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IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment reserved on: 04.05.2026

Judgment delivered on: 19.06.2026

Judgment uploaded on: *As per Digital Signature~*

+ **LPA 16/2020 CM APPLs. 1359/2020, 21664/2024, 26156/2024, 502/2025, 1924/2025**

M/S EG COMMUNICATIONS PVT LTD & ORSAPPELLANTS

versus

ELECTION COMMISSION OF INDIA & ORSRESPONDENTS

Advocates who appeared in this case

For the Appellants : Mr.Ashish Mohan, Sr. Advocate with Mr. Akshit Mago and Mr Auritro Mukherjee, Advocates.

For the Respondents : Mr. Sanjay Vashishtha, SC for Election Commission of India with Mr Siddhartha Goswami, Mr Krish Bhatia, Mr Aditya Sachdeva, Advocates.
Mr. Devvrat Yadav, Advocate for UOI.
Mr. Tarun Johri, Mr. Ankur Gupta and Mr. Vishwajeet Tyagi Advocates for R3/DMRC.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

JUDGMENT

V. KAMESWAR RAO, J.

1. The present Letters Patent Appeal has been filed against the Judgment dated 09.01.2020 passed by the learned Single Judge in W.P.(C)



No.12073/2019 dismissing the writ petition filed by the Appellants.

2. At the outset, we may narrate a brief factual background of the controversy as laid out in the appeal. The Appellants are companies registered under the provisions of the Companies Act, 1956 and pursuant to some tenders issued by the Respondent No. 3/Delhi Metro Rail Corporation (DMRC) from time to time for grant of advertising rights in the DMRC, the Appellants bid for and were awarded contracts for advertising on metro trains on various lines for different types of advertisement, i.e., inside trains, outside trains, outside civil structures, etc. On 07.10.2008, *vide* communication bearing No. 3/7/2008/JS-II, the Respondent No.1/Election Commission of India revised the guidelines and instructions pertaining to the prevention of defacement of property and other campaign-related items. The Respondent No.1 circulated a comprehensive set of guidelines with respect to defacement of property which, *inter alia*, stated as under:

“4 (c) If there is specifically earmarked place provided for displaying advertisement in a public place, e.g. bill boards, hoardings etc. and if such space is already let out to any agency for further allocation to individual clients, the District Election Officer through the equitable opportunity to have access to such advertisement space for election related advertisements during the election period.”

3. By way of memorandum dated 15.10.2013, the Respondent No. 3, on the basis of the revised guidelines, clarified the position as regards advertisement rights of political parties on commercially authorized sites and stated as under:

“It is clarified that while the Delhi Prevention of



Defacement Act stipulates that no defacement of Public or private property (in public view) shall be allowed, there is no ban on political party putting up their advertisements on commercially authorised sites. Instructions may be issued to all the field functionaries including Flying Squads, SHOs etc. that advertisement material from such authorised sites may not be removed.”

4. The Respondent No.3, on the basis of the aforesaid memorandum dated 15.10.2013 and upon a query raised by the Appellant No.1, *vide* letter bearing No. CEO/MCC/102(7)Pt.1/2013/739 dated 31.10.2013, had clarified as under:

“With reference to your letter dated 29.10.2013, on the subject cited above, it is informed that this office has already issued a Memorandum dated 15.10.2013 (copy enclosed) wherein, it has been clarified that there is no ban on political party putting up their advertisements on commercially authorised sites”

5. The Respondent No.2/ Chief Electoral Officer, Government of National Capital Territory of Delhi *vide* memorandum bearing No. F.CEO/MCC/Misc/108-12 dated 23.03.2019, while relying upon paragraph 4(c) of the Model Code of Conduct (MCC), further fortified its stand by clarifying that political parties have the right to advertise at commercially authorized sites. Further, to ensure that no other provision of the MCC was violated, it was stated that political parties may, however, be asked to keep detailed and complete expenditure records accounting for such advertisements. On 10.04.2019, *vide* letter bearing F.No. CEO/MCC CELL/47/2019/564, the Respondent No.2 informed the Respondent No.3 that it is in receipt of a complaint that advertisements containing the photos



of Shri Narendra Modi and Shri Arvind Kejriwal are installed in Delhi metro trains and stations when the MCC was in force. By way of letter dated 11.04.2019, the Respondent No.3, in response, stated that the political advertisements were put as per the provisions of the MCC on a commercial basis. The Respondent No. 2, by way of letter dated 17.04.2019, sought specific clarifications as to what are the guidelines of the DMRC for allowing of political advertisements when the MCC is in force, and whether the same has been featured in the said agreements with the advertising agency.

