



2025:DHC:7712



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment pronounced on: 04.09.2025

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W.P.(C) 10051/2025 and CM APPL.41788/2025**CREST DIGITEL PRIVATE LIMITED**

.....Petitioner

Through: Mr. Sandeep Sethi, Sr. Adv. and Mr. Dayan Krishan, Sr. Adv. alongwith Mr. Sahil Narang, Mr. Madhavam Sharma, Mr. Ayushman Kacker, Mr. Sukrit Seth, Advocates.

versus

DELHI METRO RAIL CORPORATION LIMITED & ANR.

.....Respondents

Through: Mr. Srinivasan Ramaswamy, Adv. for R1.
Ms. Avni Singh, PC for GNCTD.
Mr. Amarjit Singh Chandiok, Sr. Adv. alongwith Ms. Suryaprava Basu, Mr. Mehul Parit, Mr. Ashwani Malhotra and Ms. Shivangi and Ms. Nancy, Advocates for R2.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****JUDGMENT**

1. The present petition has been filed by the petitioner seeking quashing of Letter of Acceptance (LOA) dated 13.02.2025, issued by respondent no.1/Delhi Metro Rail Corporation (DMRC) in favour of respondent no.2/ Indus Towers Limited. Through the said LOA, respondent no.2 has been engaged (on nomination basis) for installation and provisioning of In-Building Solutions (hereinafter referred to as "IBS") at various metro stations situated along the Delhi Airport Express Line on Delhi Metro



Network.

2. The petitioner is aggrieved by the manner in which work pertaining to the provisioning of IBS services has been awarded to respondent no.2, without resorting to a competitive bidding process or public auction. It is submitted that the work pertaining to the provisioning of IBS was awarded to the petitioner pursuant to a rigorous and competitive tender process, which ultimately lead to the execution of a License Agreement dated 03.01.2019, between the petitioner and respondent no.1.

3. It is further submitted that the contract originally entered into between respondent no.1 and respondent no.2 was limited to the provision of installation of towers and masts, in the outdoor areas of the Airport Express Line. Attention is drawn to the fact that the scope of the License Agreement executed between the respondent no.1 and respondent no.2 was only for the following services:

“i. Licensee hereby assumes responsibility for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) at the 05 locations at the 04 selected metro stations detailed at Annexure-1 Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain telecommunication tower/mast at the said premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.”

4. On the other hand, the License Agreement executed between the petitioner and respondent no.1 subsumes the following services:

“B. The Licensee hereby covenants as follows:-

1. Licensee hereby assumes responsibility for placement and operation of Telecommunication equipment for In Building Solution (IBS) for providing shared mobile coverage (2G/3G/4G)-(permitted activity) in tunnel section and 05 underground metro stations viz New Delhi, Shivaji Stadium, Delhi Aerocity, IGI Airport and Dwarka Sec -21 metro



stations of Airport Express Line of DMRC network as detailed at Annexure-1 of this agreement. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the IBS-Telecommunication equipment inside stations as specified in this Agreement at their own cost. All the locations and designs/plans proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.”

5. Accordingly, it is submitted that the purported extension of the scope of the License Agreement executed between respondent no.1 and respondent no.2, so as to subsume IBS, is impermissible and beyond the scope of the original document.
6. Further, it is submitted that the impugned LOA dated 13.02.2025, issued by respondent no.1 in favour of respondent no. 2, contemplates payment of license fees which is much lower than the license fees payable by the petitioner under its existing agreement with respondent no.1.
7. It is submitted that the issuance of the impugned Letter of Acceptance, in effect, renders defunct the petitioner's license agreement with respondent no.1 and causes irreparable harm to the petitioner's established business model. It is emphasised that the petitioner has entered into agreements with telecom service providers based on its License Agreement with respondent no.1. It is submitted that the entire business operations of the petitioner stand to be adversely impacted, effectively displaced and will eventually be captured by the respondent no.2, on account of the competitive edge as a result of the substantially reduced license fee charged from the respondent no. 2, for identical services and facilities.
8. It is submitted that charging a reduced license fee from the respondent



