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

% *Judgment reserved on: 22.07.2026*
Judgment pronounced on: 03.08.2026
Judgment uploaded on: 03.08.2026

\+ **W.P.(C) 8506/2026**

M/S ESWARA KAMADHENU RESTAURANT PVT. LTD. THROUGH, ITS DIRECTOR/AUTHORIZED REPRESENTATIVE …..Petitioner

Through: Mr. Rakesh Tiku, Senior Advocate with Mr. Mankan Deep Singh and Ms. Nida Akhtar, Advocates

versus

THE DIRECTOR (R.P.CELL), DELHI URBAN SHELTER IMPROVEMENT BOARD & ANR. .....Respondents

Through: Mr. Rishikant Singh and Mr. Manoj Jadly, Advocates for DUSIB.

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

JUDGMENT

DR. SWARANA KANTA SHARMA, J

1. By way of the present writ petition, the petitioner – M/s Eswara Kamadhenu Restaurant Pvt. Ltd. – seeks grant of following reliefs:

> "a) Issue a writ of mandamus or any other appropriate writ thereby directing respondents to issue fresh "notice inviting tender" for the subject land i.e. chunk-E at West Delhi District Centre, Shivaji Place, Raja Garden, New Delhi and complete the fresh tender process within the reasonable time frame in a fair and just manner for allotment of Subject land afresh;

and/or.

b) Issue a writ of prohibition or any other appropriate writ thereby restraining the respondents no. 1 and from taking back possession of subject land i.e. chunk-E at West Delhi District Centre, Shivaji Place, Raja Garden, New Delhi till completion of fresh tendering process and execution of fresh allotment of subject land i.e., chunk-E at West Delhi District Centre, Shivaji Place, Raja Garden, New Delhi in order to save government ex-chequer as well as financial losses of petitioner…"

FACTUAL BACKGROUND

2. The petitioner is a private limited company engaged in the business of organizing marriages and other functions/events. Respondent nos. 1 and 2 are the Director and Deputy Director, R.P. Cell of the Delhi Urban Shelter Improvement Board [hereafter '**DUSIB**']. It is stated that they are the authorities responsible for issuing tenders and allotting vacant/open lands belonging to DUSIB. They are also stated to be responsible for the allotment and tendering of vacant land parcels, designated as Chunks, situated at District Centre, West Delhi, Shivaji Place, Raja Garden, New Delhi. The petitioner is aggrieved by the action of the respondents in requiring it to vacate the land designated as 'Chunk-E' [hereafter '**subject land**'] pursuant to letters dated 10.06.2026 and 25.06.2026, whereby it was directed to remove the pandals erected on the subject land and hand over its vacant possession to the respondents.

3. The petitioner states that DUSIB had issued a Notice Inviting Tender dated 05.10.2023 for allotment of eight land sites under its management, including the subject land, for a period of two years commencing from 27.12.2023 and ending on 26.12.2025. The

petitioner participated in the tender process in accordance with the terms and conditions stipulated therein and was declared the successful bidder for allotment of the subject land. Consequently, a Letter of Acceptance was issued on 15.11.2023, pursuant to which the petitioner furnished the requisite documents and bank guarantees. Thereafter, an Agreement dated 23.12.2023 [hereafter '**the Agreement**'] incorporating the terms and conditions contained in the Notice Inviting Tender was executed between the petitioner and the respondents through their authorized signatories. Prior thereto, a letter of commencement dated 15.12.2023 was issued, and thereafter possession of the subject land was handed over to the petitioner *vide* possession letter 26.12.2023.

4. It is stated that as the original tenure of allotment of two years was about to expire and no fresh tender process had been initiated by the respondents for allotment of the subject land, the petitioner was granted an extension of three months on 24.12.2025 on the same terms and conditions as contained in the Agreement. Thereafter, upon expiry of the said extended period and in the absence of any fresh tender process, the respondents granted a further extension of three months by way of letter dated 25.03.2026, again on the same terms and conditions.

5. According to the petitioner, instead of initiating the process for issuance of a fresh tender for the subject land, the respondents issued a communication dated 10.06.2026 directing the petitioner to vacate the subject land and hand over its peaceful possession,

notwithstanding the substantial investments allegedly made by the petitioner in developing and operating the site. The petitioner contends that this action is contrary to the terms of the agreement, under which the agreement was to continue until the execution of a fresh agreement with the successful bidder pursuant to a fresh tender process.

