

Union of India and ors. Vs. Chandro Devi Decd Thr Lrs

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Court : Delhi

Decided On : Jan-13-2011

Judge : Sanjiv Khanna, J.

Appeal No. : LPA 827/2010

Appellant : Union of India and ors.

Respondent : Chandro Devi Decd Thr Lrs

Advocate for Pet/Ap. : Mr. Ajay Vikram Singh, Adv.

Judgement :

1. This is an application for condonation for condonation of delay of 495 days as mentioned in the application for limitation. Registry has also calculated 494 days delay. Before adverting to the issue of limitation, we have thought it apt to dwell upon the merits of the case.

2. In this appeal, challenge is to the order dated 8th April, 2009 passed by the learned single Judge in Writ Petition (Civil) No. 3842/2007. On perusal of the order impugned, it is manifest that late Deep Chand was granted a licence by the appellant to run two stalls and a trolley at Nangloi Railway Station. Deep Chand breath his last on 22nd November, 2001. Thereafter, the respondent, wife of late Deep Chand approached the appellants on 15th December, 2001 asking for transfer of the licence in her favour. Finally the appellants in December, 2001 communicated to her. The communication reads as follows:-

" Your request for re-opening of holding has been considered after depositing the revised L/fee arrears w.e.f. 1.7.99. Please deposit the arrears of revised L/fee first. After clearing of outstanding, transfer process will be initiated."

3. Thereafter, the respondent-wife deposited the amount demanded.

4. Eventually on 24th June, 2004, the following letter was served on the respondent:-

" In reference to your mentioned request, it is informed that the catering/vending contract of NNO Railway Station held by your husband late Shri Deep Chand had been expired on 30.11.2000 before his death. The contract at this stage can be neither renewed nor transferred in your name as per the catering policy. You are, therefore, hereby directed to stop sale, handover the peaceful possession and remove your belongings."

5. It is not disputed by Mr. Ajay Vikram Singh, learned counsel for the appellant that the son of the respondent was running the stalls till 30th June, 2004. Learned single judge took note of factual matrix and referred to clause 14.10, which deals with the application of new policy to the existing licence and clause 15.3 which deals with tenure and thereafter in paragraphs 8 and 9 has expressed his view as follows:-

"8. Now, it is well-settled that every facet of state functioning has to be fair, reasonable and non-arbitrary. These are bed-rock principles integral to the Fundamental Right to equality that each citizen is entitled to enjoy under the Constitution of India. The respondent, as a public agency, is bound by these standards. In the present case, the petitioner's husband was agitated about increase of license fee when the license tenure ended. According to the averments, a matter not disputed the stall was allowed to function till 13.12.2001. In this background, even if one ignores the allegation that a request was made for extension of license in October, 2000, the fact remains that the respondents were aware about the petitioner's request for transfer of the license fee and its renewal; that which is clear from their letter of December 2001 advising her to deposit the arrears of license fee. In these circumstances, after having led the petitioner to

believe that the request would be processed duly in accordance with the policy, the respondents could not have, about three years later completely turned around and stated that the renewal was not possible since her license expired on 30.11.2000, before her husband's death.

9. The Court is also of the opinion that having almost lured the petitioner to deposit arrears of license fee on the belief that the request for transfer of license fee would be acceded to on its merits in terms of paras 14.10 and 15.3 of the policy, the respondents' action in denying that the benefit completely is contrary to their norms. The intent of para 14.3 is to enable existing operators the benefit of extension of license; a tenure is also indicated."

6. On perusal of the aforesaid, it is clear that there is a renewal clause and the benefit should not have been denied when the respondent deposited the amount being asked by the appellant. Thus, there is no justification not to deny benefit.

7. In view of the aforesaid analysis, we do not find any merit in the appeal and accordingly there is no warrant to issue notice for condonation of delay and the application for condonation of delay stands rejected and inevitable corollary, the appeal also stands dismissed.

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