no.2 is not only prejudicial to the interests of the petitioner but also detrimental to the interests of respondent no.1. There exists no justifiable rationale for extending such preferential treatment to respondent no.2, particularly when it undermines the terms of the petitioner's existing agreement with respondent no.1. The petitioner asserts that such preferential allotment of identical work on a nomination basis, at a substantially reduced financial obligation, is manifestly arbitrary, violative of public procurement norms, and liable to be set aside.

9. It is pertinent to refer to the order dated 22.07.2025, passed by this Court in the present proceedings, which after recording the contention on behalf of the petitioner, noted as under:

"5. On a specific query as to the rationale for the rate / license fees sought to be charged from the respondent no.2 for the concerned services (as set out in the impugned letter dated 13.02.2025), learned counsel for DMRC seeks some time to take instructions and to file an additional affidavit. He submits that the same shall be filed within a period of 2 days from today."

10. Pursuant thereto, an additional affidavit came to be filed by the respondent no.1 wherein, it has been averred as under:

"5. That the Respondent No. 2 had submitted a proposal to implement IBS 5G mobile network solutions at the AMEL and requested to regularise the 6 underground metro stations under variation of existing license agreement dated 14.11.2018 by virtue of Clause 2.2(c). In this background, a Dy. HoD level negotiation committee of DGM/PB-1, AGM/F/PB & JGM/Tele-II was constituted to negotiate with the Respondent No. 2. The negotiation meeting was convened on 10.01.2025, wherein the Committee asked the Respondent No. 2 to match the current rates of presently running contracts of IBS services. In response, the Respondent No. 2 submitted that large capex shall be incurred by the Respondent No. 2 to facilitate IBS 5G coverage on the AMEL network. The Respondent No. 2 further emphasised that since the telecom market was at a saturation point with only three major telecom operators (Airtel, Jio and Vi) in the market, it was difficult to match the rates of existing



IBS service providers on AMEL. Therefore, the Respondent No. 2 offered to match the amount being paid by the last awarded agreement with M/s TCIL at 29 underground metro stations on lines 2, 3 & 6. Since, the said rate was very low compared to the rates of IBS services on AMEL, the respondent no.2 revised its offer and agreed offer a license fee of Rs. 5,500 per sqm/month. The Committee after carefully evaluating the offer of the Respondent No. 2 in the background of the prevailing circumstances, decided to accept the said offer in variation of the existing license agreement dated 14.11.2018.”

11. Thus, the respondent no.1 has sought to justify the rate at which the impugned LOA was issued in favour of the respondent no.2. It is noted that the rate payable by the petitioner in terms of the License Agreement, executed with respondent no.1, is Rs.7,700 per square meter (as originally prescribed in the license agreement). The current rate (after the escalation/s envisaged under the license agreement) is Rs.11,088/- per square meter. As opposed to this, the rate in terms of the impugned LOA is at Rs.5,500/- per square meter.

12. It is also pointed out by the petitioner that the impugned LOA, issued in favour of respondent no.2, envisages allocation of a significantly lesser area for the provisioning of IBS, as compared to the extent of area licensed to the petitioner under its existing License Agreement. In this respect also, it is submitted that the petitioner has been subjected to discriminatory treatment, inasmuch as the petitioner is mandated to take a minimum area of 20 square meters per metro station, whereas respondent no.2 has been allowed a significantly smaller area of only 12 square meters per metro station.

13. After the aforementioned order dated 22.07.2025 was passed, the petitioner filed CM. APPL. 44410/2025, alleging that the agents of respondent no.2 had been permitted to commence work pursuant to the



impugned LOA, notwithstanding the pendency of the present petition. In support of the said allegation/ contention, the petitioner enclosed a “Permit to Work” issued in favour of the agent of respondent no.2.