6. The grievance of the petitioner is essentially founded on the contention that, under the terms of the Agreement, DUSIB was under an obligation to initiate and complete the process of fresh tendering before requiring the petitioner to vacate the subject land. Reliance has been placed upon the following clause of the Agreement:

> "If, the department could not finalize the auction process up to the date of completion of agreement, the agreement period can be further extended by DUSIB on quarterly basis up to a period of six months on the same terms and conditions. During this period the e-auction process for awarding new agreement shall be completed by DUSIB. The old agreement will come an end from the date of executing the new agreement of Chunk."

7. The petitioner further contends that upon receipt of the communication dated 10.06.2026, its directors approached the respondents requesting that the allotment be continued at least until the fresh tender process was initiated and completed. It is stated that the petitioner had, under the bona fide belief that the Agreement would continue in the same manner as on the previous occasions, accepted bookings for future functions at the subject land. According to the petitioner, the officials of the respondents assured it that extension of the Agreement till completion of the fresh tender

process would be considered, particularly since the fresh tender process ought to have been completed before expiry of the second extended period. However, instead of considering the said request, the respondents issued another communication dated 25.06.2026 directing the petitioner to vacate the subject land and warning of financial consequences in the event of non-compliance, thereby allegedly causing the petitioner substantial financial loss.

SUBMISSIONS BEFORE THE COURT

8. The learned senior counsel appearing for the argues that it was incumbent upon the respondents to complete the fresh tender process before the expiry of the extended period of the Agreement. It is argued that, instead of discharging their obligation to initiate and complete the fresh tender process, DUSIB has adopted a practice of directing the allottee to vacate the subject land, without due regard to the interest of the Government exchequer as well as the financial losses likely to be suffered by the petitioner on account of the investments made by it in the subject land. It is submitted that the respondents had adopted a similar course of action in the past, compelling the petitioner to approach this Court by way of *W.P.(C) No. 2164/2018* and *W.P.(C) No. 6784/2020*. It is stated that in the said writ petitions, this Court had granted interim protection in respect of possession of the subject land by directing maintenance of *status quo* till completion of the fresh tender process. In support of the said contention, the learned senior counsel draws this Court's attention to the orders dated 08.03.2018 and 28.09.2020, passed in

W.P.(C) No. 2164/2018 and *W.P.(C) No. 6784/2020* respectively, which read as under:

(i) Order dated 08.03.2018 in *W.P.(C) No. 2164/2018*

> "4. It is the submission of the learned counsel for the petitioner that the petitioner is, currently, in possession of the subject property which was allotted in furtherance of a public auction. It is averred, pursuant to the petitioner being declared a successful bidder, an agreement dated 07.03.2016 was executed between petitioner and respondents having a tenure of 2 years.
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> 5. Concededly, the tenure of agreement dated 07.03.2016 has ended on 28.02.2018. It is not disputed that thereafter the respondents have once again held an auction, qua which, the petitioner claims that it is the highest bidder.
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> 6. Ms. Pushkarna, who appears on advance notice does not dispute this position.
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> 7. Counsel for the petitioner says that the fresh bid in terms of value is (approximately) 20% more than the earlier bid and therefore, the respondents stand to gain if they were to accept the petitioner's bid.
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> 8. The petitioner, in these circumstances, for the moment, prays for maintenance of status quo as it has invested money in the infrastructure which has been put up on the subject property, which would, get disrupted if possession is taken, in the interregnum, by the respondents.
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> 9. Prima facie, there appears to be merit in the contention advanced on behalf of the petitioner. In case petitioner is declared a successful bidder, the possession of the subject property would have to be returned to it. taking over possession at this stage would cause undue disruption, expenses to the petitioner and loss of revenue to the respondents.
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> 10. Accordingly, the respondents are directed to maintain status quo, qua possession of the subject property, till next date of hearing by which time, I am told, they will take a final decision on the bid submitted by the petitioner.
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> 11. To be noted, Mr. Rakesh Tiku, on instructions, offers to pay the enhanced monthly licence fee as per the revised tender bid. The said statement is taken on record. In the event

enhanced monthly license fee is not paid, the interim protection granted by this Court will automatically dissolve."