6. In response to the letter dated 17.04.2019, the Respondent No. 3 *vide* letter dated 18.04.2019, confirmed that its guidelines allow political advertisements while the MCC is in force. However, no advertisements of any political party violating the MCC are allowed. It was also confirmed that the above aspects feature in the agreements with the advertising agencies.

7. The Respondent No. 1, *vide* letter dated 29.12.2015, banned the use of public/civil structures owned by Public Sector Undertakings (PSUs) for political advertisements during the period of the MCC.

8. The Respondent No. 2 thereafter, *vide* communication dated 08.05.2019 addressed to Respondent No. 1, summarized the position as regards the complaint received by it on 08.04.2019 and the steps taken thereafter. It was pointed out that there is a clause in the policy, and also in the license agreements entered into with the advertising agencies by the Respondent No. 3, which allows political advertisements on commercial sites. The Respondent No. 2 also stated that the instructions issued by



Election Commission of India are silent for cases where there are already specific clauses in the agreements, as well as in the policy of the concerned PSU, allowing political advertisements.

9. Despite this position, the Respondent No. 1 proceeded to issue a letter dated 13.06.2019, the relevant portion whereof reads as under:

“You are therefore, requested to advise Delhi Metro to insert appropriate clause to the following effect in the main part of contract with advertisement agencies, immediately, in terms of para 12.3.4 of the MCC Manual 2019 and in accordance with the Commission's instructions dated 29.12.2015 referred to above so as to avoid complaints about political advertisements on their premises which will affect the level playing field during elections in future:

“No political advertisement shall be displayed/posted at the space provided on lease for commercial advertisement during the period of Model Code of Conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.”

10. By way of letter dated 20.06.2019, the Respondent No. 2 requested the Respondent No. 3 to comply with the directions of the Respondent No. 1 Commission. In response, the Respondent No. 3, vide letter dated 12.07.2019 addressed to the Respondent No. 2 stated that the instructions issued by Respondent No. 1 vide letter dated 29.12.2015 were purely for those PSUs which either do not have commercial sites or have commercial sites where their agreement with the advertising agency does not have a clause in relation to political advertisements. It was also pointed out that the license agreements only have a standard clause in relation to political advertisements during the period of the MCC, and the contracts were



awarded under the mandate of the President of India under the provisions of the Metro Railways (Operation and Maintenance) Act, 2002. Therefore, Respondent No. 3 requested the Respondent No. 2 to consider and review the decision regarding the incorporation of the impugned clause.

11. The Respondent No. 2, *vide* letter dated 19.08.2019, directed the Respondent No. 3 DMRC to insert the impugned clause in terms of the directions of the Respondent No. 1, and to ensure compliance thereof by 31.08.2019.

12. In compliance with the letter dated 19.08.2019, the Respondent No. 3 on 26.08.2019, proceeded to substitute/insert the following clause in the license agreements:

“No political advertisement shall be displayed/posted at the space provided on lease for commercial advertisement during the period of Model Code of Conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.”

13. The Appellant No. 1, *vide* representation dated 05.09.2019, highlighted the relevant clause of the license agreement permitting political advertisements to be displayed at metro stations/trains. It also highlighted the fact that it had participated in the tender process for securing long-term licenses for advertising rights, which are mostly for a period of 10 years, taking into account the substantial potential earnings from political advertisements during elections (four to five elections in 10 years) and had even accordingly structured/constructed their bids. The relevant clause in the license agreement is in terms with Clause 12.3.2 of the MCC, thus ensuring



that the provisions in the license agreement permitting political advertisements are in conformity with the MCC.

14. On receipt of the representations of the Appellant No.1 and others, the Respondent No. 3, *vide* letter dated 23.09.2019, took up the matter with the Respondent No. 2, raising the concerns of the advertisement agencies with regard to the inclusion of the impugned clause in the license agreements.

