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

+ W.P.(C) 4546/2025

M/S ATP FLIGHT ACADEMY

.....Petitioner

Through: Mr. Rajiv Bajaj, Mr. Vidhur Marwah,
Mr. Nikhil Bhalla, Mr. Dhiraj Babbar
and Mr. A. Babbar, Advs.

versus

AIRPORT AUTHORITY OF INDIA

.....Respondent

Through: Mr. Digvijay Rai, Mr. Archit Mishra,
Adv. and Mr. V. Ramanathan, GM,
AAI and Mr Anil Kumar Narula,
JGM, AAI.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **20.05.2025**

1. The present petition has been filed by the petitioner being aggrieved by the letter / communication dated 04.04.2025 issued by the respondent, by which, an Award Letter dated 17.03.2025, also issued by the respondent, allotting 2800 sq. metres of unpaved land at the Kishangarh Airport in favour of the petitioner for the purpose of construction of a hangar & apron and setting up of a Flying Training Organization, has been withdrawn. The said award letter dated 17.03.2025 reads as under:

"E-File No.259070

Date: 17th March, 2025

*To
The Director*

M/s ATP Flight Academy Private Ltd.

C 6A, 84 ARDEE CITY

Sector 52

Gurgaon-122003

Email ID: piyushnarang@aerobeeflightacademy.com



Subject: Allotment of 2800 sqm. Of unpaved land to M/s ATP Flight Academy Private Limited for construction of Hangar & Apron for establishment of Flying Training Organization (FRO) at Kishangarh Airport.

Sir,

Reference may please be made to your letter dated 29.11.2024 for allotment of unpaved land at Kishangarh Airport for the purpose of construction of Hangar & Apron for Figh Training School.

2. The Competent Authority has approved the allotment of unpaved land measuring 2800 sqm. (40 Meter x 70 Meter) for the purpose of construction of Hangar and apron for setting up of Flying Training Organization (FTO) facility at Kishangarh Airport. The location and layout are provided and attached as Annexure-1. The land being allotted shall only be used for the purpose of establishing FRO facility.

3. The allotment shall be for a period of 25 years from the date of handing over/taking over of the site.

4. The rates of Land Licence Fee shall be payable as under:

a) The rate of unpaved land licensee fee in operational area at Kishangarh Airport is Rs.380/- per sqm. per annum (FSI= One) for the period from 01.04.2022 to 31.03.2025 and Rs.440/- per sqm. per annum (FSI=One) for the period from 01.04.2025 to 31.03.2028. W.e.f. 01.04.2028, it shall escalate 15% and thereafter after every three years also the escalation shall be @ 15%. No royalty/concession fee shall be payable/applicable.

b) GST shall be payable as applicable.

c) The agency has to deposit the annual land licence fee in advance.

d) As per the policy of Airports Authority of India (AAI), the payable Licence Fee from FTOs shall be higher of the following:

(i) Initial Lump-sum annual fee of Rs.15,00,000/- applicable till 31.03.2025 and Rs.17.25,000/- w.e.f. 01-04-2025 onwards and it shall escalate @ 15% payable from the date of taking over of the site/land.



5. The agency shall also deposit Performance Security in the form of Bank Guarantee from any Nationalized/Scheduled Bank for an amount equivalent to annual Licence Fee and shall be required to be maintained/deposited by the agency on the revised license fee as applicable.

The validity of the Bank Guarantee shall be for the period of 03 years or upto 31-03-2028 whichever is earlier. The Lessee shall be required to submit to the Lessor (prior to the expiry of the existing Performance Security), a renewed Performance Security, at least 15 days before expiry of existing Performance Security, for an amount equal to the next Contract Year's Annual Land Rent (ALR) and such renewed Performance Security shall remain valid for next Three Years. The Performance Security shall be required to have a claim period of at least 6 (six) months after the expiry of the validity of such Performance Security.

6. The Lessee shall construct the Taxiway as per requirement at his own cost as per specification of the AAI connecting to allotted site for hangar and apron from the main runway. In case the full or part of the taxiway is required by other users immediately after construction or within one (01) year (i.e. 365 days) of construction period of taxiway, in such cases, the cost of the Taxi way shall be shared proportionately between the other user(s). However, if the allotment of land to other agency is made after one year from the completion of construction of Taxi Track, in that case, the Lessee is obliged to allow the use of Taxiway to other user(s) on common use basis without seeking reimbursement of construction cost.

However, after one year of completion of Taxi Truck, the cost of its maintenance shall be borne by the AAI.