(ii) Order dated 28.09.2020 in *W.P.(C) No. 6784/2020*

"3. Mr. Anil Sapra, learned Senior Advocate appearing for the petitioner in WP(C) No. 6784/2020, Mr. Sudhir Nandrajog, learned Sr. Advocate appearing for the petitioner in WP(C) Nos. 6786/2020 & 6788/2020 and Mr. Pushkar Sood, learned counsel appearing for the petitioner in WP(C) No. 7113/2020 state on instructions that their clients are proposing to submit their bids in respect of the fresh NIT issued by the respondent/DUSIB on 14.9.2020. They request that in the event they are not declared as H-1 in the subject NIT issued on 14.9.2020, they be given a reasonable time to hand over vacant peaceful possession of the chunks of land under their occupation by removing the temporary structures raised thereon.

4. Mr. Chauhan learned counsel for the respondent/DUSIB states on instructions that if the petitioners are ready and willing to file their affidavits in their respective petitions, giving an undertaking to the court on the aforesaid lines then, without prejudice to the right of the DUSIB to recover the arrears of licence fee/occupation charges in respect of the chunks of land under the occupation of the petitioners in accordance with law, they will not take any coercive steps against them for the period as may be ordered by the court.

5. In view of the submissions made hereinabove with the consent of parties, the present petitions are disposed of with the following directions:-

i) Each of the petitioners shall file an affidavit/undertaking stating inter alia that in the event they are not declared as the successful bidders in the subject tender floated by the respondent/DUSIB on 14.9.2020, then they shall hand over the vacant peaceful physical possession of the respective chunks of land under their occupation to the respondent/DUSIB within 10 working days reckoned from the date DUSIB finalises the highest bidder. The aforesaid undertaking shall be filed on or before 03.10.2020, with copies furnished to other side.

ii) Without prejudice to its right to recover the arrears of licence fee and occupation charges from the petitioners, the

> respondent/DUSIB shall not take any coercive steps against the petitioners for a period of 10 days reckoned from the date of declaration of the highest bidder in respect of the chunk of land under their occupation…"

9. It is further contended that, in terms of Clause 6 of the Agreement, the respondents were under an obligation to issue a fresh Notice Inviting Tender and commence the process of fresh allotment of the subject land before requiring the petitioner to vacate the same. It is, therefore, argued that the issuance of the impugned letters without initiation of the fresh tender process is contrary to the express terms of the contract.

10. The learned senior counsel further submits that the respondents are fully aware that the petitioner has made substantial investments in the subject land to render it suitable for the purpose for which it had been allotted. It is argued that if the petitioner is compelled to vacate the subject land before completion of the fresh tender process, it would not only cause the petitioner substantial financial loss but would also result in loss to the Government exchequer. He contends that the action of the respondents is arbitrary and unreasonable. It is also submitted that, as on the previous occasions, the petitioner is willing to continue paying the licence fee, and even a higher amount if so required, till the fresh tender process is concluded. It is stated that, in the event the petitioner is unsuccessful in the fresh tender process, it shall hand over vacant possession of the subject land. On these grounds, it is prayed that the present petition be allowed.

11. ***On the other hand***, the learned counsel appearing for the

respondents/DUSIB opposes the present writ petition. The learned counsel has also obtained instructions from DUSIB, which have been placed on record. On the strength of the said instructions, he makes the following submissions. It is submitted that the Agreement itself does not contemplate grant of any extension beyond the cumulative period of six months. Therefore, upon expiry of the extended period, the contractual relationship between DUSIB and the petitioner came to an end by efflux of time, and the petitioner has no contractual or legal right to continue in possession of the subject land. It is further contended that the petitioner's apprehension regarding loss to the Government exchequer is misconceived, since DUSIB is presently in the process of finalizing the fresh e-auction for allotment of the marriage chunks, including the subject land, and the process is likely to be completed within a short period. Thus, according to the respondents, no loss to the Government exchequer is occasioned.

