



2025:DHC:11929-DB



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

% Judgment reserved on: 08.12.2025
Judgment delivered on: 24.12.2025

+ **LPA 862/2024 & CM APPL 50357/2024**

M/S SURYA CHETAN AVIATION HANDLING SERVICES
.....Appellant

versus

UNION OF INDIA & ORS.Respondents

+ **LPA 892/2024 & CM APPL 51550/2024**

AUREA AVIATION PRIVATE LIMITEDAppellant

versus

UNION OF INDIA & ORS.Respondents

+ **LPA 949/2024 & CM APPL 55530/2024**

SRI SAI SAMPATH AVIATION SERVICESAppellant

versus

UNION OF INDIA & ORS.Respondents

Advocates who appeared in this case:

For the Appellant : Mr. Umakant Mishra, Ms. Prabhati Nayak and
Mr. Debabrata Dash, Advocates.

For the Respondents : Mr. Bhagwan Swarup Shukla, CGSC with Mr.
Yash Bhardia and Mr. Pradyumn Singh,
Advocates for R-1/IOI.
Mr. Digvijay Rai, Standing Counsel with Mr.
Archit Mishra, Mr. Abhishek Singh, Advocates
with Mr. Mukesh Kumar JGM (OPS), Mr.
Parveen Kumar DGM (OPS) and Mr. Vivek
Gupta DGM (LAW) for R-2/AAI.

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CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. By way of the present Letters Patent Appeals, the appellants are challenging the common impugned judgment of the learned Single Judge in W.P.(C) Nos.8502/2023, 10678/2023, and 14394/2023 passed on 06.08.2024 (hereafter referred to as “*impugned judgment*”) dismissing the writ petitions holding that the facts have established that M/s Redbird Airways Pvt. Ltd., M/s Airclub Aviation, and M/s Aircab Aviation have conflict of interest by having direct ownership interest, and simultaneously held that the show cause notices issued by the respondent no.2/Airport Authority of India (hereafter referred to as “*AAI*”) had conformed to the principles settled by the Apex Court. We also note that the impugned judgment has also opined that a writ Court, while considering a case of judicial review in exercise of its writ jurisdiction examines the “*decision making process*” alone, and not the decision itself.

2. Since the learned Single Judge has noted facts occurring in the present appeals in detail in paragraphs 3 to 12 of the impugned judgment, we refrain from reproducing the same *in extenso*, for the sake of brevity.

3. We have heard the learned counsel for the parties at length and examined the records and perused the judgments relied on. The arguments of the learned counsel for the appellant were reiteration of the submissions placed before the learned Single Judge.

4. At the outset we would deal with the submission of the appellants in



LPA No.862/2025 and LPA No.949/2025.

5. Learned counsel for the appellants submitted that the complaint which triggered the AAI to issue show cause notices dated 22.03.2023 and 23.03.2023, and subsequent debarment order dated 05.05.2023, and the forfeiture of the Earnest Money Deposit (EMD) was anonymous, and therefore following the Central Vigilance Commission (hereafter referred to as “CVC”) guidelines which prohibited authorities from acting on anonymous complaints, the same could not have been taken cognizance of.

6. To the said contention, we note that the learned Single Judge had noted in paragraph 26 of the impugned judgment, and even the counsel for the respondents has invited our attention to the email dated 02.03.2023 emanating from the office of the Ministry of Civil Aviation directing AAI to examine the complaint, and take necessary action, if warranted. It has to be borne in mind that the AAI functions under the control and directions of the Ministry of Civil Aviation, being its nodal Ministry, and is obligated to follow the directions received from the said Ministry. In such circumstances, the submission that the AAI could not have examined the complaint or had violated the CVC Guidelines, is unmerited and is rejected.

7. The other leg of argument was predicated on the contention that the show cause notices did not disclose or indicate the penalty sought to be imposed, and therefore, in view of the ratio laid down by the Hon’ble Supreme Court in *UMC Technologies Pvt. Ltd. vs. Food Corporation of India, (2021) 2 SCC 551*, particularly paragraphs 24 and 25, the show cause notices itself ought to be quashed and set aside. As a consequence, the debarment order dated 05.05.2023 itself ought to be set aside.



8. We have considered the contention of the appellants as also the ratio laid down in **UMC Technologies** (*supra*). In this regard, we consider it apposite to extract paragraph 28 of the impugned judgement, which reads thus:

“28. At this stage it is pertinent to reproduce Clause 4 of the RFP and the same reads as under:”

“4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement.

Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an engaged in corrupt practice, fraudulent practice, coercive practice, und' practice or restrictive practice in the Bidding Process. In such an event, the A shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3. For the purposes of this Clause the following terms shall



have the meaning. Hereinafter respectively assigned to them:
“corrupt practice” means:

- (i). the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such official resigns or retires' from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- (ii) save and except as permitted under Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Concession or the LOIA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Concession;

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“coercive practice” means impairing or harming or threatening to impair or directly or indirectly, any person or property to Influence any person’s partii or action in the Bidding Process;

“undesirable practice” means

- (i). establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- (ii). Having, a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.”



A reading of Clause 4 of the RFP, Fraud and Corrupt Practises, clearly highlights the powers of the Respondent when dealing with bidders who may be in default. A perusal of the Clause clearly shows that a party in default of the said clause will be liable for debarment for a period of 3 years. This Court is of the opinion that the contention of the Petitioner, that the Show Cause Notice that was supplied did not categorically list out the penal action that the Respondent was going to take, renders the Show Cause Notice illegal as a result of being contrary to the law laid down in Gorkha Security Services v. Government (NCT of Delhi) and Ors., (2014) 9 SCC 105 and UMC Technologies (supra), does not hold much weight as the Show Cause Notice dated 22/03/23 clearly states reference to a breach under Clause 2.2.1 RFP and subsequent penal action to be taken under Clause 4 of the RFP clearly stating a debarment of 3 years. It is also pertinent to mention, in UMC Technologies (supra) it has been postulated that if it can be clearly inferred that if the intention to take such action, of debarment, by the issuer of the notice against the noticee is clear then the action for debarment cannot be set aside for want of notice.

9. That apart, to test the legality of the above contention we examined one such show cause notice dated 23.03.2023, which is extracted in its entirety hereunder:

“AAI/RC/OPS/GHA/2023

Date: 23.03.2023

1. M/s Surya Chetan Aviation Handling Services (51 %) (lead Member) B-2, Akhil Apartments, Danavaipeta, Rajamahendravaram-533103 Shri V.S. Reddy, Authorized Signatory on behalf of consortium	2. M/s Aurea Aviation Private limited (26%) E - 103, Krishna Gokul Garden CHS Limited, Thakur Complex, Kandivali East, Mumbai – 400101 Shri Dhiraj Kumar, Authorized Signatory.
3. M/s Airclub Aviation Private Limited (23%) 8/9 Ground Floor, Mehram Nagar, Delhi- 110037 : Shri Ankit Kumar, Authorized Signatory.	

