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

\+ **W.P.(C) 16497/2023 and CM APPL. 66469/2023**

LA POLO INTERNATIONAL PVT. LTD. & ANR. ....Petitioners

Through: Mr. Prateek Khanna and Mr. Gaurav Prasad, Advocates.

versus

NATIONAL GALLERY OF MODERN ART .....Respondent

Through: Ms. Pratima N. Lakra CGSC with Ms.Kiran Dharam, Advocate.

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\+ **W.P.(C) 2908/2024, CM APPL. 11987/2024 and CM APPL. 43832/2025**

BEYOND DESIGNS BISTRO .....Petitioner

Through: Dr. Amit George, Mohit Nandwani, Aditi Yadav, Vaibhav Gandhi, Aabhaas Sukhramani , Advocates

versus

UNION OF INDIA AND ORS .....Respondents

Through: Mr Vikram Jetly CGSC with Ms Shreya Jetly and Mr Abhishek Sharma advocates for R-1.
Mr. Prateek Khanna, adv. Mr. Gaurav Prasad, Advocates for R-2 and 3.

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\+ **W.P.(C) 3175/2024, CM APPL. 13091/2024, CM APPL. 21209/2024, CM APPL. 43868/2025 and CM APPL. 50376/2025**

LA POLO INTERNATIONAL PRIVATE LIMITED & ANR. .....Petitioners

Through: Mr. Prateek Khanna and Mr. Gaurav Prasad, Advocates.

versus

NATIONAL GALLERY OF MODERN ART & ANR.

.....Respondents

Through: Ms. Pratima N. Lakra CGSC with Ms.Kiran Dharam, Advocate.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

% **20.04.2026**

1. The genesis of the present petition lies in a competitive bidding process initiated by the respondent, National Gallery of Modern Art **('NGMA')**, whereby a request for proposal was published on the Central Public Procurement Portal **('CPP Portal')** of the Government of India on 24.11.2022, inviting bids under a two-part system for the grant of license to run a cafeteria in a given space of the NGMA, New Wing Building. The bid document jointly submitted by M/s La Polo International (P) Ltd. **('LPIL')** and Beyond Designs Bistro **('BDB')** emerged successful upon evaluation of both the technical and financial components. In furtherance thereof, a Letter of Award **('LOA')** dated 01.02.2023 came to be issued to the said joint bidders, in terms of and subject to the conditions stipulated in the tender document.

2. Mr. Prateek Khanna, learned counsel, who appears on behalf of the petitioner, LPIL in W.P.(C) 16497/2023 and W.P.(C) 3175/2024 submits that the Letter of Administration dated 01.02.2023 was issued solely in his favour. The said position is, however, controverted by Mr. Vikram Jetly, learned Central Government Standing Counsel appearing on behalf of NGMA, who submits that the Addendum dated 21.09.2023 issued by

NGMA clarified that the letter of award was to be construed as having been issued in the joint name of the bidders. The Letter states that:-

> "*In continuation to LOA No.29 0005/2017 / NGMA dated 01.02.2023 it is hereby to be noted that the LOA for operating cafeteria in NGMA, Jaipur House, New Delhi, premises was awarded on the basis of joint bids filed by M/s La Polo International Private Limited and M/s Beyond Designs Bistro. The LOA was issued in the name of one of the joint bidders which has to be read to have been issued in the joint name of M/s La Polo International Private limited and Beyond Designs Bistro, New Delhi, from the date of issue of LOA, i.e., 01.02.2023. It is further clarified that LOA dated 01.02.2023 has to be read in conjunction with letter of even number dated 14.03.2023 which was issued in the aforesaid joint names of bidders with direction to submit contract/license agreement for execution according to Terms & Condition s of RFP/Tender document for further action under applicable laws"*

3. The Court, at this stage, does not render any conclusive findings on the aforesaid aspect. However, it is noticed that in the interregnum, a dispute has arisen between LPIL and BDB with respect to the operation of the cafeteria. In this regard, the Court takes note of the Letter dated 21.09.2023 issued by NGMA:-

