



GAHC010239902022

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THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/7561/2022

M/S BARUA AND COMPANY PVT. LTD.
A PRIVATE LIMITED COMPANY REGISTERED UNDER THE COMPANIES
ACT, HAVING ITS REGISTERED OFFICE AT DR. B. BAROOAH ROAD,
GUWAHATI- 781007, REPRESENTED BY ITS DIRECTOR- SHRI DIPANKAR
BARUA, AGED ABOUT 59 YEARS.

VERSUS

THE STATE OF ASSAM AND 2 ORS.
REPRESENTED BY THE COMMISSIONER AND SECRETARY TO THE
GOVERNMENT OF ASSAM,
HOME AND POLITICAL DEPARTMENT,
DISPUR, GUWAHATI- 781006.

2:THE SPECIAL DIRECTOR GENERAL OF POLICE CUM DIRECTOR
FIRE AND EMERGENCY SERVICES

GUWAHATI
ASSAM
HAVING OFFICE AT PANBAZAR
GUWAHATI- 781001.

3:THE BOARD OF SPORTS OF ASSAM
R.G. BARUAH SPORTS COMPLEX

NEHRU STADIUM
GUWAHATI- 781007

REPRESENTED BY ITS SECRETARY

BEFORE
HON'BLE MR. JUSTICE KALYAN RAI SURANA

For the petitioner	: Mr. K.N. Choudhury, Senior Advocate
	: Mr. N. Deka, Advocate
For State respondents	: Mr. D. Saikia, Advocate General
	: Ms. P. Baruah, Advocate
Date of hearing	: 19.12.2022
Date of judgment	: 10.01.2023

JUDGMENT AND ORDER
(CAV)

Heard Mr. K.N. Choudhury, the learned senior counsel, assisted by Mr. N. Deka, learned counsel for the petitioner and Mr. D. Saikia, learned Advocate General for the State, assisted by Ms. P. Baruah, learned counsel for the respondents.

2. By filing this writ petition under Article 226 of the Constitution of India, the petitioner company has prayed for setting aside and quashing of notice issued by the Director, Fire and Emergency Services, Assam (respondent no. 2) under Memo No. F&ES/FPW/GH-283/876/22 dated 18.11.2022 (Annexure-XV). By the said notice, the respondent no. 2, by invoking Rule 7 of the Fire Service Rules, 1989 (hereinafter referred to as "1989 Rules" for brevity), directed the petitioner to remove forthwith persons in possession or occupation of its building and to vacate the premises by 25.11.2022, failing which the petitioner was informed that the said authority in exercise of power conferred under Rule 7 and 13 of the said 1989 Rules would take legal measures for removal of persons in possession/ occupation of the premises/ building by the name of M/s. Landmark Hotel.

3. As the learned senior counsel for the petitioner and the learned Advocate General had jointly urged that as the pleadings had been exchanged and the case was ready as regards service of notice, the matter be heard and disposed of at the "admission" stage. Thus, the matter has been heard at length.

Case of the petitioner and submissions by the learned senior counsel for the petitioner:

4. In brief, the case of the petitioner company is that it took on a 20 year lease, effective from 04.05.2000 to 03.05.2020, a piece and parcel of property owned by the Board of Sports, Assam (respondent no. 3). Upon making investment for development of the said property, the petitioner is currently operating a hotel under the name and style of Landmark Hotel. It is projected that the lease has a clause providing for renewal of the lease for a further term of 20 years, for which option was exercised by the petitioner, but was rejected by the respondent no. 3. The said decision was assailed by the petitioner by filing W.P.(C) No. 2461/2020. However, as the Memorandum of Understanding dated 04.05.2000 contained arbitration clause, the said writ petition was disposed of by the learned Single Judge by directing the petitioner to approach the Arbitral Forum within 60 (sixty) days from 02.11.2021. The said order was assailed by filing intra-court appeal, which was registered as W.A. No. 341/2021. The Division Bench of this Court, by order dated 17.12.2021, disposed of the said appeal, by extending the period to approach the arbitral forum by another three weeks, i.e. 21 (twenty one) days, by directing the parties to do the needful within 22.01.2022.

5. The further case of the petitioner company is that consequently,

the concerned parties subjected themselves to an arbitration proceedings before the Arbitral Tribunal consisting of 3 (three) Hon'ble members. In connection with the said proceeding, the said learned Arbitral Tribunal, by an interim order dated 29.03.2022, directed that the respondent no. 3 shall not disturb the possession of the petitioner over the lease property, and further direction was issued to the petitioner to pay current and arrear rent and it was also provided that acceptance of rent by the respondent no. 3 would in no way prejudice its rights and contentions in the proceeding.