15. In the meantime, the Respondent No. 1, *vide* letter bearing No. 437/Terr/DL-HP/NS-II/2019 dated 01.10.2019, clarified that there is no ban on the use of bus queue shelters and other media for campaigning by political parties and candidates during the enforcement of the MCC, if such sites are earmarked for advertisement purposes.

16. The Respondent No. 3 DMRC, *vide* letter dated 03.10.2019, informed the Appellants that it is not agreeable with the representations seeking concession in the license fee. It further went on to state that the newly implemented clause is in force and applicable to all advertisement contracts under it.

17. Aggrieved by the above, the Appellants filed the writ petition, which was dismissed by the learned Single Judge by the impugned judgment.

18. Mr. Ashish Mohan, learned Senior Counsel for the Appellants has submitted that the learned Single Judge erred in not considering and appreciating that the Respondent No. 1 has acted in an arbitrary, discriminatory, illegal, and unreasonable manner in violation of Article 14



of the Constitution of India, inasmuch as on the one hand it has banned political advertisements from being displayed in metro stations and trains, but on the other hand, by letter dated 01.10.2019, it clarified that there is no ban on the use of bus queue shelters, etc., for media campaigns by political parties and candidates during the operation of the MCC, if such sites are earmarked for advertisement purposes.

19. Mr. Mohan further submitted that the classification created by the Respondent No. 1 while issuing the letter dated 13.06.2019 is patently discriminatory as there is no intelligible differentia in restricting advertisement by political parties at commercially available and authorized spaces under the license agreements. At the same time, it is clear that the Appellants are permitted to advertise at public places such as bus queue shelters if such sites are earmarked for advertisement during the operation of the MCC and the same has been clarified *vide* its letter dated 01.10.2019 issued by the Respondent No. 1, which distinction is artificial and without any basis. Reliance is placed on the judgment of the Supreme Court in ***Budhan Choudhary v. State of Bihar, AIR 1955 SC 191***, wherein the twin test of reasonableness was laid down. It is stated that the action of Respondent No. 1 fails the test of reasonable classification under Article 14 of the Constitution of India, and that the Respondents are liable for acting in a *mala fide* manner, adopting a discriminatory stand in their actions, and unilaterally including the impugned clause in the license agreements.

20. He has relied upon the judgments of the Supreme Court in ***Bijoe Emmanuel & Ors. v. State of Kerala & Ors., (1986) 3 SCC 615*** and ***Maharashtra Ekta Hawkers Union & Ors. v. Municipal Corporation,***



Greater Mumbai & Ors., (2014) 1 SCC 490, to contend that any law which may be made under Clauses (2) and (6) of Article 19 to regulate the exercise of the right to the freedoms guaranteed by Article 19(1)(a) and (g) must be ‘a law’ having statutory force and not a mere executive or departmental instruction.

21. The case of the Appellants is that the letter dated 13.06.2019 does not have any statutory basis and, therefore, does not constitute ‘a law’ under Clause (6) of Article 19 and, therefore, cannot be the foundation for any action aimed at curtailing the fundamental rights of the Appellants under Article 19(1)(g) to carry out trade or business.

22. The learned Senior Counsel has also contended that even the method and manner of inclusion of the impugned clause in the license agreement by way of letter dated 26.08.2019 was unilateral and without consent, thus rendering it improper, unfair, unreasonable, arbitrary, and as such, it is liable to be set aside.

23. According to him, the learned Single Judge also erred in not appreciating that the actions of the Respondents are contrary to their own stand, as is evident from memoranda dated 15.10.2013 and 23.03.2019, and also letters dated 07.10.2008 and 31.10.2013, which show that there was never a ban on political parties putting up advertisements on commercially authorized sites.

24. He also stated that the instructions of the Respondent No. 1 dated 29.12.2015, based on which the letter dated 13.06.2019 was issued by it, in fact runs contrary to the impugned clauses. The relevant part of the



instructions dated 29.12.2015 reads as under:

“In case there is no specific provision in the by-laws of PSUs or in their agreements with tire advertisement agencies to whom they let out space for advertisement for prohibiting display of political advertisement, PSUs may be instructed to add a para in their commercial agreements with commercial agencies/companies while providing space on lease to the advertisement agency for placing commercial advertisements that "No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement like airports, railway stations. Inter State/Local Bus Stands, Govt. transportation post offices. Government hospitals/ dispensaries etc. (except on main highways, main roads etc.) during the period of Model Code of Conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.”