Subject: Show Cause Notice on account of breach of Clause 2.2.1 (f) of RFP.

Dear Sir,



1. Reference may please be made to your participation in the Group C tenders invited by AAI i.e. E-bid invitation no./Tender ID No: 2020_AAI_46811_1 dated 15.04.2020, LOIA No.AAI/OPS/GHS/16/C/2020/312 dated 11.09.2021 for Concession of Ground Handling Services at Ranchi Airport Subsequently you have formed a SPV namely M/s Aurea Sivasurchetvaka Aircab GH Services Ranchi Pvt. Ltd.

2. A complaint with regard to ownership interest of M/s Aircab Aviation Pvt Ltd. & M/s Airclub Aviation Pvt. Ltd. in M/s Redbird Airways Pvt Ltd. (Non-scheduled air carrier) has been received by this office. You are required to furnish your para wise response on the following allegations along with supporting documents:

i. M/s Aircab Aviation Pvt. Ltd is also the Owner and partner of Non-schedule Air carrier named Redbird Airways Pvt. Ltd. Both companies have same Board of directors, same registered office address and same mail id which is filed in Company of registrar. The above company have participated in tender in consortium where 02 other companies also named Surya Chetan and Aurea Aviation formed a consortium with Aircab Aviation for participation in this tender. The above consortium company have taken 8 Airports in Group B & C category Airports.

ii. In Group D tender also the Company named Airclub Aviation Pvt. ltd participated in tender in consortium with 02 other companies but this company M/s Airclub Aviation Pvt. Ltd is also the part of Redbird Airways Pvt. Ltd. Companies directors are directly linked with Redbird Airways Pvt. ltd. This company also has the same registered address and mail id. Company directors AEP is issued in the name of Redbird Airways Pvt. ltd. We have attached company master data for your reference.

iii. All 03 companies M/s Redbird Airways Pvt. ltd, M/s Aircab Aviation Pvt. Ltd and M/s Airclub Aviation Pvt. Ltd are directly linked with each other and there is a direct conflict of interest

iv. This is very injustice and unfair for other bidders if a flight operator will also participate in GHA tender because they will get extra benefits, they have their own Flight and they will bid more than other bidders because they don't have to give extra amount for GHA

v. As per tender terms and conditions they have given false information for participation in the tender.



vi. All 03 company like Redbird Airways, Aircab Aviation and Airclub registered address which filed in certificate of incorporation is same.

vii. Mail id provided all in 03 company are same.

viii. All directors in 03 company are close relative of each other and there have joined and resign from 03 companies as per there convenience and as per tender terms.

ix. All these directors change their position accordingly to tender terms.

x. Firstly Mr. Akashya Kumar Director of Redbird Airways which Non-schedule flight operator and he planned in that way that he will get tender for Ground Handling also I would like to clarify the relation between all directors of these three company's which clarify you also that he have taken decision to get Ground handling tender.

xi. Mrs Kajal Kumari is wife of Mr Akshay Kumar Robin and Ankit is brother in-law of Akshay Kumar. Mrs Sarita Bhardwaj was accountant of Air cab Aviation and Mr Akshay use her name all 03 company as per is convenience.

xii. Mr. Robin Singh who is presently the director of Airclub is carrying AEP in the name of REDBIRD AIRWAYS PVT LTD.

xiii. The company Aircab Aviation pvt ltd had worked as Ground handling company in 20 plus Airport but there have not submitted NOC from all 20 plus Airport

3. In this regard, reference is invited to RFP Clause 2.2.1 (f) which states as under:

"No Bidder shall be a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier."

4. As per aforesaid provisions of RFP, an affidavit i.e. Appendix 6 was submitted by all consortium members. Vide Para 9 of the affidavit you have declared as under:

"I/We declare that we, any Member of the Consortium and any of our/ their Affiliates does not have any Ownership Interest in any of a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s)



directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.”

5. It has been observed from the company master data downloaded from the Ministry of Corporate affairs website that Ms. Kajal Kumari & Mr. Ankit Kumar are two common directors in Aircab Aviation Pvt Ltd. & M/s Redbird airways pvt. ltd. Further addresses of these 3 firms are the same and as per company master data, all 3 firms have conducted their last AGMs on the same date. Also, email Ids in case of M/s Airclub Aviation Private Limited & M/s Aircab Aviation Private Limited are the same. Therefore, there appears to be a direct correlation among the directors of above mentioned three companies and direct conflict of interest as per RFP conditions since M/s Redbird airways pvt ltd is listed as a non-scheduled airline operator.

This has been observed as a breach of Clause 2.2.1 (f) and tantamount to "Fraud and Corrupt practices" as per Clause 4 of RFP.

7. In view of above, you are hereby called upon by this office to respond to the allegations stated in para 2 and observations made at para 5 to show cause within 10 days of receipt of this letter as to why appropriate action should not be taken as per clause 4 of RFP against your non- compliance/breach of RFP & agreement provision by submitting false affidavit Please acknowledge the receipt of this letter.

Yours faithfully,

-sd/-

(K.L. Aggarwal)

Airport Director

B. M Airport, Ranchi”

[emphasis supplied]

10. In order to test as to whether the appellants understood the import and purport of the contents of the show cause notices, it would be appropriate to also examine the reply communicated by the appellants to such show cause notices. The reply dated 01.04.2023 is reproduced hereunder:

“To

01.04.2023

Mr. Mukesh Kumar

DGM (Ops)

For Executive Director (Ops)



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*Airports Authority of India
CHQ, Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi – 110003*

Sub: Reply to .the Show Cause Notice ("SCN") issued by Airports Authority of India ("AAI") vide Letter No. E-184321/0P-120181112023 Operations/129 dated 22.03.2023 for breach of Clause 2.2.1 (f) of RFPs (defined below)

Ref: (i) E-bid invitation no./Tender ID No: 2022_AAI_134074_1 dated 03.11.2022 for Concession of Ground Handling Services at 41 Group D Airports ("RFP I")

(ii) E-bid invitation no./Tender ID No. 2023 AAI 140538 1 dated 05.01.2023 for Concession of Ground Handling Services at 07 Group D Airports ("RFP II")