6. The grievance of the petitioner company, leading to filing of this writ petition is that the building was constructed as per the then prevailing National Building Code, 1983 and the petitioner had installed the requisite adequate fire fighting measures. Accordingly, the petitioner had obtained the requisite "no objection certificate" (NOC for short) from the State Fire Department, which was renewed from time to time till 31.03.2019. It is projected that although the petitioner applied for renewal of NOC for subsequent period, but the authorities neither inspected the premises nor renewed the NOC. However, after the petitioner had applied for renewal of NOC for the period from 01.04.2022 to 31.03.2023, the authorities from the Fire & Emergency Services, Assam had conducted an inspection for the first time in 20 (twenty) years in the month of July, 2022 and suggested that certain fire fighting measures be taken.

7. It is projected that while the petitioner was in the process of complying, the petitioner was served with a notice dated 05.09.2022, issued by the Fire Prevention Officer (East), Fire and Emergency Services, Assam ("F&ES, Assam" for short) informing that on expiry of three hours from the time of

service of notice, an inspection would be carried out. The petitioner by a letter dated 05.09.2022, informed the said authority that they had initiated the process of installing new equipments by placing order for the same and accordingly, request was made to carry out inspection after completion was reported. It has been projected that without waiting for information from the petitioner about the completion of installing fire safety measures, the authorities of F&ES, Assam carried out inspection of Hotel Landmark Building between 10.09.2022 and 21.09.2022, and by a notice under Form-B dated 28.09.2022, the petitioner was directed to implement as many as 20 (twenty) fire safety measures. In this regard, the learned senior counsel for the petitioner, by extensively referring to the said twenty fire safety measures, had submitted that certain requirements could not have been done overnight, like, (i) shifting of chimneys; (ii) separation of kitchen as per National Building Code of India, 2016 and Guwahati Building Construction (Regulation) Byelaws, 2014 (as amended); (iii) segregation of gas bank from kitchen and main hotel building; (iv) installation of reel-hose in each floor; (v) installing of yard hydrant around the building; (vi) installing automatic sprinkler system in each floor and kitchen; (vii) installation of wet chemical suppression system in cooking area; (viii) construction of pump house and installation of electric pumps and diesel pumps for certain equipments; (ix) smoke detectors on each floor to be replaced by mains-powered device with back-up battery with dual sensor smoke alarms; (x) installation of PA system; (xi) construction of underground water reservoir to store 1,50,000 litres; (xii) increase of overhead tank capacity to 20,000 litres. In this regard, it was submitted that many of the aforesaid items required large scale internal and external re-construction, requiring permission and/or NOC from various agencies including approval from the owner of the property, i.e.

respondent no. 3.

8. The learned senior counsel for the petitioner had submitted that the management of the petitioner is hearing rumour that the Government is also contemplating to acquire the property, for which the petitioner had also received feelers from the Government officials. Moreover, it was further submitted that the issue relating to extension of lease for a further period of 20 (twenty) years for the period from year 2020 to year 2040 is *sub judice* in the arbitration proceeding. Thus, it was submitted that the respondent no. 3 should give more clarity on the issue of extension of lease so that the petitioner is assured on return on their huge financial investment to install and/or implement all twenty fire fighting measures. The learned senior counsel for the petitioner has alternatively submitted that the Court would be pleased to direct the respondent authorities to extend time till 31.03.2023 to comply with the requirement of notice dated 28.09.2022 at whatever condition that may be imposed. It was also submitted that as there is no space in the lease area, the petitioner has written to the respondent no. 3 by letter dated 25.11.2022 to provide some space within the complex for constructing underground water storage tank, which has not been responded to.

9. The learned senior counsel for the petitioner has submitted that the notice dated 28.09.2022 was an action taken by the State Government in disguise after having failed to oust the petitioner from the lease property and accordingly, it was submitted that not only the notice dated 28.09.2022, issued by the Fire Prevention Officer (East), but also the impugned order 18.11.2022, is vitiated by "malice in facts" as well as by "malice in law". It was also submitted that in a building that was constructed when Building Code of 1983

was in force, the respondent authorities could not have imposed the requirements of Building Code of India, 2016, which was illegal and unlawful and amounted to give retrospective effect to the subsequent Building Code.