12. The learned counsel further submits that in order to ensure a fair, transparent and competitive e-auction process, it is important that vacant and unencumbered possession of the subject land is available so that all prospective bidders are afforded an equal opportunity to inspect the site and participate in the bidding process on a level playing field. It is also argued that permitting the petitioner to continue in possession beyond the expiry of the contractual period, in the absence of any contractual or statutory right, would be contrary to the terms of the Agreement and would adversely affect the transparency and fairness of the proposed e-auction process. Such continuation, according to the respondents, would confer an undue

advantage upon the existing licensee to the prejudice of other prospective bidders, who may be discouraged from participating in the auction. It is further submitted that the continued existence of the structures erected by the petitioner on the subject land would prevent prospective bidders from making a proper assessment of the site.

13. The learned counsel also places reliance upon the decision of this Court in *W.P.(C) No. 12877/2023* along with *CM APPL. Nos. 50706/2023* and *50707/2023*, wherein, it is stated that this Court had observed that the petitioner therein had never been granted an indefinite right to occupy the land and had been operating only under a time-bound licence. It is submitted that the ratio of the said decision squarely applies to the facts of the present case. Lastly, it is submitted that DUSIB, being the owner of the subject land, is entitled to resume possession upon expiry of the licence period and retains the discretion to manage and deal with its property in accordance with law. It is therefore prayed that the present petition be dismissed.

ANALYSIS & FINDINGS

14. The principal grievance of the petitioner is that despite the respondents having failed to initiate and complete the process of fresh tender for allotment of the subject land within the period stipulated under the Agreement executed between the parties, the respondents have directed the petitioner to vacate the subject land upon expiry of the extended contractual period. *According to the petitioner*, the respondents were contractually bound to complete the fresh tender process before requiring the petitioner to hand over

possession, and in the absence thereof, the petitioner is entitled to continue in possession till the execution of a fresh agreement with the successful bidder pursuant to the fresh tender process.

15. In view of the aforesaid, the foremost issue that falls for consideration is the nature and extent of the petitioner's right under the Agreement executed with DUSIB. The answer to this issue would determine whether, upon expiry of the contractual tenure and the maximum period of extension contemplated under the Agreement, the petitioner possesses any enforceable right to continue in occupation of the subject land merely because the respondents have not completed the fresh tender process.

i. Nature of the Petitioner's Right under the Agreement

16. The nature of the right created in favour of the petitioner under the Agreement executed between the parties has to be ascertained from the terms of the Agreement itself, which forms the foundation of the relationship between the parties.

17. Some of the relevant terms of the Agreement, as incorporated in the Notice Inviting Tender dated 05.10.2023, are set out below:

> "4. The bid is invited for a period of 02 (Two) years i.e. from the date of taking over the possession. After expiry of the agreement period, the Second party shall hand over the particular chunk to the official of the First party in vacant, clean, clear and original condition in peaceful manner.
>
> x x x
>
> 39. The permission by DUSIB shall be for a limited period only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenéncy rights enjoyable by the selected bidder.

> 40. The land of such site shall always remain the property of DUSIB and the bidder shall not claim any right/ title or interest to any right or any nature of easement in relation to or in respect thereto…"

18. A plain reading of Clause 4 makes it clear that the allotment in favour of the petitioner was for a fixed and definite period of two years commencing from the date of handing over of possession. The clause further stipulates that upon expiry of the agreement period, the petitioner was required to hand over vacant, clean and peaceful possession of the subject land to the officials of DUSIB. Thus, the Agreement itself contemplated that the petitioner's right to remain in occupation of the subject land was co-terminus with the contractual period, unless extended in accordance with the terms of the agreement.

19. Further, Clauses 39 and 40 expressly define the nature of the interest created in favour of the petitioner. Clause 39 clarifies that the permission granted by DUSIB is only for a limited period and solely for the purposes contemplated under the e-auction terms and the agreement. More importantly, it unequivocally provides that such permission does not create any tenancy rights in favour of the successful bidder. Clause 40 further elaborates the same position by declaring that the ownership of the subject land shall at all times remain vested in DUSIB and that the successful bidder shall not claim any right, title, interest or easement in respect of the subject land.