Dear Sir,

*We, M/s Surya Chetan Aviation Handling Services ("**Surya Chetan**") write to you in reference to the SCN issued by your good office to Surya Chetan as the Lead member of the Consortium comprising of Surya Chetan, M/s Sri Lakshmi Narasimha Swamy Milk Chilling Centre ('Sri Lakshmi') & M/s - Airclub Aviation Private Limited (hereinafter together referred to as "Consortium/Consortium Members") for breach of Clause 2.2.1 (f) of RFP I and RFP II (hereinafter together referred to as the "RFPs") for Concession of Ground Handling Services at Group D Airports.*

By way of the in the SCN, your good office has called upon the Surya Chetan to the allegations in the SCN as to why appropriate action should not be taken as per Clause 4 of the RFPs for the alleged non-compliance/breach of Clause 2.2.1 (f) of the RFPs within 10 days from the receipt thereof. In the above circumstances, to the extent of the allegation against Surya Chetan in the SCN is concerned, we respond, as under:

1. At the outset, it is stated that Surya Chetan is partnership concern which started in the year 2004. It is stated that Surya Chetan has participated for RFPs in relation to Group P Airports as a Consortium wherein Surya Chetan is a Lead Member of the Consortium having 51 % of participation in the Consortium. It is also pertinent to state that the allegations in the SCN are against Airclub Aviation another member of the Consortium having 23% participation

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in the Consortium. It has been alleged by an anonymous and motivated complaint that Airclub Aviation is 3 part of M/s Redbird Airways Private Limited which is a non-scheduled airline operator. As such, Surya Chetan being an independent partnership concern having no direct/indirect interest or relationship with Redbird Airways wishes to proceed to respond only to the extent of the allegation, if any against Surya Chetan pertaining to the RFPs issued for Group D Airports.

2. *We understand that the SCN issued by your good office to Surya Chetan is based upon an anonymous complaint by a disgruntled and motivated competitor of the Consortium Members (who apparently lost the bid for the above stated RFPs) received by AAI. We wish to state that a copy of the complaint was not enclosed with the SCN issued by your good office, and the SCN does not refer to any name, address, email id or any other details of the alleged complainant which indicates that the said complaint was anonymous. In this regard, it is relevant to bring to your kind attention that your good office has approved the AAI Commercial Manual, 2019 ("AAI Manual") containing policies and procedures established by AAI.*

3. *We would like to draw your kind attention to Chapter 7.10 of the said AAI Manual relates to Complaint Handling Mechanism wherein Chapter 7.10- Part B elaborates the protocol to be followed in case of a complaint -in which clause (ii) categorically refers to "Action on Anonymous/Pseudonymous Complaints" which reads as under:*

(ii) Action on Anonymous/Pseudonymous complaints:

a) Complaints sent on email should contain postal address and mobile/telephone number, if any, of the sender. Complaints on email received without this information will be treated as anonymous or pseudonymous and filed. (Refer para 3.4.2(v) of Chapter III of CVC Vigilance Manual, 2017).

b) Anonymous/pseudonymous complaints will be settled/addressed as per para 3.10 of Chapter III of CVC Vigilance Manual, 2017.

4. *As per the AAI Manual, an anonymous/pseudonymous complaint is to be settled/addressed as per para 3.10 of Chapter III of CVC Vigilance Manual, 2017 which has now been updated with the current eve Vigilance Manual, 2021 ("CVC Manual") for disposing and settling Anonymous/Pseudonymous 'Complaints, Chapter 3.10 of the CVC Manual refers to 3 set of instructions and guidelines issued*



by the Department of Personnel and Training (DoPT) and Central Vigilance Commission (CVC) from time to time.

5. We would like to draw your attention to Clauses 3.10.4 and 3.10.5 on the eve Manual Which state that any complaint that does not bear the name and address of the complainant is an anonymous complaint, and any complaint that does not bear the full particulars of the complainant or is unsigned or is not subsequently acknowledged by a complainant as having been made is a pseudonymous complaint. Accordingly, as per the CVC Manual, the complaint received by your good office is an anonymous/pseudonymous complaint and therefore the same should be settled as per the procedure established for such complaints in the eve Manual read with AAI Manual.

6. We wish to highlight that the procedure of handling anonymous and pseudonymous complaints was modified by DoPT OM No. 10417612011- AVD.I dated 18.10.2013. Although the earlier circulars and guidelines issued by DoPT and CVC stated that no action is required to be taken on anonymous/pseudonymous complaints in general, it still provided the option to inquire into such complaints which contained verifiable details. However, the DoPT OM No. 10417612011- AVD./dated18.10.2013 categorically restricted any action from being taken by the departments/ministries/organisations.

7. Accordingly, Clause 3.10.04 and Clause 3.10.5 of the CVC Manual incorporated the DoPT OM No. 104/76/2011-AVD.I dated 18.10.2013 and the said clauses of the CVC Manual are reproduced as under:

“Clause 3.10.4

any complaint that does not bear the name and address of the complainant is an anonymous complaint and no action is to be taken on anonymous complaints by the Ministries/Departments/Organisations, irrespective of the nature of allegations ...”

“Clause 3.10.5

Similarly, no action is to be taken by the Ministries/Departments/Organisations in the case of complaints which are treated as pseudonymous. A complaint that does not bear the full particulars of the complaint or is unsigned or is not subsequently acknowledged by a complainant as having been made is a pseudonymous complaint. Pseudonymous complaints will be referred to the complainant for confirmation/genuineness verification and if no response is received from the complainant within 15 days of sending



the complaint, a reminder will be sent. After waiting for 15 days of sending the reminder, if still no response is received the said complaint may be filed as pseudonymous by the concerned Ministry/Department ...”

8. *We wish to bring to your kind notice that Clause 3.10.6 of the CVC Manual observes that despite strict guidelines of DoPT and CVC, some Departments/Organisations are still taking cognizance of anonymous complaints, and it was stated that such non-compliance of guidelines by the Departments and Authorities shall be viewed strictly by CVC. In this regard, Clause 3.10.6 of CVC Manual is reproduced herein below:*

“The Commission vide Circular No. 98/DSP/09 has reiterated that no action shall be taken on anonymous/pseudonymous complaint by Ministries/Departments/Organisations in the light of the guidelines issued vide DoPT OM No. 104/76/2011-AVD.I dated 18.10.2013. The Commission has observed that some Departments/Organisations are still taking cognizance of anonymous complaints despite strict guidelines of DoPT and CVC. Such non-compliance of guidelines by authorities would be viewed seriously by the Commission.”