10. In the context of ongoing arbitration proceeding between the parties and proposal of the authorities to acquire the property are the intervening circumstances for which the petitioner could not undertake the requisite works in time and therefore, it was submitted that additional time for compliance was required to be granted to the petitioner.

11. It was also submitted that the petitioner is not declining to comply with the fire safety requirements, or defying statutory requirement, but if the Deputy Commissioner, Kamrup (M) is likely to initiate acquisition process, no purpose would be served to have the petitioner spend huge money in the name of complying with directions contained in the notice dated 28.09.2022.

12. It was submitted that Rule 6 of the Assam Fire Service Rules, 1989 had specifically referred to the Building Code, 1983 and therefore, it was submitted that Rule 6 of 1989 Rules must be conjointly read with Rule 9 of the 1989 Rules and therefore, reasonable time was required to be granted by the respondent authorities to enable the petitioner to obtain the requisite permission/ NOC and complete the works as required by the said authorities. It was also submitted that the Assam Fire Service Act, 1985 (hereinafter referred to as "AFS Act 1985") and the 1989 Rules must be considered to be enabling statute and therefore, time must be granted for all ancillary and incidental actions. In support of the said submissions, reliance was placed on the case of (i) *Reserve Bank of India v. Peerless General Finance and Investment Co. Ltd.*, (1996) 1 SCC 642; and (ii) *Sodhi Transport Co. & Anr. v. State of Uttar Pradesh*

& Anr., (1986) 2 SCC 486.

13. The learned Advocate General had submitted that it was permissible for the authorities to insist that fire safety measures be adopted as per the current building code in force. It was also submitted that as a hotel is a place where there is likelihood of a large public gathering as marriages and other ceremonies are celebrated there, it was the duty of the State Government and its agencies to insist on strict compliance of fire safety norms. In support of his submissions, the learned Advocate General has placed reliance on (i) The AFS Act, 1985; (ii) 1989 Rules; (iii) National Building Code of India, 2016; (iv) *Karnataka Live Band Restaurants Association v. State of Karnataka & Ors.*, (2018) 4 SCC 372; (v) *Sushil Ansal v. State through C.B.I.*, (2014) 6 SCC 173; (vi) *Oswal Agro Mills Ltd. v. Hindustan Petroleum Corpn. Ltd. & Ors.*, (2014) 2 SCC 491; (vii) *Municipal Corporation of Delhi v. Association of Victims of Uphaar Tragedy & Ors.*, (2011) 14 SCC 481; (viii) *Avinash Malhotra v. Union of India & Ors.*, (2009) 6 SCC 398; (ix) *V.M. Kurian v. State of Kerala*, (2001) 4 SCC 215, (x) *N.M.D.C. v. Statesman Ltd.*, 1989 Supp (2) SCC 547.

14. The pleadings and documents appended to the writ petition, affidavit-in-opposition by respondent no. 2, and affidavit-in-reply against affidavit-in-opposition filed by respondent no. 2 have been perused.

15. Two issues arise for determination in this case, viz.,

1. *Whether or not by referring to the Building Code of India 2016, it was permissible for the respondent no. 2 to issue notice to the petitioner to remove men and to vacate the premises by 25.11.2022?*
2. *Whether or not the impugned order under Memo No. F&ES/FPW/GH-283/876/2022 dated 18.11.2022 (Annexure-XV),*

issued by the Director, Fire and Emergency Services, Assam (respondent no. 2) was liable to be set aside and quashed?

Point of determination no. 1:

16. The point of determination no. 1 is taken up first. In the said context, it would be relevant to quote the provision of Rule 4 of the Assam Fire Service Rules, 1989, which is as follows:-

***“4. Minimum Standards-** The minimum standards for fire prevention and fire safety measures specified of buildings, warehouse, workshop, places of public entertainment or any other place shall be such as are provided in the chapter- IV of the National Building Code of India, 1983 or as may be revised from time to time.”*

17. Therefore, it appears that Rule 4 of the 1989 Rules do not envisage the minimum standard for the fire prevention and fire safety measure to be static, but it may be revised from time to time. Therefore, the Court is inclined to hold that Rule 4 of the 1989 Rules contains enabling provision for the F&ES, Assam to revise the standards. It may be mentioned that there is nothing in the impugned notice or other communications referred to by the learned senior counsel for the petitioner from which it can be gathered as if the respondent no. 2 was asking the petitioner to re-construct the building as per the National Building Code or as per current building bye-laws in force in Guwahati.