14. However, when the aforesaid CM.APPL No. 44410/2025 came up for hearing on 24.07.2025, respondent no.1 submitted before this Court that, in view of the pendency of the present petition, it shall forthwith withdraw the said “Permit to Work”. The order dated 24.07.2025, *inter alia*, records as under:

“3. After some hearing, learned counsel for the respondent no.1 submits that the work permit with regard to which the present application has been filed, shall be withdrawn forthwith and that no further work permit shall be issued by the respondent no.1 to the respondent no.2 for any metro station, during the pendency of the present writ petition.”

15. Learned counsel for respondent no.1 has sought to contend that, pursuant to execution of the License Agreement between the petitioner and the respondent no.1, there has been gross failure on the part of the petitioner to perform its contractual obligations. It is submitted that Clause 2.3 of the said License Agreement stipulates that the licensee shall ensure uninterrupted mobile network coverage for the passengers using metro train services, with signal levels sufficient to ensure good uplink and downlink audio quality. Further, the clause requires that the radio system shall have overall availability, exceeding 99.95%.

16. It is further submitted that soon after execution of the License Agreement dated 03.01.2029, the petitioner began defaulting on its obligations. It has been averred in the short affidavit filed on behalf of the respondent no.1 as under:

“3. The whole genesis of the dispute in the instant petition stems from the



gross inability of the Petitioner to perform its obligations under the License Agreement dated 03.01.2019 in letter and spirit. Clause 2.3 contemplates that that the Licensee shall ensure that passengers using metro train services shall get uninterrupted mobile coverage without any interruption in the underground stations and tunnel section and that the signal level should be such that the uplink and down link audio quality level under such conditions should be good. It also requires that the radio system shall have an overall availability of better than 99.95%.

Right after the execution of the License Agreement dated 03.01.2019, the Petitioner started defaulting in its obligations. In view of Clause 5.3 of the license Agreement dated 03.01.2019, the installation work for providing mobile coverage in the tunnel section and the 5 underground stations of AMEL was required to be completed by 07.05.2019. However, the said installation work remained incomplete even as of August, 2019. In view of the delay of the Petitioner in carrying out the said installation work & non-compliance with Clause 2.2 (e), the answering respondent. was constrained to impose a penalty of Rs.1,18,000 each on 11.06.2019, 11.07.2019, 07.08.2019, 13.12.2019 and 07.01.2020 and of Rs. 94,400 on 09.09.2019, of Rs.82,600 on 13.02.2020 and 17.03.2020, of Rs. 35,400 on 11.08.2020, of Rs.5,900 on 25.09.2020, 26.10.2021 and 03.03.2022. The lapse of the Petitioner also caught the attention of the Government of India which issued a communication to the answering respondent on 19.07.2019 stating the urgent need to improve the quality of mobile services. The answering respondent wrote to the DoT responding that prompt action would be taken at the earliest and that the work had been awarded to the Petitioner herein. True Copy of the letter dated 19.07.2019 issued by the DoT, Government of India is annexed hereto and marked as of these meetings, tall claims were made on behalf of the Petitioner in respect of compliance with the parameters of the License Agreement. Yet, each one of such claims turned out to be hollow promises made with the sole objective of buying time.

7. In view of the failure of the Petitioner to abide by the said requirements and in view of the numerous complaints which were received by the answering respondent from commuters and users of metro facility, the answering respondent was constrained to issue 15-days cure notice on 12.10.2021 calling upon the Petitioner to rectify its defects within a period of 15 days, failing which stern action would be initiated. Notwithstanding the same, the defects were not rectified by the Petitioner and the answering respondent was constrained to issue notices notifying the breaches from time to time.