9. *In light of the eve Manual read with AAI Manual, it is apparent that AAI should not take any action on the basis of an anonymous/pseudonymous complaint and any action taken by your good office based on the present anonymous complaint would be in contravention of the process adopted to settle the anonymous/pseudonymous complaints by eve Manual and AAI Manual. We therefore wish to submit that AAI should not take any action against Surya Chetan based on the present anonymous complaint by a motivated and disgruntled competitor, irrespective of the nature of the allegation levelled.*

Without prejudice to the preliminary objection that your good office should not take any action on the allegations raised in the present anonymous complaint and withdraw the SCN, we would like to bring to your notice and state that Surya Chetan is not in breach of any of the clauses of the RFPs and have duly complied with the conditions of the RFPs. We understand that incorrect allegations levelled in the SCN at paragraphs 2 and 5 are based on the accusations made by the anonymous complainant, resulting in the issuance of the SCN, and these are listed and summarised hereunder:

(i) *M/s Aircab Aviation Pvt. Ltd (“**Aircab Aviation**”) is the owner and partner of M/s Redbird Airways Private-Limited (“Redbird*



Airways") which is a Non-Scheduled Air carrier having same board of directors same registered address and email id filed in the registrar of companies.

*(ii) For Group B and Group C airports, Aircab Aviation has participated in separate tenders with two other consortium members namely Surya Chetan and one Aurea Aviation Pvt. Ltd ("**Aurea Aviation**").*

(iii) For Group D Tender, which is relevant for the present SCN, Airclub Aviation Pvt. Ltd ("Airclub Aviation") has participated in consortium with Surya Chetan and Sri Laxrni. It has been alleged that Airclub Aviation is also a part of Redbird Airways, which is a non-scheduled airline operator and Airclub Aviation and Redbird Airways are directly linked.

(iv) It has been alleged that Aircab Aviation, Airclub Aviation and Redbird Airways are a directly linked and there is a direct conflict of interest/direct correlation.

(v) It has been alleged that the directors of Airclub Aviation are directly linked with Redbird Airways and have common registered address and email id. The AEP (Airport Entry Pass) of a director of Airclub Aviation is issued in the name of Redbird Airways and the directors of Airclub Aviation and Redbird Airways are close relatives of each other.

(vi) The SCN based on the anonymous complaint alleges that the Consortium Members are in breach of Clause 2.2.1 (f) of the RFPs since there appears to be direct correlation among directors of Airclub Aviation, Aircab Aviation and Redbird Airways and a direct conflict of interest as per the conditions of RFP since Redbird Airways is listed as a non-scheduled airline operator. It has also been alleged that the Consortium has provided false information for participation in the RFPs.

10. Before proceeding to respond to the allegations stated in the anonymous complaint, we wish to highlight that AAI has issued separate tenders inviting E-Bid for Concession for Ground Handling Services at AAI Airports against different categories of airports under Group B-2, Group B-3, Group C, Group D and Group D- Civil Enclaves respectively, with each tender having different terms & conditions varying in technical, financial and turnover capacities of bidders, permitting them to form a consortium or a group having maximum three entities. In the above circumstances, we wish to



respond only to the extent of the allegation against Surya Chetan, if any in the SCN as under:

11. We wish to state that the allegations levelled in the anonymous complaint made by the motivated and disgruntled competitor must be strictly tested in accordance with the terms of the RFPs. Having stated the above, we wish to highlight the relevant clauses of the RFPs and respond to the specific allegations levelled in the SCN to the Consortium for Group D Airports.

12. It may be pointed out that the allegation in the SCN in Paragraph 3 is that the Consortium has apparently breached Clause 2.2.1 (f) of the RFP. To constitute a breach under the said clause, the Bidder (in this case the Consortium Members which includes Surya Chetan) has to either be:

- (1) a scheduled or/and non-scheduled air carrier; or
- (2) any entity in which a scheduled air carrier or a non-scheduled air carrier or its promoter directly or indirectly holds any interest; or
- 3) an Associate of a Scheduled air carrier.

13. It is a matter of fact that Bidder i.e., the Consortium wherein Surya Chetan is one of the members of the Consortium, is not a scheduled or/a non-scheduled air carrier. It is pertinent to note that Surya Chetan is neither a scheduled nor a non-scheduled air carrier and therefore the present clause is not attracted.

14. In so far as the second test under Clause 2.2.1 (f) is concerned, which states that Bidder shall any entity in which a scheduled air carrier or a non-scheduled air carrier or its promoter directly or indirectly holds any interest. It is necessary to assess the meaning of the word 'promoter', which AAI has clarified that Promoter shall mean-

"The promoter shall mean majority/equity investor in scheduled or/ and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier holds directly or indirectly any equity interest."

15. From the reading of the above, it is stated that in the present case, the Promoter of non-scheduled air carrier (Redbird Airways) does not hold any interest either directly or indirectly in Surya Chetan. As such, it can be concluded that Redbirds Airways which is a Non-scheduled air-carrier, or its promoter do not hold any interest in Surya Chetan either directly or indirectly



16. In so far as the third criteria i.e., Associate of a Scheduled air carrier is concerned, the same is not at all attracted in the present case as it only restricts to the Associate of a Scheduled Air Carrier and the allegations in the SCN pertain to Redbird Airways which is a non-Scheduled Air Carrier.

17. The SCN based on the accusations of the anonymous complaint by a disgruntled and motivated competitor in paragraph 4 states that the Consortium Members had allegedly submitted false Affidavit in terms of Appendix 6 of the RFPs, as the Consortium Members have given a false declaration. In this regard, it is submitted that Surya Chetan has not submitted any false declaration and undertaking in their affidavits as per Appendix 6, which are reaffirmed as true and correct, and the paragraph 9 of which is reproduced as under:

"We declare that we, any Member of the Consortium and any of our/their Affiliates does not have any Ownership Interest in any of a scheduled or/and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier."

18. It is a matter of fact that Surya Chetan does not have any Ownership Interest in (a) any of a scheduled or/and non-scheduled air carrier; or (b) any entity in which a scheduled air carrier or a non-scheduled air carrier or its promoter directly or indirectly holds any interest; or (c) an Associate of a Scheduled air carrier.

19. In view of the above, it is submitted that Surya Chetan has not given any false information at the time of bidding and has not violated any of terms and conditions of the RFPs. It is submitted that the undertaking and declaration made by Surya Chetan in Appendix 6 at the time of the submission of the bids for the RFPs is correct. It is pertinent to mention here that Surya Chetan has not engaged any agency either directly or indirectly in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and not influenced any person connected with the bidding process or misrepresented / omission of facts or suppression of facts while participation in the bidding. Thus, the accusation in the anonymous complaint for breach of Clause 2.2.1 (f) amounting to "Fraud and Corrupt Practices" as Clause 4 of the RFP is entirely false and baseless and should be rejected by your good office at the outset.