25. It is stated that the above stipulation is in stark contrast to the concerned clause that is now being sought to be included by way of letter dated 26.08.2019.

26. He has submitted that the learned Single Judge did not consider that the Appellants had participated in the tender process for securing long-term licenses for advertising rights, which are mostly for a period of 10 years, taking into account potential substantial earnings from political advertisements, i.e., expecting around four to five elections in 10 years, and had constructed their bids accordingly. The impugned action of the Respondents will have significant business and financial implications for not only the Appellants but also for the Respondent No.2, inasmuch as by banning political advertisements at metro stations/trains, it will be in breach



of the license agreements as executed between the parties.

27. He submitted that during the course of this appeal, the Respondent No, 1 issued a circular dated 02.01.2024 conveying “*consolidated instructions in suppression of all instructions issued earlier*”, which is inherently contradictory and vague. This is evident from a bare perusal of the circular, which states display of political advertisement during the MCC would be prohibited. However, the circular, under Section VII, further states that political advertisement during MCC shall be expressly permitted till the time “*all political parties and candidates get equitable opportunity to have access to advertisement space*”.

28. In any case, the Municipal Corporation of Delhi *vide* circular dated 03.04.2024 and the Delhi Transport Infrastructure Development Corporation *vide* circular dated 05.04.2024 have permitted the display of political advertisements during the MCC on licensed public spaces.

29. Mr. Mohan submitted that in view of the above, the actions of the Respondents are in violation of Articles 19(1)(g) and Article 14 of the Constitution, and they are liable to be set aside.

30. Mr. Sanjay Vashishtha, learned Standing Counsel for the Election Commission of India, submitted that on 29.12.2015, the Respondent No. 1 notified Instruction No.21 directing PSUs, including the Respondent No. 3 DMRC, to incorporate clauses in their agreements that restrict political advertisements during the period in which the MCC is in force. On the basis of this instruction, the impugned letters were issued. The said clause reads as under:



“No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.”

31. He stated that the learned Single Judge rightly rejected the challenge to the impugned letters for the following reasons:

- a) The impugned letters have been issued in consonance with the MCC.
- b) The restrictions imposed under the impugned letters are for a limited period during which the MCC is in force.
- c) The impugned letters only restrict the display of political advertisements, while the Appellants are free to display all other advertisements.
- d) The restrictions imposed are narrowly tailored in furtherance of a laudable State aim and are therefore valid.
- e) Without prejudice, under-inclusiveness, if any, in the impugned letters does not violate Article 14.

32. Mr. Vashishtha has submitted that the grievance of the Appellants arises from a contractual dispute which is beyond the scope of writ jurisdiction. The contention of the Appellants that the inclusion of the impugned clause in the license agreement between the Appellants and the Respondent No. 3 is a unilateral novation of the license agreement and contrary to law, is clearly a contractual dispute and beyond the writ jurisdiction of this Court under Article 226 of the Constitution. The license



agreement stipulates that any disputes between the parties arising from the agreements are subject to resolution by arbitration. Therefore, the Appellants ought to exercise their alternative remedies for resolution of their grievances. In any event, Respondent No. 1 is not a party to this license agreement and therefore has no privity of contract with the Appellants.

33. It is his case that the Respondent No. 1-Election Commission of India is entrusted with *sui generis* powers under Article 324 of the Constitution to issue instructions having the force of law. The Supreme Court in a catena of judgments has held that Article 324 of the Constitution is a plenary provision, under which the Commission is empowered to issue directions or to take actions in matters that are linked to elections and are otherwise not governed by any statute enacted by the Parliament or State legislatures. In fact, the Supreme Court in ***Union of India v. Association for Democratic Reforms, (2002) 5 SCC 294***, and ***S. Subramaniam Balaji v. State of Tamil Nadu, (2013) 9 SCC 659***, had directed the Respondent No. 1 to pass directions and frame guidelines in exercise of such plenary powers. In the absence of any statute governing political advertisements during the election period, the instructions came to be issued by the Respondent No. 1 to ensure a level playing field. The impugned letters have been passed on the basis of this instruction. Clearly, both the instructions and the impugned letters issued by the Respondent No.1 under Article 324 of the Constitution, have the force of law, and are binding.

