SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	UKHC010200322026 2026:UHC:10275-DB COURT'S OR JUDGES'S ORDERS
	05.11.2026		WPMB No. 944 of 2026 **Jagran Engage** .....Petitioner **Vs.** **State of Uttarakhand & others** .....Respondents **Hon'ble Manoj Kumar Tiwari, A.C.J.** **Hon'ble Subhash Upadhyay, J.** 1. Mr. T.P.S. Takuli, learned counsel for the petitioner. 2. Mr. Ranjan Ghildiyal, learned Standing Counsel for the State- respondent nos.1 and 2. 3. Mr. Lalit Miglani, learned counsel for respondent no.3. 4. Petitioner was given advertising rights by Nagar Nigam Haridwar on 01.07.2024. Now, Nagar Nigam Haridwar has issued fresh advertisement inviting bids for grant of advertising rights. 5. In this writ petition, petitioner has sought the following reliefs:- *"i) Issue a writ, order or direction in the nature of certiorari quashing the impugned order/ letter no.1202/N.Aa./2026-27 dated 31-10-2026 passed by respondent no.3, by which the respondent no.3 has directed to remove the Unipoles established by the petitioner with the Municipal Corporation limit, within 07 days from the date of receipt of the notice, else the respondent no.3 itself shall remove the advertisements and expenses of the same shall be recovered from the petitioner, which creates great hardship, irreparable loss and injury and the same cannot be compensated by any means. (Annexure no.1, page no.19 to this petition).* *ii) Issue a writ, order or direction in the nature of mandamus directing the respondent no.3 to extend the contract for a period of 02 years under clause 07 of the agreement executed between the parties as the petitioner occurred a huge loss due to shortage of space for installation of 68 Unipoles, else the petitioner shall suffer irreparable loss and injury and the same cannot be compensated by any means. (Annexure no.3, page no.30 to 38 to this petition)."* 6. Learned counsel for the petitioner submits that petitioner cannot be asked to remove unipoles and pole kiosks, as the same is contrary to Clause 12 of the agreement entered into between petitioner and Nagar Nigam. 7. Learned counsel for Nagar Nigam, however, submits

			that contract was given to petitioner for a term of two years, which came to an end on 01.10.2026 and the period referred to in Clause 12 of the agreement, has also come to an end on 31.10.2026. He submits that petitioner was issued letter only on 31.10.2026, by which petitioner is aggrieved. 8. Reliefs, as claimed, cannot be granted. Admittedly, the contract, which was given to petitioner, was only for two years and two years' period has expired on 01.10.2026 and one month's period referred to in Clause 12 of the agreement has also come to an end on 31.10.2026. 9. Since Nagar Nigam Haridwar has issued communication asking the petitioner to remove his unipoles and pole kiosks and Nagar Nigam is well-within its rights as per terms and conditions of the agreement, therefore, any interference in the matter would be unwarranted. 10. We, however, dispose of this writ petition with liberty to petitioner to submit his bid in response to Notice Inviting Tender (NIT) issued by Nagar Nigam Haridwar. Bid, if submitted by petitioner, shall be considered by Nagar Nigam, as per law. 11. Pending application, if any, also stands disposed of. **(Subhash Upadhyay, J.)** **(Manoj Kumar Tiwari, A.C.J.)** **05.11.2026** **05.11.2026** NISHANT NISHANT KUMAR