20. *We, therefore, reiterate that as alleged, Redbird Airways or its promoters have no direct or indirect interest in Surya Chelan or the members of the Consortium as per the terms of the RFPs.*

21. *In view of the above submissions made by us, the anonymous complaint received by your good office against the members of the Consortium including Surya Chetan, appears to be from a motivated and resentful competitor harbouring malicious intent towards the members of the Consortium Including Surya Chelan and has misled your good office into issuing the present SCN with the sole intent to stall the tendering process. We wish to bring to your kind notice that the issuance of SCN by your good office based on the anonymous complaint by a motivated and resentful competitor is maligning and hampering the image of Surya Chetan and other members of the Consortium, thereby adversely impacting our business and future opportunities.*

22. *Please provide us an opportunity of personal hearing at your good office for explanation and/or any give clarification with regard to the submissions made in the present reply to best of our knowledge and your satisfaction.*

23. *Based on the submissions made herein above, we humbly request your good office to withdraw the SCN dropping any further action against Surya Chetan and the Consortium so that we can proceed with the further necessary steps and actions in relation to the Group-D Airports for which the Consortium is the successful bidder.*

Thanking and obliged in anticipation.

With Regards

For M/s Surya Chetan Aviation Handling Services,

-sd/-

V.S. Reddy

Managing Partner”

[emphasis supplied on paragraph 19]

11. On facts, when the show cause notices as well as the reply thereto is examined, it is apparent that the appellants were under no misunderstanding or delusion about, not only the imputations but also the penalty sought to be levied. The clarity with which the appellants have issued parawise reply brooks no ambiguity regarding their clear understanding of the charges



levelled against them. Moreover, paragraph 19 of the reply tendered by appellants clearly discloses and betrays the manifest understanding of the consequences of the action proposed by the AAI. We are very clear on that. At this juncture, it would be relevant to consider a significant issue arising in the writ petition filed by M/s Aurea Aviation Private Limited which is referred to in the paragraph dealing with the writ filed by it. The aspect that gathers significance is that the appellant M/s Surya Chetan Aviation Handling was a Consortium partner with M/s Aurea Aviation Private Limited and M/s Airclub Aviation Private Limited in respect of Group C Airports, arising out of the RFP dated 15.04.2020, and not only were show cause notices for violation of clause 2.2.1 (f) read with clause 4 of the RFP issued, but the Concession Agreement executed by the Consortium with the AAI itself was cancelled/terminated by AAI. If that be so, the question or the issue as to whether the appellant was made aware of the penalty proposed to be imposed by the AAI in the show cause notice forming subject matter of the underlying writ petitions, does not arise. In view of our finding on facts, the ratio in *UMC Technologies (supra)* would clearly not rescue the appellants. Thus, this contention too is unpersuasive and unmerited.

12. The formidable contention, according to the appellants, is in respect of the shareholding pattern, and the lack of conflict of interest between the appellants and the M/s Redbird Airways Pvt. Ltd. According to the appellants, this misreading or misunderstanding of the factual position led the AAI to issue the show cause notices without any merit.

13. We have perused the show cause notices as well as the replies thereto



submitted by the appellants, in particular M/s Surya Chetan Aviation Handling. It is significant to note that in the reply tendered, the appellant has evaded the actual charges levelled against the member of the consortium, and has sidelined the issue, while the allegation in the show cause notice pertained only to the violation of clause 2.2.1(f) read with clause 4 of the Request for Proposal. Moreover, even the other appellants were unable to provide any satisfactory response to the imputations.

14. It is only after examining the matter on merits that the learned Single Judge in paragraph 32 has concluded as under:

“32. The admitted facts, that the three companies in question, i.e. M/s Redbird Aviation, M/s Airclub Aviation, and M/s Aircab Aviation have the same official address, email address, and have also had their last AGM on the same day plants a seed of suspicion as to the relation between the three entities which is made worse only seeing their directors and shareholding patterns. The Share holding pattern of all the three companies reads as under:

Shareholding Pattern for the Companies in questions:

1) Aircab Aviation Pvt Ltd

a. Mr. Akshay Kumar, Promotor : 99% Shares

b. Ms. Kajal Kumari, Director : 1% Shares

2) Redbird Aviation Pvt Ltd

a. Aircab Aviation Pvt Ltd : 97.34% Shares

b. Akshay Kumar, Director : 2.24% Shares

c. Ms. Kajal Kumari, Director : 0.42% Shares

3) Airclub Aviation Pvt Ltd

a. Ms. Abhilash Singh, Director : 99% Shares

b. Mr. Robin Singh, Director : 1% Shares

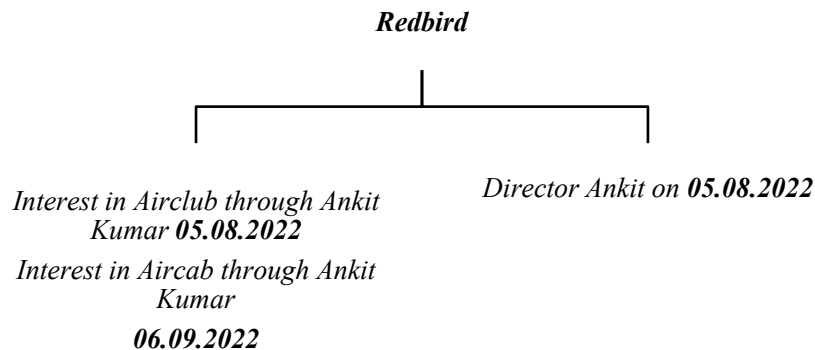
Robin Singh is the brother-in-law of Akshay Kumar as Akshay Kumar has married Kajal Kumari who is the sister of Robin Singh.”

15. This finding has not been denied by the appellants. The only contention being that the appellants are small start up aviation companies, and as a cost cutting measure they had rented out premises commonly near the Airport to avoid high rentals. Regarding the contention of the AAI that



all three appellants have conducted their last AGM meeting on the same date, and also have the same e-mail addresses, learned counsel had sought to canvass that all the three companies have the common Company Secretary, and as a matter of convenience, the AGM was called on the same date. This was disbelieved by the learned Single Judge in paragraph 32 of the impugned judgment, which has been extracted above. That needle of suspicion has not been dispelled by the appellants even before us. The shareholding pattern observed and noted in paragraph 32 of the impugned order coupled with the evasive replies in response to the charges imputed by AAI in the show cause notices, leaves no doubt that the contention in this regard has no merit at all. This is further clear from the show cause notice and the reply reproduced hereinabove in the preceding paragraphs, which need not be reproduced yet again.