18. In the case of *Avinash Malhotra (supra)*, in a writ petition, being W.P.(C) 483/2004, which was decided on 13.04.2009, the Supreme Court of India had taken note of fire incident that had happened in Lord Krishna Middle School in District Kumbakonam and other incidents which have been enumerated in the said judgment, held that it has become imperative that each



school must follow the bare minimum safety standards, in addition to the compliance of the National Building Code of India, 2005. Thus, it is apparent that it would be permissible for the respondent no. 2 to adopt fire prevention and safety measures, which are embodied in the Building Code of India, 2016 of any other better standard that may be applied in the Country from time to time, which is in consonance with Rule 4 of the 1989 Rules, referred to herein before.

19. Therefore, in respect of the first point of determination, the Court is of the considered opinion that by referring to compliance with the requirement of fire prevention and fire safety measures as per the requirement Building Code of India 2016, it was permissible for the respondent no. 2 to issue notice to the petitioner to remove men and to vacate the premises by 25.11.2022.

20. The petitioner is admittedly operating a hotel, which has lodging facility and restaurant and moreover, the hotel space is used for holding marriage and other banquets. Therefore, it is permissible for the respondent no. 2 to direct the petitioner to install fire safety measures in terms of the requirement of the National Building Code, 2016. Therefore, if required, the petitioner would have to do and/or carry out such essential construction as may be required to install the fire prevention and fire safety measures. In the present case in hand, the respondent no. 2 by a notice dated 28.09.2022 under Form-B, directed the petitioner to implement as many as 20 (twenty) fire safety measures.

21. The second point of determination is taken up now.

22. In the considered opinion of the Court, the requisite fire

prevention and fire safety measures as directed by the respondent no. 2 has to be undertaken, if the petitioner is to operate a hotel from the building in question. The pendency of any litigation including arbitration between the petitioner and Board of Sports, Assam will not dissuade the respondent no. 2 to enforce the minimum standard of fire prevention and fire fighting measures.

23. Fire safety and fire fighting measures are mandatory in nature and the requirement of the prescribed standards cannot, in the considered opinion of the Court, be dispensed with. In the said context, we may refer to the observations made by the Supreme Court of India in the case of *V.M. Kurian (supra)*, where the mandatory building guidelines was dispensed with in favour of the builder. The relevant part of para-11 is quoted below:-

“11. Most surprising is that the requirement of having provision towards protection from fire hazards was also dispensed with. The minimum width of the staircase as required under Rule 21(11)(b), also got dispensed with. This shows that the Rules, which are mandatory in nature and are required to be complied with for construction of a high rise building, were allowed to be dispensed with. Observance and compliance of Rules is for public safety and convenience. There cannot be relaxation of Rules, which are mandatory in nature and cannot be dispensed with especially in the case of high rise building.”

24. In the case of *N.D.M.C. (supra)*, the Supreme Court of India had held to the effect that the opinion of the Fire Safety Officer would prevail. The relevant paragraph of the said judgment is quoted below:-

“29. But that is not to say that the rigid interpretation sought to be placed by the appellant on the bye-laws 16.4.8 and 16.4.8.1 is justified. It is, of course, wise in the interests of uniformity of administration of these Bye -laws and of elimination of possible complaints of partisanship, that the NDMC should insist upon adherence to the requirements of the Bye-law 16.4.8 on its own strict terms. That should not, however, denude the power of the appellant to accept designs which, in the judgment of the appellant, offer and incorporate fire safety precautions of higher measure. When fast and sweeping changes are overtaking the fundamental