> *"5.All the facts and circumstances elaborated above and the documents filed by the Licensee at the time of bidding clearly evidence the fact that contract to run the cafeteria was awarded on the basis of joint bids comprising of M/s La Polo International Private Limited and M/s Beyond Designs Bistro. The Licensee were under the onus to furnish copy of their MOU to NGMA instead of which they submitted request to change the contract in the name of another company La Po lo And Beyond LLP which they have now withdrawn. It is again clarified that the Licensee are under obligation to complete the post award documentation including execution of contract agreement before the Sub Registrar, New Delhi, under the Indian Registration Act, 1908 lack of which is itself a breach of contractual T&Cs stipulated in RFP/Tender documents.* ***It is further advisable that any sort of misunderstanding or other operational issues arising between the Licensee firms, the same calls for immediate amicable resolution among themselves.*** *NGMA expects the Licensee to operate the cafeteria smoothly and efficiently not only to project their brand image but also to earn public appreciation for the NGMA observing simultaneously all applicable laws, rules and regulations."*

4. Mr. Khanna, reiterates that as per his instructions, LPIL raises no dispute with respect to the operation of the cafeteria. He submits that the dispute projected before this Court is, in fact, one manufactured by respondent-NGMA in connivance with BDB, and does not reflect the true position.

5. The aforenoted facts and submissions are sufficient for this Court to conclude that the two partners, namely LPIL and BDB, are not, as of today, *ad idem* with respect to the operation of the cafeteria, in furtherance of the LOA. Importantly, there are two sets of writ petitions before this Court, two filed by LPIL and one filed by BDB. Had there been no *inter se* dispute between the joint licensees, they would have, it may be reasonably assumed, approached this Court jointly and presented a unified stand. The fact that they have chosen to litigate separately, and apparently in opposing directions, is itself telling.

6. What remains in operation today, is the order of termination dated 17.02.2024. Prior to the passing of the said order, a Show Cause Notice dated 05.12.2023 was issued to both LPIL and BDB, detailing multiple breaches of the RFP and Tender Documents. Upon consideration of all materials on record, substantive breaches stood proved, i.e., failure to obtain mandatory statutory licences in joint name, failure to execute the contract agreement before the Sub-Registrar, unauthorised installation of signages, unauthorised occupation of additional space, and failure to submit a jointly signed MOU despite specific directions to that effect.

7. Upon the aforesaid findings, Clause 20.9 of the Tender Document was invoked and the contract was terminated. It is also relevant to note that the contract, as originally stipulated, was for three years, and even assuming

commencement in the year 2023, the same would have expired in the year 2026, with any extension being further contingent upon fulfillment of stipulated terms and conditions.

8. Significantly, a bare perusal of the impugned order would reveal that the operation of the cafeteria has been far from smooth. It appears to have been marred by persistent defaults, *inter se* disputes between the joint Licensees, and repeated non-compliance. The said circumstances cast a serious doubt on the viability restoring rights to the petitioners to operate the subject cafeteria.

9. In light of the facts and circumstances noted above, this Court, finds no justification to interfere with the decision of the Respondents. The Petitioners in both writ petitions i.e. W.P.(C) 16497/2023 and W.P.(C) 3175/2024 shall, however, be at liberty to participate in any fresh tender process that the Respondents may undertake, on equal footing and in accordance with the terms thereof.

10. In the event the last date for submission of bids has already expired, this direction alone shall not be a ground to extend or revive the bid submission period in favour of the Petitioners.

11. So far as the grievance raised by the Petitioners in each of the writ petitions regarding damages for any investment suffered in furtherance of the cafeteria license is concerned. The same cannot be adjudicated under Article 226 of the Constitution. Such claims, resting as they do, upon disputed questions of fact involving the extent of investment made, the circumstances of termination, and the conduct of the respective parties *inter se*, require evidentiary determination which normally is beyond the scope of writ jurisdiction under Article 226 of the Constitution.

12. The appropriate remedy for the Petitioners in respect of such claims would be to approach the competent civil court or invoke arbitration, whichever remedy is available to them under the contract or in law. Similar liberty to agitate such claims before the appropriate forum, whether by way of a civil suit or arbitration, stands reserved in favour of the Petitioner in W.P.(C) 2908/2024 as well.

13. Any fixtures, fittings, or movable assets installed or placed in the cafeteria by the Petitioners in furtherance of the license shall be permitted to be retrieved and removed by the Petitioners within the period of 30 days from the date of receipt of this order.

14. With the aforesaid observations, the instant petitions stand disposed of along with all pending applications.

PURUSHAINDRA KUMAR KAURAV, J

APRIL 20, 2026
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