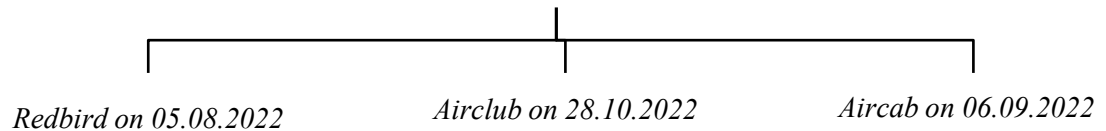
16. At this juncture, it may be appropriate to also reproduce the flow chart handed over by the counsel for the AAI in Court during the hearing. The same is extracted hereunder:



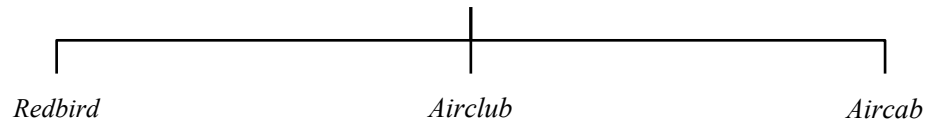
Admittedly, Ankit Kumar is not an independent Director in any of the companies



Ankit Kumar (Director in all three companies after submission of bid and execution of Concession Agreements in GROUP C Airports) Submitted false affidavit.



Common address used by all three companies



Thus, the contention regarding lack of conflict of interest too is unmerited, and is rejected.

17. Before proceeding further, this Court deems it appropriate to deal with the submissions advanced by the learned counsel for the appellant in LPA No.892/2025 filed by M/s Aurea Aviation Private Limited.

18. Learned counsel would submit that the action taken by the AAI in debarring the appellant from participating in the tender in question is unreasonable and suffers from gross non-application of mind. He would further submit that in the show cause notice dated 12.09.2023 issued by the AAI, it has stated that the current bid of the appellant was evaluated on the basis of events arising out of the previous tender for Group 'C' airports, wherein the Concession Agreement executed in favour of the Consortium of which the appellant was a Member, was cancelled for alleged violation of clause 2.2.1(f) and clause 4 of the RFP. He further contended that the



said show cause notice was issued to the appellant without the opportunity of being heard and thereby is violative of the principles of Natural Justice.

19. At this juncture, it would be apposite to examine the contents of the show cause notice dated 12.09.2023, as well as the reply dated 21.09.2023 addressed to the AAI by the appellant, which are extracted hereunder:

Show Cause Notice dated 12.09.2023

“

AIRPORT AUTHORITY OF INDIA

No. E-184321/OP-12018/1/2023-Operations/266

Date: 12.09.2023

Without Prejudice

To,

M/s Aurea Aviation Pvt. Ltd.

E-103, Krishna Gokul Garden CGS Limited,

Thakur Complex, Kandivali East,

Mumbai, Maharastra-400101

Subject: Show Cause Notice for Group ‘D’ Airports on accounts of breach of Clause 2.2.1(f) of RFP by consortium members concerning Concession of Ground Handling Services in Group ‘C’ Airports

Ref:

1. E-bid Invitation No.: 2020_AAI_46811_1 dated 15.04.2020 and 2022_AAI_13074_1 dated 03.11.2022 for Concession of Ground handling Services at Group ‘C’ and Group ‘D’ Airports respectively.

2. Ranchi Airport LOIA No.-AAI/OPS/GHS/16/C/2020/312 dated 11.09.2021, Dehradun Airport LOIA No.-AAI/OPS/GHS/16/C/2020/317 dated 11.09.2021, Vadodara Airport LOIA No.AAI/OPS/GHS/16/C/2020/318 dated 11.09.2021, Bhopal Airport LOIA No.AAI/OPS/GHS/16/C/2020/319 dated 11.09.2021 & Vijayawada Airport LOIA No.AAI/OPS/GHS/16/C/2020/320 dated 11.09.2021.

3. Your technical bid for Tender ID: 2020_AAI_46811_1 opened on 02.09.2020 and financial bid opened on 28.01.2021, through CPP portal & technical bid for Tender ID: 2022_AAI_134074_1 opened on



12.12.2022 and financial bid opened on 12.01.2013 through CPP portal.

4. Show Cause Notices issued to M/s Aurea Aviation Pvt. Ltd. by Group C Airports - Ranchi, Dehradun, Vadodara, Bhopal & Vijayawada airports dated 23.03.2023, 03.04.2023, 06.04.2023, 06.04.2023 & 05.04.2023 respectively (Copy enclosed)

5. Replies of M/s Aurea Aviation Pvt. Ltd. to the Show Cause Notices for Group 'C' Airports (Copy enclosed)

6. Personal hearing on the matter was held at 1130 Hrs. on 26.04.2023 in the O/o ED (Operations).

7. Letters dated 06.06.2023, 08.06.2023, 14.06.2023, 15.06.2023 and 27.06.2023 issued by Ranchi, Dehradun, Bhopal, Vadodara and Vijayawada Airports intimating initiation of termination of concession agreements and declaring the consortium members ineligible for participation in AAI tenders for 3 years. (Copy enclosed)

8. Letters dated 27.07.2023, 28.07.2023, 27.07.2023, 21.07.2023 & 03.08.2023 issued to respective SPVs by Ranchi, Dehradun, Bhopal, Vadodara and Vijayawada Airports terminating the concerned concession agreements for ground handling services (Copy enclosed)

Dear Sir,

This is with reference to breach/violation of Clause 2.2.1(f) of RFP (Tender Id: 2020_AAI_46811_1 dated 15.04.2020 floated by AAI for Group C Airports) and submission of false Appendix 6 Affidavit by you and your consortium members, M/s Airclub Aviation Pvt. Ltd. and M/s Surya Chetan Aviation Handling Services in response to the said tender, resulting in termination of the concession agreements at Ranchi, Dehradun, Bhopal, Vadodara and Vijayawada Airports by AAI vide letters under Reference 8 above.

2. The said termination of the concession agreements was effected by AAI under Clause 4 of aforesaid RFP ("Fraud and Corrupt practices") upon issuing Show Cause Notice under Reference 4, examination of replies under Reference 5, upon giving personal hearing under Reference 6 and upon findings of AAI detailed in each of the letters under Reference 7.