7. The agency is required to complete the following formalities after issuance of the Award letter:

- (i) Acceptance of this award letter shall be conveyed within 07 days of issuance of this letter.
- (ii) Submission of the Performance Security in the form of Bank Guarantee to the Airport Director Kishangarh as per Para 5 above.



- (iii) *After submission of the Performance Security in the form of Bank Guarantee, agency has to take over the possession of the allotted land. The date of taking over shall be considered as effective date of the agreement and also the Fee Commencement Date.*
- (iv) *After completing the afore-mentioned formalities as specified in Para 7(i), (ii) & (iii) above, the Lease Deed shall be executed within 90 days from the date of issuance of Award Letter.*
- (v) *If the above contractual formalities are not completed within the stipulated time period of 90 days from the date of issue of this Award Letter, the allotment shall be treated as cancelled without any reference.*

8. *The agency shall pay charges for electricity and water wherever provided by the AAI. The agency shall pay other statutory taxes/charges, included Property Tax, GST etc.*

9. *The subject land shall not be sub-licensed without the prior written consent of the AAI and no encroachment thereon shall be permitted.*

10. *In case of failure on the part of the agency to pay the licence fee and other charges within the due date, the agency shall be required to pay interest @ 12% per annum for all such delayed payment which is subject to revision as and when decided by AAI.*

11. *Construction and any modifications at the allotted unpaved land shall be taken up only after prior written approval of AAI.*

12. *It would be the responsibility of the agency to obtain all necessary clearances included NOC for height clearance and security clearance and other statutory clearances from BCAS, DGCA and any other regulatory agencies. The agency shall keep all statutory approvals valid during the period of agreement in respect of the allotted land.*

13. *The agency will be required to obtain necessary AEPs and vehicle permits for staff and vehicles.*

14. *This award letter shall form part and parcel of the agreement*



and Draft Agreement to be executed on this matter at Kishangarh Airport is enclosed.

15. *Copy of this award letter is being endorsed to APD, Kishangarh Airport for completion of the Contractual formalities such as execution of agreement, collection of BG from the agency, Handing over of the site and subsequent contract monitoring etc.*

Yours Sincerely

*(Anil Kumar Narula)
Jt. General Manager (LM)”*

2. The letter dated 04.04.2025, pursuant to which, the aforesaid letter dated 17.03.2025 is stated to have been withdrawn, reads as follows:

“E-File No.259070

Date: 04th April 2025

To

*The Director,
M/s ATP Flight Academy Private Ltd.
C 6A, 84 ARFEE CITY
Sector 52
Gurgaon-122003
E-mail ID: piyushnaragn@aerobeeflightacademy.com*

Sub: Withdrawal of Award Letter dated 17-03-2025

Sir,

Reference may please be made to this office letter No.E-File No. 259070 dated 17th March, 2025 regarding allotment of 2800 sqm. Of unpaved land to M/s ATP Flight Academy Private Ltd. for construction of Hangar & Apron for establishment of Flying Training Organization (FRO) at Kishangarh Airport.

2. The issue regarding allotment of land to M/s ATP Flight Academy Private Ltd. at Kishangarh Airport has been reviewed by Competent Authority and considering the administrative reasons & operational constrains at Kishangarh Airport, the award letter dated 17th March 2025 stands withdrawn.

3. *Please acknowledge the receipt.*



Yours Sincerely

*(V Ramanathan)
General Manager (LM)
For Executive Director (LM)”*

3. Learned counsel for the respondent submits that the withdrawal of the Award Letter dated 17.03.2025 was on the basis that the use of the concerned land for the purpose envisaged in the Award Letter dated 17.03.2025 was not found feasible, for safe and expeditious flow of air traffic in that area.

4. It is submitted that the concerned plot is connected with the concerned taxi way at the Kishangarh Airport and, as such, the use of the same for the purpose of Flight Training Organization (FTO) inhibits the entry/exit of aircrafts from the runway. Further, there is imminent possibility of delay in aircraft operations on account thereof.

5. In the circumstances, this Court is not inclined to interfere with the letter dated 04.04.2025 in these proceedings.

6. Learned counsel for the respondent also submits that, at present, there is no proposal for allocating the subject land at Kishan Airport to some other agency for the purpose of setting up a Flying Training Organization (FTO). It is submitted that if and when the same is proposed in future, the same shall be strictly in terms of extant policies and keeping in view the safety and other relevant considerations.

7. At this stage, learned counsel for the petitioner submits that the petitioner has submitted another application for allocation of land for the purpose of setting up a Flying Training Organisation (FTO) in Satna, Madhya Pradesh. It is clarified that the filing of the present petition shall not



preclude the respondent from processing the application of the petitioner in this regard.

8. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

MAY 20, 2025/cl