8. Upon the rollout of 5G services by various service providers, the answering Respondent called upon the Petitioner on 20.04.2023 seeking



its action plan for upgradation of services to 5G technology. The Petitioner responded to the letter dated 20.04.2023 stating that since additional capital expenditure would be incurred in upgradation to 5G infrastructure, a rebate of 25% on the existing license fee be allowed to the Petitioner to enable it to recover appropriate returns on its investment. On 01.08.2023, the answering Respondent wrote to the Petitioner stating that the Petitioner shall upgrade the infrastructure beyond 4G at its own risk and cost within 8 months of technology being made live by the service provider on the same terms and conditions without any increment on existing license fee(s).

9. Since the answering Respondent was in continuous receipt of complaints in respect of the poor mobile voice and data connectivity, and since no remedial measures were taken by the Petitioner nor any satisfactory explanation received from the Petitioner, the answering Respondent was also in receipt of a communication dated 14.01.2025 from the Telecom Regulatory Authority of India (TRAI) notifying the respondent of issues in connectivity on the metro routes including the AMEL. Thus, the answering respondent was constrained to issue the Cure Notice on 20.01.2025. In its response dated 03.02.2025 to the cure notice, the Petitioner, Instead of taking remedial measures, proceeded to brush aside the concerns raised by the answering respondent. In view of the seriousness of the situation, a joint inspection of the underground tunnel section and the station was carried out on 11.02.2025 and 13.02.2025. The report prepared pursuant to the said inspection, which has also been signed by representatives of the Petitioner, would reveal that there are various stretches in the underground section of AMEL which suffer from poor network coverage.”

17. Thus, it is submitted that in the aforesaid background of the persistent and demonstrable deficiencies in performance on the part of the petitioner, and in view of the requirement to ensure timely rollout of 5G network and to obviate gaps in network coverage, the respondent no.1 was compelled to engage respondent no.2 to ensure the provisioning of requisite services.

18. It is further submitted that service blackouts and interruptions in mobile network coverage pose a serious risk to passenger safety. Despite the lapse of several years since the country-wide rollout of 5G services, the petitioner has failed to enter into necessary arrangements with telecom



service providers for the provision of 5G enabled IBS in the underground sections of the Airport Metro Express Line.

19. It is submitted that the License Agreement dated 14.11.2018, executed between respondent no.1 and respondent no.2, expressly provides for allocation of additional area to the respondent no.2, at negotiated market rates, for the services sought to be covered by the impugned LOA dated 13.02.2025.

20. It is brought out that the License Agreement dated 03.01.2019, executed between the petitioner and the respondent no.1 is not exclusive in nature. There is nothing in the said License Agreement that precludes the DMRC from engaging service providers/vendors, other than the petitioner, for the provision of IBS. This position is not disputed by the learned senior counsel for the petitioner.

REASONING AND CONCLUSION:

21. The primary grievance of the petitioner is that the DMRC has sought to charge a significantly lower license fee for respondent no.2, for identical works/services, thereby resulting in arbitrariness and insidious discrimination against the petitioner. However, it is pertinent to note that during the course of hearing on 22.07.2025, respondent no.2 stated that it was ready and willing to match the current license fee being paid by the petitioner to the respondent no.1 i.e. Rs.11,088/- per square meter, per month.

22. In view of the above, this Court took note of the assurance that respondent no.1 would not avail overlapping services viz. IBS, from the respondent no.2, until and unless the license fee payable by the respondent



no.2 is at par with that paid by the petitioner (currently Rs.11,088/- per square meter/month). This redressed the primary grievance of the petitioner. However, in the aftermath of the aforesaid concession/understanding, the petitioner has sought to raise other grievance/s and urge additional grounds for quashing the impugned LOA.

23. The petitioner contends that its License Agreement mandates a minimum area of 20 square meters per metro station, whereas the area allocated to respondent no.2 is substantially less. Further, it is urged that in any event, irrespective of the financial aspect/s of the matter, it was not open to the respondent no.1 to engage the respondent no.2 for identical services/works. It is submitted that the License Agreement executed between the respondent no.1 and respondent no.2 does not subsume IBS and if it was required to engage another agency for IBS, the same could not be done on “nomination basis”.