3. The findings of AAI detailed in the letters under Reference 7 are produced below:



(i) *The consortium of M/s Surya Chetan Aviation Handling Services, M/s Aurea Aviation Pvt. Ltd. and M/s Airclub Aviation Pvt. Ltd. failed to clarify that M/s Airclub Aviation Pvt. Ltd. do not have any interest in the non-scheduled air carrier i.e. M/s Redbird Airways Pvt. Ltd.*

(ii) *As per the documents downloaded from the website of the Ministry of Corporate Affairs, there exists a direct conflict of interest between M/s Aircab Aviation Pvt. Ltd. & M/s Redbird Airways Pvt. Ltd. by having direct ownership interest in M/s Redbird Airways Pvt. Ltd. through common directors i.e. Ms. Kajal Kumari & Mr. Ankit Kumar. Further, there exists an indirect conflict of interest with regard to M/s Airclub Aviation Pvt. Ltd. & M/s Redbird Airways Pvt. Ltd as registered addresses of these 3 companies i.e. M/s Airclub Aviation Pvt. Ltd., M/s Aircab Aviation Pvt. Ltd. & M/s Redbird Airways Pvt. Ltd are the same and as per company master data, all 3 companies have conducted their last AGMs on the same date. Also, email Ids in case of M/s Airclub Aviation Private Limited & M/s Aircab Aviation Private Limited are the same. It is evident from the 06 numbers Form No. DIR-12 available with AAI that Ms. Sarita Bhardwaj had been one of the directors in all the 3 firms i.e. M/s Airclub Aviation Pvt. Ltd., M/s Aircab Aviation Pvt. Ltd. & M/s Redbird Airways Pvt. Ltd. and also Mr. Ankit Kumar acted as director of M/s Aircab Aviation Pvt. Ltd., M/s Airclub Aviation Pvt. Ltd. and M/s Redbird Airways Pvt. Ltd. at different points of time. This clearly shows that all 3 companies are related parties.*

(iii) *On examining the certificates of incorporation issued by Ministry of Corporate Affairs in respect of SPVs formed at 05 group C airports, it has been observed that the name **Aircab** has been used for formation whereas M/s Airclub Aviation Pvt. Ltd. was member of consortium at 05 group C airports not M/s Aircab. As per company master data of all 05 SPVs of Group C Airports, the email ID i.e.spvascaghs@gmail.com is also common. On examination of security clearances issued by BCAS, it has been observed that Mr. Ankit Kumar (DIN no. 08803682) (Director in M/s Redbird Airways & M/s Aircab Aviation) was a director in SPVs formed at 05 group C airports. Also, as per Memorandum of Association (MOA) for the SPVs at 05 group C airports, Shri Ankit Kumar was holding 23% shares in the SPV on behalf of M/s Airclub at the time of signing of concession agreement at the airports and later withdrawn from the SPV without seeking prior approval of Authority as per clause 8.1(1) of the concession agreement thereby violated the agreement. This further proves that all 3 companies are related parties.*



(iv) *The consortium members M/s Surya Chetan Aviation Handling Services, M/s Aurea Aviation Pvt. Ltd. and M/s Airclub Aviation Pvt. Ltd. submitted their affidavit as per Appendix-6 despite the conflict of interest in respect of M/s Airclub Aviation Pvt. Ltd. as elaborated at 3 (ii) & (iii) above. Therefore, all the three consortium members are liable for furnishing false affidavits along with their bids and their participation in the tender process is illegal and their bids are in violation of the express conditions laid down in the RFP.*

(v) *It is found that bids of the consortium of M/s Surya Chetan Aviation Handling Services, M/s "Aurea Aviation Pvt. Ltd. & M/s Airclub Aviation Private Limited are in violation of RFP clause 2.2.1 (f) and liable for furnishing false affidavits along with their bids attracting action under Clause 4 (Fraud and Corrupt practices") of the RFP for engaging in fraudulent and undesirable practice.*

Now that the concession agreements at aforesaid Group C Airports stand terminated by AAI under Clause 4 of concerned RFP ("Fraud and Corrupt practices"), your bid in the tender (tender Id: 2022_AAI_134074_1 dated 03.11.2022) for 03 Group D Airports - Diu, Gondia & Kandla Airports along with Appendix 6 Affidavit submitted by you along with bid appears to be vitiated in view of clause 4 of RFP.

Hence, your bid for 03 Group D Airports - Diu, Gondia & Kandla Airports is liable for rejection and you are liable for any other action in terms of the RFP conditions of the tender Id: 2022_AAI_134074_1 dated 03.11.2022. Accordingly, you are called upon to show cause within 10 days as to:

- *Why your Bid for 03 Group D Airports - Diu, Gandia & Kandla Airports is not liable for rejection.*
- *Why your Bid Security deposited for tender Id: 2022_AAI_134074_1 dated 03.11.2022 is not liable to be forfeited in terms of RFP conditions thereof.*
- *Why you should not be made ineligible to participate in any tender or RFP issued by AAI for a period of 03 (three) years.*

Please acknowledge the receipt of this letter

Yours faithfully

--sd--

(Mukesh Kumar)

DGM (Ops)

For Executive Director (Ops)



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Enclosures: AS indicated in the list of references”

[emphasis supplied]

Reply dated 21.09.2023

“To

Date 21.09.2023

The Executive Director (Ops)
Airport Authority of India,
New Delhi

Sub: Reply to the Show Cause notice (“SCN”) for Group D Airports vide letter No. E- E-184321/OP-12018/1/2023-operations/266 dated 12.09.2023 concerning Concession of Ground Handling Services in Group C airports – reg

Dear Sir,

We, M/s Aurea Aviation Private Limited (“Aurea”) submit the following reply to the aforesaid SCN.

1. We are surprised to note from the subject of the SCN, that the Authority seeks to show cause as to why:

i) our bids as a single bidder for 03 Group D airports - Diu, Gandia & Kandla submitted in response to RFP Tender Id no 2022_AAI- 134074_1 dated 03.11.2022 is not liable for rejection:

ii) Bid security is not liable to be forfeited;

iii) We should not be made ineligible to participate in any tender or RFP issued by AAI for a period of 3 years-

Apparently and only because Concession Agreements in respect of Group C airports of Ranchi, Dehradun, Bhopal, Vadodara & Vijayawada and executed by a distinct and separate Consortium pursuant to another RFP Tender Id no 2022_AAI-46811_1 dated 15.04.2020 were terminated for an alleged breach of clause 2.2.1(f) of that Tender.