20. In this Court's opinion, the aforesaid Clauses of the Agreement

make the intention of the parties abundantly clear – that the Agreement does not confer upon the petitioner any proprietary or possessory interest in the subject land, beyond what is expressly permitted under the Agreement. The petitioner's occupation of the subject land is purely contractual, limited in duration, and subject to the terms and conditions governing the allotment. The petitioner, therefore, cannot claim any independent or vested right in the subject land *dehors* the Agreement itself.

21. Thus, the relationship between the parties has to be governed entirely by the contractual terms agreed upon between them, and consequently, the rights and obligations of both parties will have to necessarily be determined with reference to those contractual stipulations.

ii. Whether the Petitioner Acquired Any Right to Continue in Possession Beyond the Maximum Contractual Period

22. In these petitions, the principal contention of the petitioner is founded upon Clause 6 of the Agreement. According to the petitioner, once the Agreement casts an obligation upon DUSIB to complete the fresh e-auction process during the extended period of the Agreement, i.e. six month, the DUSIB cannot call upon the petitioner to vacate the subject land until such fresh tender process is completed and a new agreement is executed.

23. Insofar as this contention is concerned, there is no cavil that the terms of a contract cannot be read in isolation. Every clause of an agreement has to be construed harmoniously with the other clauses so

as to give effect to the intention of the parties as gathered from the contract – as a whole. Any interpretation, which renders one or more stipulations of a contract redundant or otiose, is to be avoided.

24. This Court notes that Clauses 4 and 5 of the Agreement, discussed hereinabove, clearly stipulate that the contract is for a fixed period of *two years* and that upon expiry of the period of Agreement period, the petitioner is obliged to hand over vacant and peaceful possession of the subject land to DUSIB. Thus, the Agreement itself contemplates that the petitioner's right to occupy the subject land is only for a fixed tenure. Furthermore, Clause 6 of the Agreement, upon which the petitioner has placed considerable reliance, also cannot be read in isolation from the other clauses of the Agreement. It is pertinent to note that Clause 6 of the Agreement provides that if DUSIB is unable to finalize the auction process by the date of completion of the Agreement, the Agreement period "*can be further extended*" by DUSIB on a quarterly basis up to a period of six months on the same terms and conditions. The use of the expression "*can be further extended*" is of significance, since the clause does not provide that the Agreement 'shall' stand extended in every case. It rather only enables DUSIB to grant an extension, subject to the outer limit expressly prescribed in the Agreement itself. Equally significant is the fact that the extension itself is restricted up to a period of *six months*. Therefore, in this Court's view, the parties consciously agreed not only to the original contractual tenure of two years but also to the maximum period for which the contractual relationship could continue beyond the original term of two years.

25. The petitioner, however, seeks to rely upon the part of Clause 6 which provides that during the extended period, the e-auction process for awarding the new agreement *shall* be completed by DUSIB. According to the petitioner, the use of the expression *shall* makes it obligatory upon DUSIB to complete the tender process before requiring the petitioner to vacate the subject land. However, having carefully perused the entire Agreement, this Court is unable to accede to such an interpretation.

26. There is no dispute that Clause 6 of the Agreement puts an obligation on DUSIB to undertake and complete the fresh tender process during the extended period of six months. However, the said clause cannot be construed in a manner so as to nullify the express contractual limitation contained in the very same Agreement. If the interpretation forwarded by the petitioner were to be accepted, the consequence of the same would be that irrespective of the express provisions in the Agreement – restricting the period of contract to two years and the extension to a maximum period of six months – the petitioner would continue to remain in possession until such time as DUSIB completes the fresh tender process. Accepting such an interpretation would effectively convert a fixed-term licence for the subject land into one of an indefinite duration, dependent entirely upon the completion of a future tender process. Concededly, the parties have consciously not provided for any such consequence in the Agreement. The expression that the e-auction process *shall* be completed during the extended period of six months cannot, therefore, be read in isolation or read in a manner so as to render

other clauses of the same Agreement null and void.

27. It is also pertinent to note that, in the present case, the respondents had, in fact, exercised the discretion available under Clause 6 by granting two successive extensions of three months each. Consequently, the petitioner has enjoyed the benefit of the entire six-month extended period contemplated under the Agreement. Once the maximum contractual period stands exhausted, no further right to continue in possession can be claimed only because the fresh tender process has not been concluded. Failure on the part of DUSIB to complete the tender process within the contemplated period can expose it to criticism for administrative delays on its part, but such failure cannot have the effect of enlarging the petitioner's contractual rights beyond what was consciously agreed between the parties.