ideas of building design and construction and new concepts of building material are emerging, it would be unrealistic to impute rigidity to provisions essentially intended to promote safety in building designs. As suggested in the National Building Code Bye-laws, provisions such as Bye-law 16.4.8 envisage certain minimal safety standards compliance with which should, generally, be insisted in order that there be uniformity and equal treatment and an elimination of imputations of favouritism and arbitrariness. If a building design incorporates fire safety measures in a measure promoting fire safety precautions far better than those suggested by the Bye-laws, they should not fetter the hands of the licencing authority to accept them. Under the relevant statute and the Bye-laws, the authority to grant or refuse the licence is the NDMC. It has the power to decide whether any proposals are an improvement on the prescriptions contained in the Bye-laws – which, indeed, is a matter of some complexity and, in conceivable cases, one calling for expertise is the NDMC itself. From the way the National Building Code, from which the provision is borrowed, has treated such provisions, it is not unreasonable to presume that the requirements were incorporated in the Bye-laws with a similar approach as to their import. The clearance from the Chief Fire Officer envisaged by Bye-law 17.1 is an additional condition and not a limitation on the power of the NDMC to satisfy itself that the building plans provide for adequate fire safety precaution in accordance with its bye-laws or in a better measure. The clearance by the Chief Fire Officer, which is expected involve and follow a technical assessment and evaluation, obliges the NDMC to give due weight to it but, having regard to the scheme and language of the Bye-laws the decision of the Chief Fire Officer is not binding on the NDMC. We accept the submissions of Shri Sibal that clearance of the plans by the Chief Fire Officer would not render it obligatory on the part of the NDMC ipso facto to treat the plans as necessarily complying with the requirements of relevant Bye-laws. While the clearance by the Chief Fire Officer is an indispensable condition for eligibility for sanction, however, such clearance, by itself, is not conclusive of the matter nor binding on the NDMC.

30. *On the material placed before us we are inclined to hold on points (a) and (b) that the requirements of Bye-law 16.4.8 are not inflexible and that in appropriate cases, where the plans and designs incorporate fire safety measures which, in judgment of the NDMC, are considered to provide for the safety in a measure better than those envisaged by the Bye-law 16.4.8, the NDMC would not be precluded from accepting them. Whether the plans submitted by respondent 1 distributing 'refuge-areas' in each floor provide such a better and more reliable fire safety measure is a matter for the decision of the NDMC. We also hold that the clearance from the Chief Fire Officer in this behalf though entitled to weight, would not be binding on the NDMC which can and is entitled to examine the question*

independently of such clearance from Chief Fire Officer."

25. With concern, we take note of the fact that the NOC issued by the competent authority of the F&ES Department to the petitioner to run its hotel establishment had lapsed on 31.03.2019. Therefore, for more than 3 year 8 months, the establishment of the petitioner is without a valid NOC.

26. Under the circumstances, when the respondent no. 2 is of the opinion that the petitioner was required to have certain additional fire prevention and fire safety measures, the petitioner is required to comply with the said requirements. There is no dispute that Rule 6 of the 1989 Rules provide for the same.

27. Moreover, if the petitioner does not comply with the measures as may be directed by the respondent no.2, under Rule 7 of the 1989 Rules, the respondent no. 2 derives the power and authority to seal buildings or premises.

28. Therefore, if the petitioner seeks to operate a hotel establishment from the building in question, the minimum fire prevention and fire safety measures, as suggested by the respondent no. 2 have to be complied with.

29. In the case of *Karnataka Live Band Restaurants Association (supra)*, the observations relevant to the present case is quoted below:-

"61. So far as Clause 8 is concerned, it is important as it deals with seating arrangements in the restaurants. It sets out six parameters in sub-clauses (1) to (6) to control the sitting arrangements in the restaurants. It also provides that every restaurant shall have at least one emergency exit in addition to normal doorway fitted with doors which open outward in the event of occurrence of any fire hazard. Similarly, Clause 9 provides that how the Notice Board would be displayed and what will be its contents.



62. *In our considered opinion, the conditions specified in Clauses 7, 8 and 9 directly deal with the public safety, comforts, convenience, morality and law and order and we have not been able to find any kind of unreasonableness or arbitrariness in any of the abovementioned clauses so as to hold that they are unworkable for running the restaurant and to display the three performances.*

63. *In our view, those who find themselves unable to ensure compliances of these conditions or feel that it is not possible for them to comply, may not display the performances in their restaurants.*

64. *As held above, the public interest, the welfare and the safety of general public always override the right of an individual. There is no prohibition for any individual to carry on such business. However, if he wishes to carry on such business, he has to follow the norms and the statutory regulation framed for carrying on the business. He cannot be heard to say that he will carry on the business but without ensuring the norms and the regulations framed for the purpose.*

65. *In our opinion, here comes the application of the two maxims quoted supra while determining the rights of an individual qua public and the State.*

66. *Indeed, we can take judicial notice of an incident occurred in recent past in a restaurant in Mumbai where life of several innocent people sitting in the restaurants were lost due to lapses in ensuring compliance of safety measures. Yet another incident of the similar nature occurred few years before in Upahar Theater in Delhi where several innocent people lost their life due to non-observance of safety measures.*

67. *When such incidents occur, they never obliterate from the memories of the citizen and leave a message to all the stakeholders that steps for strict compliance must be taken to avoid any such recurrence in future at any place. We hope that all the stakeholders will keep our observations in mind.*

68. Ninth, all the measures set out in Clauses 7, 8 and 9 need to be complied with in letter and spirit by every restaurant owner before obtaining the licence and that they must continue to observe its compliances during currency of the licence on regular basis for the benefit, safety and the welfare of the customers and the residents of the area."