2. Aurea is not a scheduled or/a non- scheduled air carrier. Aurea is not an entity in which any scheduled air carrier or a non-scheduled air carrier or its **promoter** directly or indirectly holds any interest. The Authority itself had clarified the meaning of promoter and interest in clause 2.2.1(f) by way of corrigendum as -

“The promoter shall mean majority equity investor in scheduled or/ and non-scheduled air carrier or any entity in which a scheduled air carrier or a non-scheduled carrier holds directly or

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indirectly any equity interest.”

Further Aurea is not an associate of a scheduled air carrier. As far as the 3 Group D airports of Diu, Gandia & Kandla are concerned, Aurea has bid as a distinct and single bidder with no affiliates or associates. We submit that M/s Aurea Aviation Pvt Ltd is also not in breach of Clause 2.2.1(f) of the RFP Tender Id no 2022_AAI-134074_1 dated 03.11.2022 and confirmed to all terms and conditions of the RFP on the date of bid submission i.e 02.12.2022 and till date. Therefore the Affidavit submitted in Appendix 6 at the time of bid submission has declared true fact situation and has not suppressed or misrepresented any material fact.

3. The Authority alleges breach of Clause-4 of RFP as a consequence of the alleged breach of clause 2.2.1(f) and as explained above, when there is no breach of Clause 2.2.1(f) of RFP Tender Id no 2022_AAI-134074_1 dated 03.11.2022, consequently there is no breach of Clause 4- Fraud and corrupt practice by Aurea.

4. The Authority is a significant arm of the Government entrusted with administration and management of Civil Aviation and Airports and is expected by the Citizenry to be just, fair and reasonable in its dealings with public especially in matters of Commerce and contracts. Being in a monopolistic position of owning, managing airports all across the country, the Authority has a legal duty to take due care and objective analysis of facts in its decisions and cannot behave in a whimsical, arbitrary and biased manner especially when such decisions have far reaching civil and commercial consequences.

5. The SCN displays a pre-determined mindset to harm Aurea as it already records its findings before any reply is filed. It lists as reference not to a single information/documents filed in relation to the particular Tender Id in question for three Group D airports and transposes the finding in extraneous matters relating to other Group C airports.

6. Aurea once again humbly submits that it is not in breach of any terms and conditions of RFP Tender Id no 2022_AAI-134074_1 dated 03.11.2022 and the Authority are not objectively assessing the records and information referenced. Authorities are travelling beyond the RFP terms and conditions and relying on new terms and conditions like similar email addresses, same day AGMS, same address, Company act filings which not only did not find any mention in the RFP but also are irrelevant for the purpose of evaluation of bids. The Authority are not following their own AAI Manual on Procurement of



Goods and Services, Chapter 7 which clearly obligates them to evaluate the tender strictly as per terms and conditions specified in the Tender and not any extraneous matter not specified and not brought to the knowledge of the bidders during and before the finalization of bidding process. The Authority is also ignoring the basis ethos of the tender that the bid unit is an Airport where bidders can bid for one or many airports and conflict of interest will have to be defined in terms of each airport.

7. None of the parties M/s Redbirds Airways nor Air Cab Aviation nor Airclub Aviation has bid for the 3 airports under RFP Tender Id no 2022_AA1-134074_1 dated 03.11.2022 for which Aurea has submitted bids and declared H1.

8. Aurea submits that the Authority is not only causing Civil death of Aurea but is biased and vindictive and is in the process of overkill. The Authority has already debarred Aurea in Group C airport bids illegally and arbitrarily and have misappropriated substantial bid security/security deposits, snatched away assured GHS business of 10 years by cancelling Concession agreements, withholding Issuance of LoiAs in case of H1 bids etc. How can one debar/blacklist an entity already debarred? This shows a chronic egregious non application of mind, vindictiveness, mala fide.

9. As a guardian of Government largesse, Authority has a duty to do justice in its administrative but quasi-judicial decisions and follow the Hon'ble apex courts directions that attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade authorities to undo their otherwise right actions should be resisted.

10. In view of the above submissions, Aurea humbly requests the Authority to objectively evaluate the baseless complaint received in case of Group B & C airports, strictly in terms of the RFP terms and conditions, refrain from drawing wrong, misplaced and misguided conclusions and mis-applying them to inapplicable cases in a biased, illegal and prejudicial manner in violation of Article 14, 16, 19(1)(g) and 21 of the Constitution of India. Aurea requests that the Authority would surely do justice and withdraw the SCN dated 12.09.2023.

11. Aurea requests a personal hearing in the matter before any adverse action is taken and requests the Authority to kindly specify the nature of breach and the terms of RFP which they vitiate so that Aurea is able to explain them satisfactorily.



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*Thanking and obliged in anticipation.
With Regards
For Aurea Aviation Private Limited*

*--Sd--
(Rajesh Sahu) Director
For M/s by Aurea Aviation Private Limited"*

[emphasis supplied]

20. It is apparent that, predicated on the above show cause notice and the reply received thereto, the AAI had rejected the bid of the appellant *qua* the subject RFP *vide* order dated 18.10.2023. The ground stated in the show cause notice was predicated on the penal action of cancellation of the Concession Agreement entered into with AAI for the airports forming the Group C Airports. This action was taken as per clause 4 of the RFP in the previous tender for violating clause 2.2.1(f) of the RFP and for submitting false affidavit. Ostensibly, the action under challenge has been undertaken to maintain highest standards. Though, in respect of the subject RFP, the appellant may have submitted its bid as a lone entity, however, the tendering authority is not barred from considering the antecedents of a bidder in the past, that too in respect of violation of clause 2.2.1(f) and clause 4 of the previous RFP. The credibility of a bidder cannot be compartmentalised in the manner suggested by the appellant. Thus, nothing turns on this contention and the same is unmerited.

21. That apart, we find that the reply has been considered by the AAI, and there appears to be no infirmity in the application of principles of Natural Justice. In any case, a constitutional Court exercising powers of judicial review is purely concerned with the “*decision making process*” rather than the “*decision*” itself. The learned Single Judge was satisfied

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with this aspect of the matter and rightly so.

22. Since this Court has analysed the appeals on merits, the ratio laid down by the various judgments relied upon by the parties may not be required to be gone into.

23. In view of our examination of the facts and the law referred to by the parties, we are unable to find any merit in the appeals. Consequently, all the appeals are dismissed alongwith pending applications, if any, though without any order as to costs.

**TUSHAR RAO GEDELA
(JUDGE)**

**DEVENDRA KUMAR UPADHYAYA
(CHIEF JUSTICE)**

DECEMBER 24, 2025/rl

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