24. These contentions, however, are misconceived for a variety of reasons. The same are enumerated as under:

i. It is noted that Clause 2.2(c) of the License Agreement dated 14.11.2018, executed between respondent no.1 and respondent no.2, *inter alia*, provides as under:

“a) The Licensee has been licensed with space, as detailed at Annexure-1, for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (2G/3G/4G) at five locations at 04 selected metro stations of Delhi Airport Express Line of DMRC subject to the terms and conditions specified in the License Agreement in pursuant to the bidding process..

b) The Licensed sites shall exclusively belong to the



DMRC, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE.

*c) The sites/area mentioned in Annexure - 1 may increase or decrease with a variation of up to 25 percent from tendered sites subject to availability and feasibility / clearance from DMRC. **Additional area may also be provided based on availability and feasibility at the sole discretion of DMRC.** Additional area of upto (+/-) 10% of tendered area and within fitment period shall be at Pro rata basis of quoted license fee. For area beyond the time frame of fitment period and or more than 10% of tendered area, the same shall be allocated on separately negotiated market rates.*

h) As one of the important objectives is to provide better mobile connectivity within and around DMRC premises for its commuters and employees, it is suggested that the service provider/integrator should confirm to smooth voice communication in the vicinity of towers. In this regard, it is proposed for joint checking of the coverage on bimonthly basis with representative of the licensee and DMRC officials'. In case of any shortfall, a token penalty of Rs.5000/- is to be levied on the licensee.”

It has been pointed out by learned counsel for the respondents that the above stipulations contemplate (i) providing additional areas to respondent no. 2; (ii) for the purpose of providing better mobile connectivity within and around DMRC premises. It is submitted that the purport and scope of the impugned LOA is well within the purview of the extant agreement between the petitioner and the respondent no. 2.

Further, the respondent no.1 cannot be faulted for its actions, particularly when the proposed allocation to the respondent no. 2 is



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aimed at enhancing mobile connectivity within and around DMRC premises for the benefit of commuters, in the light of the petitioner's deficiency in this regard. There can also be no cavil with the proposition that ensuring uninterrupted and seamless mobile connectivity, especially in the underground tunnel section of the Airport Metro Express Line, is a necessary imperative. Such connectivity plays an essential role in enabling emergency communication, passenger safety and operational coordination at all times. It is also imperative to upgrade infrastructure to support 5G services.

There is no reason to doubt the strenuous contention on behalf of DMRC that the impugned LOA in favor of respondent no.2, is a seamless and logical continuation of the existing License Agreement between respondent no.1 and respondent no.2.

ii. There is no merit in the petitioner's allegation as regards arbitrariness and discrimination solely on account of the fact that the area occupied by the petitioner (Approximately 20 square meters per metro station) is higher than that proposed to be occupied by the respondent no.2 pursuant to the impugned LOA.

It is pertinent to note that the license agreement between the petitioner and respondent no.1 was executed pursuant to a competitive tender process. The license fee rate was determined based on the petitioner's own bid for the designated space. The relevant prescription in the license agreement is as under:



6. License Fee:

6.1. The Licensee shall pay license fee at the accepted rate to DMRC i.e @ per station per month as per minimum changeable area given in the annexure .1 as per LOA and Agreement, quarterly in advance and , all payments required to be paid shall be as per details and rates indicated in the table below-

