

Smt. Geeta Jeena vs Government Of Nct Of Delhi & Ors on 12 November, 2020

Author: Prathiba M. Singh

Bench: Prathiba M. Singh

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ W.P.(C) 3733/2020 & CM APPL. 13364/2020
SMT. GEETA JEENA
Through: Ms. Seema Bangani, Advocate
9891821120)

versus

GOVERNMENT OF NCT OF DELHI & ORS. Re
Through: Mr. Gautam Narayan, Standin
Counsel, GNCTD.

15 WITH

+ W.P.(C) 3742/2020 & CM APPL. 13416/2020
SURENDER PAWAR
Through: Mr. Anshuman Upadhyay, Advo
(M-9990908544)

versus

THE COMMISSIONER OF TRANSPORT CUM CHAIRMAN
DELHI TRANSPORT INFRASTRUCTURE DEVELOPMENT
CORPORATION Res
Through: Mr. Gautam Narayan, Standin
Counsel, GNCTD.

16 WITH

+ W.P.(C) 3779/2020 & CM APPL. 13520/2020
UMESH KUMAR & ORS.
Through: Ms. Seema Bangani, Advocate

versus

GOVERNMENT OF NCT OF DELHI THROUGH: ITS CHIEF
SECRETARY & ORS.
Through: Mr. Gautam Narayan, Stand
Counsel, GNCTD.

17 WITH

+ W.P.(C) 3781/2020 & CM APPL. 13527/2020
GEETA JEENA ...
Through: Ms. Seema Bangani, Advoca
versus

GOVT OF NCT OF DELHI, & ORS.

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By:PRATHIBA M SINGH

Signing Date:17.11.2020 19:32

W.P.(C) 3733/2020 & connected matters

Through: Mr. Gautam Na
Counsel, GNCT

18

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WITH

W.P.(C) 3803/2020 & CM APPL. 13633/2020
SUNIL KUMAR & ORS.

Through: Mr. Ajay Jain, Ms. Tannu
Mitika, Advocates. (M-9

versus

DELHI TRANSPORT INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD. (AN ENTERPRISES OF GOVT. OF NCT
OF DELHI)

Through: Mr. Gautam Narayan, Stan
Counsel, GNCTD.

19

+

AND

W.P.(C) 4302/2020 & CM APPL. 15477/202
AFSHANA & ORS.

Through: Mr. Mehmood Pracha, Advo
(M:7217710552)

versus

GOVERNMENT OF NCT OF DELHI & ANR.

Through: Mr. Gautam Narayan, Stan
Counsel, GNCTD.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% 12.11.2020

1. This hearing has been held through video conferencing.

2. There is a change in the status of the various shops. In W.P.(C) 3733/2020, all the three shops have been vacated. Thus, the only issue is in respect of the security deposit and if any amount is payable for the period of the lockdown. Ld. counsel for the Petitioner, however, submits that only two shops have been vacated. Let status reports be filed by both counsels in respect of the shops that

have been vacated, specifying the dates on which they were vacated.

3. In W.P.(C) 3742/2020 the stand of the Respondent is that out of 7 shops, 5 shops have been vacated. These were shops which were granted a license for 6 months at the Anand Vihar ISBT and extension has not yet been granted. Mr. Anshuman, ld. counsel for the Petitioner submits that insofar as the two shops are concerned, the Petitioner is interested in running the shops and is in possession of the same.

4. In W.P.(C) 3779/2020, the stand of the Respondent is that all the shops have been vacated. Accordingly, a status report to that effect be filed by both counsels.

5. In W.P.(C) 3781/2020, the Petitioner is stated to have four shops in her possession.

6. In W.P.(C) 3803/2020, as per the Respondent, 9 shops out of the 33 shops have been vacated, however, ld. counsel for the Petitioners submits that only 7 shops have been vacated. Mr. Jain, ld. counsel for the Petitioners also submits that Mr. Ashok Kumar Bakshi - Petitioner No.20 has passed away. Both counsels shall file their respective status reports in respect of the shops that have been vacated, specifying the dates on which they were vacated.

7. In W.P.(C) 4302/2020, out of the 8 shops, 3 shops are stated to have been vacated. Let status reports be filed by both counsels in respect of the shops that have been vacated, specifying the dates on which they were vacated.

8. All these matters are part-heard. The following issues are being raised in these petitions:

i. Whether the present petitions are maintainable in view of the arbitration clause in the license agreement?

ii. Whether the present petitions under Article 226 are maintainable in view of the fact that the license agreements are contractual in nature?

iii. Whether licence fee is liable to be paid for the period of complete lockdown?

iv. Whether licence fee is liable to be paid from the period when intrastate bus services commenced with effect from June, 2020? v. Whether licence fee is liable to be paid from the period when intrastate bus services became operational and whether any amount is payable from the period when interstate bus services resumed at 50% capacity?

vi. Whether the Petitioners are liable to be given any remission/waiver of license fees and other charges during this period and, if so, how much?

9. All Petitioners who wish to retain possession of the shops are permitted to open their shops and commence business activities, subject to the following conditions:

i. With effect from November, 2020 the concerned Petitioners shall pay full license fee and other charges in terms of the license agreement.

ii. Forfeiture of the security deposit shall be considered at the stage of final adjudication of the writ petition. No further security deposit shall be payable.

iii. The question as to whether any amount was payable between March, 2020 to October, 2020 shall also be considered at the final stage.

iv. If the electricity has been disconnected at the shop, the same shall be restored. Payment of any dues shall be the responsibility of the Petitioner.

10. All payments as mentioned above shall be subject to the outcome of the petitions. Status reports be filed within four weeks. All parties to file a short synopsis on the issues laid out above along with any judgments at least one week before the next date, advance copies of which shall be exchanged between the parties.

11. List for hearing on 18th and 19th January, 2021.

PRATHIBA M. SINGH, J NOVEMBER 12, 2020/dk/T