30. The case of *Sushil Ansal (supra)*, decided by the two-Judge Bench of the Supreme Court of India on 05.03.2014, the substantial fine imposed on the owners of Uphaar Cinema was ordered to be shared equally between the management and the Delhi Vidyut Board. However, it may be

mentioned that another two-Judge Bench of the Supreme Court of India, in the case of *Association of Victims of Uphaar Tragedy (supra)*, decided on 13.10.2011, the licensee (appellant in CA No.6748 of 2004) and Delhi Vidyut Board (DVP for short) were held jointly and severally liable to compensate the victims of the Uphaar fire tragedy, and it was further held that though their liability was joint and several, as between them, the liability shall be 85% on the part of the licensee and 15% on the part of DVB. Thus, we have to accept the submissions made by the learned Advocate General that the State Fire & Emergency Services, Assam, being an instrumentality of the State has a statutory duty to ensure that in places where there is a public gathering, the fire prevention and fire safety measures are at place and in working condition and that they are as per the norms to be decided by the respondent no. 2.

31. In the present case, the respondent no. 2 is the statutory authority to implement the AFS Act, 1985 and 1989 Rules. Therefore, the direction of the said authority to the petitioner to comply with the fire prevention and fire safety measures cannot be held to be illegal or arbitrary, or in colourable exercise of power. The said order does not amount to infringement of any legal or fundamental right of the petitioner to do business.

32. Hence, in light of the discussions above, we are unable to hold that the impugned order under Memo No. F&ES/FPW/GH-283/876/22 dated 18.11.2022 (Annexure-XV), issued by the Director, Fire and Emergency Services, Assam (respondent no. 2) is illegal, arbitrary or in colourable exercise of power and as such the said impugned order is not liable to be interfered with. The cases cited by the learned senior counsel for the petitioner does not help the petitioner in any manner, for which no purpose would be served in burdening

this order with the discussions on the same as they are not authority on the point that the respondent no. 2 had no authority to issue the impugned notice or to impose fire prevention and fire safety measures. The second point of determination is answered accordingly.

33. Nonetheless, taking note of the arbitration between the petitioner and the Board of Sports of Assam, and specifically taking note of the interim order that has been passed therein, protecting the petitioner from eviction, the Court is inclined to provide as follows:-

- a. The petitioner is permitted to seek extension of time from the respondent no. 2 to carry out the directions as contained in the notice issued by the Director, Fire and Emergency Services, Assam (respondent no. 2) under Memo No. F&ES/FPW/GH-283/876/22 dated 18.11.2022 (Annexure-XV).
- b. However, it is also provided that during the interregnum, and till the fire prevention and fire safety measures are put in place within the time allowed, the petitioner would submit their management's undertaking by way of an affidavit before the respondent no. 2 to forthwith forgo running or operating hotel business from the building from where Hotel Landmark is being operated, which includes discontinuation of any kind of lodging service, food and catering to guests, invitees or marriage and other banquets, whatsoever, save and except housing and mess for the watch and ward staff i.e. security personnel.
- c. It is further provided that subject to submitting of such an undertaking before the respondent no. 2 within an outer period of



10 (ten) days from the date of the order, the respondent no. 2 is directed not to seal the building so as to enable the petitioner to carry out no work therefrom, other than installing fire prevention and fire safety measure.

d. In the event the respondent authorities find the petitioner to be operating hotel business without obtaining NOC from the authorities under the respondent no. 2, it would be open to the respondent no. 2 to implement its order under Memo No. F&ES/FPW/GH-283/876/22 dated 18.11.2022.

34. Therefore, reliefs as prayed for by the petitioner in this writ petition are refused. However, liberty as indicated in para 33 above is granted to the petitioner. On the above terms, this writ petition stands disposed of.

35. Under the circumstances, there shall be no order as to cost.

JUDGE

Comparing Assistant