S/N	Item	Rate
A. Monthly Recurring Charges: These charges shall be escalated and increased by 20% on compounding basis after completion of every 3 (three) years of License Period		
1.	License Fee of Space (per station/month) License fee of space shall be inclusive of charges for utilising space inside GSM/CDMA room (approx. 20 Sqm at each station), LCX Cable in tunnel, Space on Cable Tray (Station and Tunnel) and for Indoor Antenna/Repeater and supervision charges for Tunnel entry . (Entry in Tunnel will be restricted to availability of Power Block in the section)	Rs. 1,54,000/- (Rs One lakh fifty four thousand only) per station / month + GST at applicable.
2	License Fee of additional space for utilities/microwave tower (Will be charged for minimum 1 sqm at each location)	On pro rata basis as per S/N 1 above. Rate per sqm/month shall be derived for each metro station as applicable by dividing Rate quoted by the licensee per station/month by 20 sqm area at S/N 1 i.e. (Rs. 1,54,000/- per station /month) / 20 sq for that location + GST.
3.	License Fee for LCX Clamp Charges	Rs.1993/- per station/month + GST (as applicable)
4.	Maintenance Charges for Space	Rs. 5897/- per station per month + GST (as applicable)
5.	FCU Charges	Rs 450/- per TR/ Month of Installed TR.th/station + GST
6.	DMRC Optical Fibre (if required and available)	At mutually agreed/negotiated Rate.
A. Variable Charges: Third Party Dependent (DERC)		
7.	Electrical Installation charges including	Rs. 250/- per KVA/month + GST

8.	substation lease rent Air-Conditioning Charges	Actual TR delivered X 1.494 (BTU meter will be provided in chilled water pipe line for measure if Actual TR delivered. The cost of BTU meter will be borne by DMRC)
9.	Air-Conditioning Maintenance Charges i.e. Operation and Maintenance charges for high end installations at stations	20% of Air-Conditioning Charges (as per actual TR delivered)
10.	Energy consumption charges (Energy consumption as per installed Energy Meter) with TOD energy metre	Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DERC
C Deposits:		
11	Electrical Consumption Deposit (Interest Free)	Rs.4,500/- per KVA
12	Interest Free Security Deposit/ Performance Security. (It shall be increased & escalated @ 20% on compounding basis after completion of every (3) three year of license period)	Equivalent to 12 (twelve) months License Fee of Licensed Premises for all 5 stations.

Thus, the area that was allocated to the petitioner was mentioned as “approximately 20 square mtr. at each station”. The extent of the area to be allocated, was well within the knowledge of the petitioner. Indeed, its bid was premised thereon. Having been allotted the space, it is not open to the petitioner to raise a grouse that the same is



excessive.

iii. Respondent no.1 is right in contending that Rule 194 for the General Financial Rules, 2017 contemplates selection through direct negotiations or nominations under specific circumstances. These include situations where there is a natural continuation of previously executed work by the same entity¹, and where timely completion of the assignment is of paramount importance².

iv. This Court cannot lose sight of the fact that, despite the passage of more than three years since the launch of 5G services, the petitioner has neither installed nor rolled out 5G services.

v. It is emphasized that the upgradation of telecom infrastructure is of paramount importance and is an integral and inseparable part of the concerned infrastructure work relating to the Delhi Airport Metro Express Line.

It is pointed out that Section 20A³ of the Specific Relief Act, 1963 imposes a complete statutory bar on the grant of injunctions *qua* infrastructure projects, where such injunction would impede or delay progress or completion of the project. The schedule clearly contemplates telecommunication services/telecom towers is in the

¹ Rule 194 Single Source Selection/Consultancy by nomination. The selection by direct negotiation/nomination, on the lines of Single Tender mode of procurement of goods, is considered appropriate only under exceptional circumstance such as: (i) tasks that represent a natural continuation of previous work carried out by the firm;

² Rule 194

(ii) in case of an emergency situation, situations arising after natural disasters, situations where timely completion of the assignment is of utmost importance;

³ 20A. Special provisions for contract relating to infrastructure project.—(1) No injunction shall be granted by a court in a suit under this Act involving a contract relating to an infrastructure project specified in the Schedule, where granting injunction would cause impediment or delay in the progress or completion of such infrastructure project.



category of ‘infrastructure projects’ under Section 20A and Section 41(ha)⁴ of the Specific Relief Act, 1963. The said Schedule, appended to the Specific Relief Act, 1963, is extracted below:

Sl. No.	Category	Infrastructure Sub-Sectors
1	2	3
1.	Transport	(a) Road and bridges (b) Ports (including Capital Dredging) (c) Shipyards (including a floating or land-based facility with the essential features of waterfront, turning basin, berthing and docking facility, slipways or ship lifts, and which is self-sufficient for carrying on shipbuilding/repair/breaking activities) (d) Inland Waterways (e) Airports (f) Railway Track, tunnels, viaducts, bridges, terminal infrastructure including stations and adjoining commercial infrastructure (g) Urban Public Transport (except rolling stock in case of urban road transport)
2.	Energy	(a) Electricity Generation (b) Electricity Transmission (c) Electricity Distribution (d) Oil pipelines (e) Oil/Gas/Liquefied Natural Gas (LNG) storage facility(including strategic storage of crude oil) (f) Gas pipelines (including city gas distribution network)
3.	Water and Sanitation	(a) Solid Waste Management (b) Water supply pipelines (c) Water treatment plants (d) Sewage collection, treatment and disposal system (e) Irrigation (dams, channels, embankments, etc.) (f) Storm Water Drainage System (g) Slurry pipelines
4.	Communication	(a) Telecommunication (Fixed network including optic fibre/wire/cable networks which provide

⁴ 41. Injunction when refused —An injunction cannot be granted—*(ha)* if it would impede or delay the progress or completion of any infrastructure project or interfere with the continued provision of relevant facility related thereto or services being the subject matter of such project.



		broadband/internet) (b) Telecommunication towers (c) Telecommunications and Telecom Services
5.	Social and Commercial Infrastructure	(a) Education Institutions (capital stock) (b) Sports infrastructure (including provision of Sports Stadia and Infrastructure for Academies for Training/Research in Sports and Sports-relating activities) (c) Hospitals (capital stock including Medical Colleges, Para Medical Training Institutes and Diagnostic Centres) (d) Tourism infrastructure viz. (i) three-star or higher category classified hotels located outside cities with population of more than one million; (ii) ropeways and cable cars (e) Common infrastructure for industrial parks and other parks with industrial activity such as food parks, textile parks, Special Economic Zones, tourism facilities and agriculture markets (f) Post-harvest storage infrastructure for agriculture and horticulture produce including cold storage (g) Terminal markets (h) Soil-testing laboratories (i) Cold chain (including cold room facility for farm level pre-cooling, for preservation or storage of agriculture and allied produce, marine products and meat) (j) Affordable Housing (including a housing project using at least 50% of the Floor Area Ratio (FAR)/Floor Space Index (FSI) for dwelling units with carpet area of not more than 60 square meters Explanation.—For the purposes of this sub-clause, the term “carpet area” shall have the same meaning as assigned to it in clause (k) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).]

Without delving into the applicability of the aforesaid provisions in the context of the present case, in the opinion of this Court, it would be inappropriate to issue directions which would impede or inhibit the Respondent No. 1 from taking requisite steps for upgradation of such crucial infrastructure. This Court agrees with the contentions of



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the Respondent No. 1 regarding the criticality of the same.

Even assuming that the award of LOA to the respondent no.2 amounts to a breach/transgression of the petitioner's contractual rights, it is open to the petitioner to claim damages. In these proceedings, it would be inapposite to make complex factual and contractual determinations, including the scope and applicability of various provisions, the conduct of the parties and the consequences thereof. These matters are best adjudicated through appropriate civil proceedings, rather than by way of writ jurisdiction.

25. For the above reasons, this court finds no merit in the present petition. The same is accordingly disposed of, taking note of the aforesaid understanding that the license fee to be charged by the respondent no.1 from respondent no.2 for space allocated to the latter shall not be less than the rate paid by the petitioner to the respondent no.1 (currently Rs. 11,088/- per square metre).

26. Pending applications also stand disposed of.

SACHIN DATTA, J

SEPTEMBER 04, 2025/at/ss