28. The aforesaid interpretation also finds support from the judgment of the Division Bench of this Court in ***Kawatra Tent and Caterers Private Limited v. The Director (R.P. Cell) Delhi Urban Shelter Improvement Board & Anr.:*** *W.P.(C) No. 12877/2023*, wherein the Court was considering substantially similar contractual clauses. The Division Bench held that the contractual relationship between the parties was solely that of a licensee and licensor; that the licence created no proprietary or vested rights in favour of the licensee; that the agreement contemplated a fixed tenure with an extendable period only up to six months; and that upon expiry of the maximum contractual period, the licensee had no legal or inherent right to continue in occupation of the land. The Division Bench

further held that investments made by the licensee on the land did not confer any special right to seek continuation of the licence and that contractual stipulations could not be ignored merely because of the commercial consequences flowing from the expiry of the licence. The relevant observations of the Division Bench in decision dated 03.10.2023 are set out below:

> "7. The contractual clauses that define the relationship between the parties are unambiguous. Petitioner's relationship with the land is solely as a licensee, without any supplementary rights. Both the initial and extendable durations of the license have elapsed — a fact which is uncontested. The land under discussion is unequivocally owned by DUSIB, precluding the Petitioner from asserting any proprietary rights, claims, or interests. On this aspect, the salient terms of the contract, stemming from the NIT dated 11th December, 2020, are as follows:
>
> > *"61. The permission by DUSIB shall be for a limited period only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected bidder.*
> >
> > *62. The land of such site shall always remain the property of DUSIB and the bidder shall not claim any right/ title or interest to any right or any nature of easement in relation to or in respect thereto."*
>
> 8. Moreover, Clause 26 of the aforesaid NIT denotes that the term of the agreement was fixed for a period of two years. Post this duration, onus was on the Petitioner to return the specified land segment to DUSIB, ensuring it remained vacant and unaltered. Clause 27 of the said NIT further stipulates that if DUSIB was unable to finalize the subsequent auction process by the end of the term of the original agreement, the duration of original agreement could be extended on a monthly basis, but only up to a maximum of six months. In the present scenario, the initial term culminated on 31st January, 2023 – a fact which is not in dispute. Acting upon Clause 27, DUSIB sanctioned a six-month extension, from 31st January 2023 to 31st July 2023, in monthly intervals. The subsequent e-tenders initiated by the Respondents, in respect of the Land Parcel (Chunks A through E in West District Shivaji Place, Raja

Garden, New Delhi), unfortunately yielded no effective response and were thus deemed non-competitive. Given these developments and the clear mandate that no provision allowed an extension beyond 31 st July, 2023, the Respondents' demand for the Petitioner to relinquish control and deliver possession of the land stands on firm ground and is wholly justified.

9. It is imperative to note that licenses, by their nature, do not confer any proprietary rights to the licensee. The rights of a licensee are circumscribed by the explicit terms and conditions set forth in the agreement. The sanctity of these contractual agreements is the cornerstone of commerce, ensuring predictability in dealings. It is crucial that contracts are honoured, and that parties operate within their defined boundaries. When the terms of such agreements lapse, they cannot be unilaterally extended, without mutual consent.

10. The Petitioner neither possesses a legal nor inherent right to maintain their occupation of the Subject Land. Merely having made investments to render the land suitable for its intended use does not vest any special rights to seek extension of license term. The Petitioner willingly entered into this commercial agreement, fully cognizant of the duration of the terms of the license. This Court is not bound to decide the issue merely on the basis of economic implications faced by parties due to their commercial decisions. The obligations set forth in contracts have to be given precedence. While the Petitioner's investment decisions on the land are acknowledged, they were made within a well-defined legal and contractual framework. Any deviation from this arrangement especially when not supported by mutual agreement, would be antithetical to the very foundation of contractual obligations.

