

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 702 OF 2026

HLV Limited	..Petitioner
Versus	
Airports Authority of India	...Respondent

WRIT PETITION NO. 703 OF 2026

HLV Limited	..Petitioner
Versus	
Airports Authority of India	...Respondent

WRIT PETITION NO. 704 OF 2026

HLV Limited	..Petitioner
Versus	
Airports Authority of India	...Respondent

WRIT PETITION NO. 705 OF 2026

HLV Limited	..Petitioner
Versus	
Airports Authority of India	...Respondent

Mr. Janak Dwarkadas, Senior Advocate, with Sharan Jagtiani, Senior Advocate, Shradha Achliya, Vishal Narichania, A Mehta, Sarah Navodia, Rupal Dugar, Drishti Mehta, i/b Cyril Amarchand Mangaldas, for the Petitioner in All Petitions.

Mr. Pravin Samdani, Senior Advocate, with Aditya Miskita, i/b Ajay Khaire & T Bafna, for Respondent (AAI) in all Petitions.

Mr. Satyajit Swadi and Mr. Umesh Dombe, Authorised representative present in Court.

CORAM: N. J. JAMADAR, J.

DATE : 16th JANUARY 2026

ORDER:

ARS

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1. Heard Mr. Janak Dwarkadas, the learned Senior Advocate for the Petitioner, and Mr. Pravin Samdani, the learned Senior Advocate for the Respondent.
2. These Petitions arise out of the proceedings initiated by Airports Authority of India-the Respondent under Chapter V-A of the Airports Authority of India Act, 1994 (AAI Act, 1994) for eviction of the Petitioner from two parcels of leased AAI premises.
3. Writ Petition Nos. 702 of 2026 and 703 of 2026 pertain to 18000 sq mtrs land leased to the Petitioner under the Lease Deeds dated 19th October 1983 and 22nd November 1983; the termination of which led to in E.O. Case No. 41/41A of 2017.
4. Writ Petition Nos. 704 of 2026 and 705 of 2026 pertain to 11000 sq mtr land, leased under the Lease Deed dated 7th February 1996, the termination of which led to E.O. Case No. 42/42A of 2017.
5. Though issue of termination of lease has led to multiple proceedings before this Court, the Supreme Court, and the learned Arbitrator appointed by the orders passed by this Court in Arbitration Appeal (Stamp) No. 12153 of 2021 and the connected matters, yet, the challenge in these Petitions revolves around the propriety of continuation of the eviction proceedings before the Eviction Officer.
6. As the order passed by this Court in Arbitration Appeal (Stamp) No. 12153 of 2021 and connected matters dated 9th June 2025, carves

out the contours of the dispute to be determined by the Eviction Officer and the learned Arbitrator and the said order has been affirmed by the Supreme Court, it may be apposite to extract the relevant direction to have a clear appreciation of the controversy sought to be raised in these Petitions.

“66.

a)

... ..

l) All disputes and differences other than those relating to eviction and recovery of lease rentals are amenable to arbitration. Considering that this component of the disputes are covered by the arbitration agreement in existence, no useful purpose would be served by keeping the Section 11 Applications pending and alive. In these circumstances, such components of disputes and differences (other than eviction and related dues) are hereby referred to arbitration by Justice (Retd.) Sanjay V. Gangapurwala, former Chief Justice of Madras High Court and this Court. The parties shall approach the Learned Arbitral Tribunal within a period of one week of the upload of this judgment on the website of this Court to take instructions on how to proceed further in the matter; and”

7. The thrust of the submission of Mr. Dwarkadas was that in view of the settlement arrived at between the Petitioner and the Respondent, which is evidenced by the communication dated 3rd October 2024 addressed on behalf of the General Manager of the Respondent to the

Regional Executive Director (WR) AAI, CSI, Mumbai (Exhibit J, page 593 in Writ Petition No. 702 of 2026); of which the Petitioner had no knowledge, the proceedings before the Eviction Officer became otiose.

8. Mr. Dwarkadas would urge that, the existence of such a communication, which substantially records the settlement arrived at between the parties, came to the knowledge of the Petitioner only after it was provided inspection of the documents. Therefore, the Petitioner has filed Applications for termination of the eviction proceedings, applications seeking adjudication of the settlement application and jurisdictional challenge to the proceedings before the Eviction Officer as a preliminary issue and also applications raising the ground of maintainability of the proceedings before the Eviction Officer.

9. By the order impugned in the Writ Petition No. 702 of 2026, the Eviction Officer rejected the prayer to terminate the proceedings observing that there was neither settlement nor revocation of the termination of lease.

10. The Eviction Officer was also persuaded to reject the applications for determination of jurisdictional challenge as a preliminary issue observing that since the proceedings have reached an advance stage as the evidence in the proceedings has been recorded, the prayer for determination of the issue of settlement and jurisdictional challenge as a preliminary issue was not sustainable. The objection to the

maintainability of the proceeding before the Eviction Officer was deferred to be adjudicated along with the main application. Thus, the order dated 1st January 2026 is impugned in Writ Petition No. 703 of 2026.

11. There is an identical challenge in Writ Petition Nos. 704 of 2026 and 705 of 2026, in respect of the leased AAI premises admeasuring 11000 sq mtrs.

