnify the 1<sup>st</sup>

Respondent in case the GST authorities raise any claim against Respondent No.1 on account of any ITC availed by the Petitioner.

4. The learned counsel appearing on behalf of the Petitioner agreed to aforesaid conditions stipulated by Mr. Samdani and stated that the same are agreeable to the Petitioner. The only issue raised now by the Petitioner was with reference to the bank charges for issuance of bank guarantee for the amount of Rs.8,16,278/-; refund of tender fees of Rs. 25,000/-; as well as on the issue of interest on Rs.55,22,400/-.

5. Having heard the learned counsel for the Petitioner, as well as Mr. Samdani, the learned Senior counsel appearing on behalf of the 1<sup>st</sup> Respondent, we are of the view that since the tender itself has been cancelled, the tender fees of Rs. 25,000/- ought to be refunded to the Petitioner. It is accordingly so ordered.

6. As far as bank charges for issuance of the bank guarantee are concerned, we are unable to accept the submission of the Petitioner that they would be entitled to refund of those charges. We say this for the simple reason that bank guarantee charges is the cost of doing business and the Petitioner would not be entitled to a refund of the same.

7. As far as interest is concerned, we find that the monies paid to the 1<sup>st</sup> Respondent (inclusive of GST) was Rs.55,22,400/-. These monies were paid pursuant to the Concession Agreement dated 17<sup>th</sup> September 2024. The tender floated pursuant to which the Concession Agreement itself was entered into has been scrapped by the 1<sup>st</sup> Respondent for the reasons more particularly set out in their affidavit in reply. To put it in a nutshell, the tender has been scrapped because the officer issuing the tender had no authority to issue such a tender or enter into the Concession Agreement. Once these are the facts, we are of the opinion that the Petitioner would be entitled to interest on the amount of Rs. 55,22,400/- . The only question is from what date and at what rate.

8. We are of the opinion that since the Petitioner has been occupying the premises till date and coupled with the fact that the 1<sup>st</sup> Respondent is not going to pursue any claim against the Petitioner for wrongful occupation of the premises (provided they vacate the premises within three weeks as stipulated above), we are of the opinion that the Petitioner would be entitled to interest @6% p.a. from 22<sup>nd</sup> March 2025 (the date of termination) till payment. In other words, interest @6% p.a. would be payable on Rs.55,47,400/- [i.e. Rs.55,22,400 + Rs.25,000] from 22<sup>nd</sup> March 2025 till payment.

9. Mr. Samdani, on instructions, stated that the aforesaid payment will be made within a period of three weeks from today. The said statement is accepted as an undertaking given to the Court.

10. In the event the Petitioner chooses to remove the superstructure constructed on the land of the 1<sup>st</sup> Respondent, it shall restore the land underneath to its original condition.

11. The Writ Petition is disposed of in the aforesaid terms. However, there shall be no order as to costs.

12. Though we have disposed of the above Writ Petition, we place it on Board “for compliance” on 22<sup>nd</sup> September 2025.

13. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

**[FIRDOSH P. POONIWALLA, J.]**

**[B. P. COLABAWALLA, J.]**