11. Given the absence of any legally-entrenched or intrinsic right, and with the contractual term having reached its conclusion, the Petitioner's plea for the writ of mandamus to prolong its tenure stands on shaky ground. The Petitioner was never provided with an indefinite right to the land but was, instead, working within the defined confines of a time-limited license. The right to possession by DUSIB, as the owner of the land in-question, and their discretion in managing it, is a significant counterweight."

29. The learned senior counsel for the petitioner has also placed

reliance upon the order dated 08.03.2018 passed by the Coordinate Bench of this Court in *W.P.(C) Nos. 2164/2018* and *2165/2018.* However, the said order is clearly distinguishable on facts. In the said case, the fresh tender process had already been concluded and the petitioner had emerged as the highest bidder. Thus, the possibility of the petitioner continuing as the successful licensee had substantially crystallized. It was in those peculiar facts and circumstances that the Coordinate Bench had expressed that there was no purpose in first directing the petitioner to vacate the subject land and thereafter restoring possession to it upon execution of the fresh agreement, and accordingly, interim protection was granted to the petitioner. In the present case, admittedly, no fresh tender has yet been floated, much less concluded.

30. Similarly, the reliance placed upon the order dated 28.09.2020 passed by the Division Bench in *W.P.(C) No. 6784/2020* is also misconceived. A perusal of the said order itself reveals that it was passed on the basis of the consent of the parties, with DUSIB expressing its no objection to the petitioner continuing on the subject land, subject to certain terms and conditions. The said order, therefore, neither adjudicates the rights of the parties nor lays down any principle of law governing the interpretation of the contractual clauses in question. Pertinently, this distinction was also noticed by the Division Bench in its subsequent decision in *W.P.(C) No. 12877/2023* (discussed above), while considering a similar contention founded upon the order dated 28.09.2020.

31. Accordingly, this Court is of the considered opinion that the petitioner did not acquire any contractual or legal right to continue in possession of the subject land – beyond the maximum contractual period – only because the respondents did not complete the fresh tender process within the extended period contemplated under Clause 6 of the Agreement.

iii. Conclusion

32. In view of the foregoing discussion, this Court is of the considered opinion that the petitioner, being only a licensee under the Agreement executed with DUSIB, does not possess any contractual, statutory or vested right to continue in occupation of the subject land beyond the maximum contractual period stipulated under the Agreement. The Agreement itself envisages that upon expiry of the contractual tenure, the petitioner is obliged to hand over vacant and peaceful possession of the subject land to DUSIB. Admittedly, apart from the original contractual period of two years, the petitioner has also availed the entire extended period of six months contemplated under Clause 6 of the Agreement. Therefore, no direction, as prayed for by the petitioner, can be issued permitting its continued occupation of the subject land – till the completion of the fresh tender process.

33. At the same time, this Court cannot overlook the fact that Clause 6 of the Agreement obligated DUSIB to undertake and complete the fresh tender process during the extended period of the Agreement. Though the respondents' failure to do so cannot enlarge

the petitioner's contractual rights, it nevertheless casts an obligation upon the respondents to ensure that the process is now completed expeditiously. The learned counsel appearing for the DUSIB, on instructions, has submitted before this Court that the process for issuance of the fresh e-auction/tender is presently underway and is likely to be completed within a period of six weeks. The said statement is taken on record and the respondents shall remain bound by the same.

34. Having regard to the fact that the petitioner has remained in occupation of the subject land for a considerable period and that the subject land presently contains *pandals* and other structures which would require some time to be dismantled and removed, this Court is of the opinion that the interests of justice would be served by granting the petitioner a period of one week from date, to hand over vacant and peaceful possession of the subject land to DUSIB.

35. It is, however, made clear that for the aforesaid period during which the petitioner continues to remain in occupation of the subject land, the petitioner shall remain liable to pay the licence fee, occupational charges and all other applicable charges, in accordance with law and the applicable contractual terms, without prejudice to the rights and contentions of the parties in that regard.

36. The respondents are further directed to place on record, within a period of six weeks, a status report indicating the steps taken towards initiation and completion of the fresh tender/e-auction process in respect of the subject land.

37. The writ petition is, accordingly, dismissed in the aforesaid terms. Pending application(s), if any, also stand disposed of.

38. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

AUGUST 03, 2026/A
T.D.