12. Mr. Dwarkadas would urge, the Eviction Officer grossly erred in holding that the above referred communication dated 3rd October 2024, being an internal correspondence, cannot be relied on. Mr. Dwarkadas further submitted that, the Petitioner is ready and willing to comply with the terms and conditions of the settlement as recorded in the letter dated 3rd October 2024. The terms of the settlement imply that the lease has been renewed. Consequently, the continuation of the eviction proceedings before the Eviction Officer is wholly unwarranted.

13. In opposition to this, Mr. Samdani, the learned Senior Advocate for the Respondent, submitted that the Petitioner has been resorting to various litigative strategies to delay the inevitable. Mr. Samdani submitted that, both the leases have been duly terminated and, yet, the Petitioner has been holding on to the AAI premises unauthorisedly.

14. Mr. Samdani invited the attention to the Court to the observations of the learned Single Judge in the order dated 9th June 2025 passed in

Arbitration Appeal (Stamp) No. 12153 of 2021, which delve upon the the conduct of the Petitioner. Mr. Samdani submitted that the Applications before the Eviction Officer were the links in the chain of litigative strategies adopted by the Petitioner to derail the eviction proceedings.

15. Mr. Samdani laid emphasis on the order dated 21st July 2025 passed by the Supreme Court in SLP (C) No. 17350-17351 of 2025, whereby the Supreme Court has kept all the submissions open for both sides, to be canvassed before the Authority concerned and explicitly observed that, ultimately, if any adverse order is passed by the Authority under the AAI Act, 1994, same is appealable. Therefore, at this stage, no interference is warranted in the impugned orders which are interlocutory in nature, submitted Mr. Samdani.

16. Having heard the learned Senior Advocates for the parties, this Court is of the view that the proceedings before the Eviction Officer cannot be interdicted at this stage. As noted above, the direction passed by this Court in Arbitration Appeal (Stamp) No. 12153 of 2021 upholding the jurisdiction of the Eviction Officer, in relation to eviction and recovery of lease rentals, has attained finality. It cannot be said that the Eviction Officer is exercising the jurisdiction which is not vested in him. The orders passed by the Eviction Officer cannot be said to be beyond his jurisdictional competence.

17. While exercising writ jurisdiction under Article 227 of the Constitution of India, this Court cannot interdict the proceedings before the Competent Authority unless the orders are in transgression of the jurisdictional limits, utterly perverse or cause irretrievable injustice to a party.

18. A useful reference in this context can be made to the Constitution Bench judgment of the Supreme Court in the case of **Rajendra Diwan Vs Pradeep Kumar Ranibala and Anr**,¹ wherein the limits of the supervisory jurisdiction were expounded as under:

“85. The power of superintendence conferred by Article 227 is, however, supervisory and not appellate. It is settled law that this power of judicial superintendence must be exercised sparingly, to keep subordinate courts and tribunals within the limits of their authority. When a Tribunal has acted within its jurisdiction, the High Court does not interfere in exercise of its extraordinary writ jurisdiction unless there is grave miscarriage of justice or flagrant violation of law. Jurisdiction under Article 227 cannot be exercised “in the cloak of an appeal in disguise”.

86. In exercise of its extraordinary power of superintendence and/or judicial review under Articles 226 and 227 of the Constitution of India, the High Courts restrict interference to cases of patent error of law which go to the root of the decision; perversity; arbitrariness and/or unreasonableness; violation of

¹ (2019) 20 SCC 143.

principles of natural justice, lack of jurisdiction and usurpation of powers. The High Court does not re-assess or re-analyze the evidence and/or materials on record. Whether the High Court would exercise its writ jurisdiction to test a decision of the Rent Control Tribunal would depend on the facts and circumstances of the case. The writ jurisdiction of the High Court cannot be converted into an alternative appellate forum, just because there is no other provision of appeal in the eye of law.”

19. In the case at hand, the question as to whether the letter dated 3rd October 2024 conclusively establishes the factum of settlement between the Petitioner and Respondent is a matter to be adjudicated. At best, the issue is debatable. Whether a conclusive settlement was arrived at, whether the parties have complied with the conditions of the settlement and performed their reciprocal promises, and whether the Respondent can be said to have thereby revoked the termination of leases and granted renewal of leases, are all matters which the Eviction Officer could not have determined at an interlocutory stage. To put in other words, the questions whether the communication dated 3rd October 2024 constitutes waiver of the termination of lease and renewal of the lease and, consequently, the possession of the Petitioner cannot be termed as unauthorised, are the matters to be decided by the Eviction Officer.

20. The Eviction Officer was, therefore, justified in declining to terminate the proceedings and deferring the issue of maintainability of eviction proceedings to the stage of final adjudication. However, the Eviction Officer could not have observed, at that stage, that there was neither settlement nor revocation of termination. As the question of maintainability of eviction proceedings is inextricably intermingled with the contention of the Petitioner that, on account of settlement arrived between the parties, the termination of the lease stood revoked and the lease renewed and, therefore, its possession cannot be termed unauthorised, it would be appropriate that those issues are determined by the Eviction Officer at the stage of final adjudication, without being influenced by any of the observations in the impugned orders.

21. The Petitions thus stand disposed with a direction to the Eviction Officer to decide the issue of alleged settlement between the Petitioner and the Respondent, the import thereof on the claim of the Petitioner that, in view of the settlement, the termination stood revoked and leases renewed and, thus, its possession is not unauthorised, at the stage of the final adjudication of the eviction proceedings without being influenced by any of the observations in the impugned orders.

22. Petitions disposed.

[N. J. JAMADAR, J.]