IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD
(Special Original Jurisdiction)

FRIDAY, THE TWENTY THIRD DAY OF JANUARY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HON'BLE SRI JUSTICE NAGESH BHEEMAPAKA

WRIT PETITION NO: 39428 OF 2015

Between:

M/s.Flytech Aviation Ltd., Company incorporated under the Companies Act,1956, Having its Regd. Office at 31d and 4th floor, Nagam Towers, NTR Circle, Begumpet, Hyderabad, Represented by its E.D.Capt.K.Mamatha

...PETITIONER

AND

1. The Union of India, Represented by its Secretary, Ministry of Civil Aviation, Rajeev Gandhi Bhavan, Safadarjung, Airport, New Delhi
2. The Airports Authority India, Represented by its Chairman, Safadarjung Airport, New Delhi

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a writ, order or direction and more particularly one in the nature of writ of Mandamus, declaring the inaction of the 2nd Respondent in not implementing the decision of the 1st Respondent, dated 10-09-2013 vide No.G.29012/2/2012-AAI, even after a period of two years, as illegal, arbitrary, high handed and violative of principles of natural justice apart from violation of Articles 14, 19, 21 and 300-A of the Constitution of India and consequently direct the 2nd respondent to implement the directions in the said communication dated 10.9.2013, both in letter and in spirit and refund the excess amount of Rs. 83,17,627/- within such period as the Hon'ble Court.

I.A. NO: 1 OF 2015(WPMP. NO: 50857 OF 2015)

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct stay of all further proceedings in Arb.App.No.143 of 2010, pending disposal of this writ petition.

Counsel for the Petitioner: Ms. KEERTHANA REDDY FOR SRI R.S. ASSOCIATES

Counsel for the Respondent No.1: Ms. N.V.R. RAJYA LAKSHMI, S.C. REPRESENTING SRI N. BHUJANGA RAO, DEPUTY SOLICITOR GENERAL OF INDIA

Counsel for the Respondent No.2: SRI P. VIKRAM

The Court made the following: ORDER

IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

THE HON'BLE SRI JUSTICE NAGESH BHEEMAPAKA

WRIT PETITION No.39428 of 2015

23rd January, 2026

Between:

M/s Flytech Aviation Limited

... Petitioner

AND

1. The Union of India, and another

... Respondents

ORDER:

The case of the petitioner, precisely as per the writ affidavit, is that it is a company engaged in commercial pilot training and aircraft maintenance since 1996, challenges the inaction of the 2nd respondent (Airports Authority of India) in implementing the binding decision of the 1st respondent (Ministry of Civil Aviation) dated 10.09.2013. It is the case of the petitioner that the 1st respondent's decision accepted the recommendations of an expert committee regarding fixation of lease area and rent payable by the petitioner at Nadergul Airfield, resolving a long-standing dispute. Despite the approval by the 1st respondent and the same being placed on record before this Court in earlier proceedings, the 2nd respondent has failed to give effect to the policy, and has continued arbitration proceedings on the very same issues, contrary to statutory mandate and governmental directions. It is the grievance of the petitioner

that the refusal of the 2nd respondent to implement the approved committee report is arbitrary, illegal, and causing severe financial loss and uncertainty, as the petitioner has already paid amounts far in excess of what is payable under the approved formula and is entitled to a substantial refund, which has been wrongfully withheld.

2. A counter affidavit has been filed by the 2nd respondent-Airports Authority of India ("AAI"), essentially contending that the petitioner is an unauthorized occupant of AAI land at Nadergul Airfield since the expiry of the original lease, and therefore the petitioner is liable for huge outstanding dues, damage charges, royalty, and interest, and the petitioner has been delaying eviction and recovery by initiating multiple proceedings. It is asserted that the issues of extent of encroachment, fixation of rent, and quantification of dues are pending adjudication before a duly constituted Arbitral Tribunal appointed by this Court, and therefore the writ petition is not maintainable. It is further contended that the directions of the 1st respondent, and the Committee report dated 10.09.2015 are inconsistent with the 2nd respondent's statutory policies and the rationalisation framework approved by the Board of 2nd respondent. and the same, if implemented mechanically would cause retrospective revenue loss. According to the 2nd respondent, the Committee's recommendations on area, rates, and formula lack a sound legal and financial basis, and the recommendations ignore damage charges and royalty payable by the petitioner, and they contradict audit observations, and therefore the recommendations require reconsideration by the Board of 2nd respondent or adjudication by the Arbitral Tribunal.

2. Heard Ms. Keerthana Reddy, learned counsel for the petitioner; and Ms. N.V.R. Rajya Lakshmi, learned Standing Counsel representing Mr. N. Bhujanga Rao, learned Deputy Solicitor General for the respondents. Perused the record.

3. At the hearing, learned counsel for the petitioner places on record a Withdrawal Memo dated 21.01.2026, along with a copy of the Airports Authority of India letter dated 22.05.2024, with regard to the "Terms of Settlement of disputes between Airports Authority of India ("AAI") and M/s Flytech Aviation Limited (FAL) at Nadergul Airfield", wherein an amicable resolution of disputes between the petitioner and the respondents is stated to have been reached by way of a One Time Settlement, upon the petitioner agreeing to remit the settlement amount to the tune of Rs.1,03,37,239/- to the account of the 2nd respondent–AAI.

4. It is relevant to refer to paragraph No.4 of the Withdrawal Memo dated 21.01.2026, which reads as follows:

> **"4. It is submitted that the Petitioner, in due compliance with Clause 2(iii) of the settlement terms, has duly remitted the settlement amount to the tune of Rs.1,03,37,239/- (Rupees One Crore Three Lakh Thirty-Seven Thousand Two Hundred and Thirty-Nine only) to the account of Respondent No.2. Further, Respondent No.2 has assured to enter into a Settlement Agreement and thereafter a Lease Agreement with the Petitioner herein, after the withdrawal of the present Writ Petition."**

5. Learned counsel for the petitioner submits that the writ petition may therefore be permitted to be withdrawn in view of the amicable settlement arrived at between the parties.

6. Learned Standing Counsel does not dispute the submissions made by the learned counsel for the petitioner.

7. In view of the above, the Withdrawal Memo dated 21.01.2026 is taken on record, and the writ petition is dismissed as withdrawn. No costs. Miscellaneous petitions pending, if any, shall stand closed

SD/- C. DEEPIKA
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

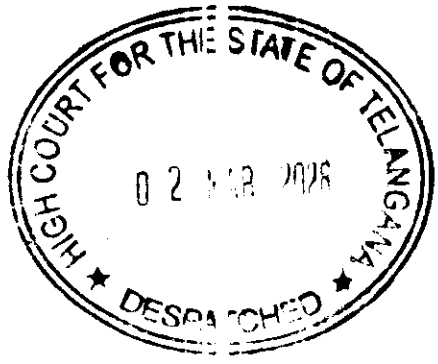
To

1. One CC to SRI R.S. ASSOCIATES, Advocates [OPUC]
2. One CC to SRI N. BHUJANGA RAO, Deputy Solicitor General of India [OPUC]
3. One CC to SRI P. VIKRAM, Advocate [OPUC]
4. Two CD Copies

MP

HIGH COURT

DATED:23/01/2026



ORDER

WP.No.39428 of 2015

DISMISSING THE WRIT PETITION
AS WITHDRAWN
WITHOUT COSTS

(6)
kpl
2/3/26