
(2018) 08 CHH CK 0185
In the Chhattisgarh High Court
Case No : Writ Petition (C) No. 1110 Of 2018

Sunil Kumar Mathur

APPELLANT

Vs

Airport Authority Of India, And Ors

RESPONDENT

Date of Decision : 14-08-2018

Acts Referred:

Citation : (2018) 08 CHH CK 0185

Hon'ble Judges : Ajay Kumar Tripathi, CJ; Prashant Kumar Mishra, J

Bench : Division Bench

Advocate : Kishore Bhaduri, Manish Upadhyay, Siddharth Dubey

Final Decision : Disposed Of

Judgement

Prashant Kumar Mishra, J

1. Heard counsel for the petitioner, counsel for the Airport Authority and counsel for the private respondent.

2. After all the arguments made at the bar with regard to the new tender and award thereof in favour of the private respondent in what is known as

'Swami Vivekanand Airport at Raipur, the submission of the learned counsel for the petitioner is that looking at the nature of the agreement, which

was more a licence and was given to the petitioner to operate for a period of 5 years before expiry of the same, he ought not to be thrown out on the

ground that the space available in the terminal building is required to be re-worked. He has also tried to argue that there was some kind of camouflage,

which was practised by the respondent Airport Authority when they issued the new tender, because he was made to understand that his area of

operation vis-a-vis location in the terminal building is not part and parcel of the new tender or the licence which is required to be given.

3. All told, looking at the terms and conditions of the agreement that it is a licence which has been given to the petitioner, which is terminable by issuance of notice both ways and that power has been exercised by the respondent authorities in public interest, we are not willing to insist on enforcement of the agreement of the licence for the subsisting period.
4. Counsel for the petitioner however submits that he is willing to approach the Competent Authority for an indulgent kind of view and he is even looking to relocate or adjust, subject to a decision which may be taken by the respondent authorities, atleast for the subsisting period of the contract, which expires on 22.09.2019.
5. This Court will not express any opinion on the possibility as well as the capability of the respondent authorities on the request to be made on behalf of the petitioner, but keeping in mind that the petitioner was one of the first few to provide service to the passengers when the new airport came into play, he should be dealt with more respectfully.
6. The writ petition stands disposed off with the observation as above.