34. He has also stated that under the license agreements, the Appellants have undertaken to comply with the MCC while displaying advertisements. The instructions and the consequent impugned letters have been issued by



the Respondent No.1 to ensure compliance with the MCC. The Appellants cannot be permitted to reprobate from their contractual obligations under the license agreements, which is now being sought to be done by them through this appeal.

35. That apart, he submitted that the restriction imposed by the impugned letters is partial, reasonable, and is only applicable for the limited period in which the MCC is in force. In any event, the Appellants are free to display non-political advertisements even during the MCC period. The restriction is not total, but reasonable and does not violate Article 19(1)(a) and (g) of the Constitution.

36. Mr. Vashishtha has contested the submission on behalf of the learned Senior Counsel for the Appellants that there is no reasonable classification between metro stations/trains, and bus queue shelters. He stated that the submission is contrary to the settled position of law that classification needs to be exact or guided by a precise formula, and does not require scientific exclusion or inclusion. Bus queue shelters are located on public roads, and the advertisement spaces provided in such shelters are similarly placed to the advertisement hoardings on public roads. These do not *per se* fall within the definition of government buildings. Metro stations/trains and bus queue shelters are therefore entirely distinct, as perceived by the public at large.

37. It is contended that the under-inclusiveness in the impugned letters does not in any way violate Article 14 of the Constitution. It is settled law that a statute providing for under-inclusion would not ordinarily be held to be invalid under Article 14. Mere under-inclusion does not mean a denial of



equal protection of laws. In fact, infringement of Article 14 is not attracted in cases where under-inclusiveness is marginal. It is open to the lawmaker to remedy parts of a mischief or to recognize degrees of evil and strike at the harm where it is most acute. Reliance in this regard is placed on the judgment of the Supreme Court in the case of ***Superintendent and Remembrancer of Legal Affairs v. Girish Kumar Navalakha, (1975) 4 SCC 754***. He stated that the Court, when faced with the issue of under-inclusion, ought not to force the legislature to address a large-scale problem in a single stroke without leaving room for phased implementation, or to apply different remedies to different evils in the same field. This is for the reason that Article 14 of the Constitution does not require an authority like the Election Commission of India to extend its regulations to all cases within its reach, or regulate them in the same manner.

38. Mr. Tarun Johri, learned counsel for the Respondent No. 3/DMRC has submitted that there is no reasonable basis for the Respondent No. 1 to ban political advertisements inside metro trains/stations, but to allow the same on highways and main roads etc. As such, the letter dated 13.06.2019 of the Respondent No. 1 is in violation of Article 14 and Article 19 of the Constitution of India. However, the Respondent No.3 being a PSU, is bound to comply with the directions of the Respondent No. 1, and as such issued the impugned letter dated 26.08.2019. Clause 12.1 of the licence agreements mandates the Appellants to comply with all governing laws. He has also stated that the Respondent No. 3 had never suggested or assured the Appellants of any financial benefits or profits from the display of political advertisements during elections in the tender conditions, and as such had no



knowledge of the Appellants' assumptions or financial model for submission of their bids.

39. Having heard the learned counsel for the parties and perused the record, the only issue that arises for consideration is whether the learned Single Judge is justified in dismissing the writ petition filed by the Appellants challenging the letter dated 13.06.2019 issued by the Respondent No. 1. A consequential prayer sought by the Appellants is that the Respondents be restrained from interfering with the lawful business of the Appellants pursuant to their respective licence agreements.

40. There is no dispute that the Appellants have participated in the tender process and secured long term licences for advertising rights for a period of ten years. The licence agreements were entered into by the Appellants No. 1 to 4 on 25.03.2019, 16.10.2015, 15.10.2018 and 15.10.2013 respectively. It was the case of the Appellants that they had submitted their tenders taking into account the potential substantial earnings from political advertisements during the election period and considering that there are 4-5 elections in the span of ten years. The Respondent No. 1 had issued directions to the Respondent No. 2 to advise the Respondent No.3 to insert an appropriate clause in the contract with the Appellants, *inter alia*, that no political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement during the period of operation of the MCC. If there were any existing political advertisement in the provided space, the same were directed to be removed immediately on the enforcement of the MCC.



41. Before we deal with the submissions as canvassed by Mr. Mohan, it is relevant to note that the learned Single Judge after referring to Clause 12.3 of the MCC relating to the restrictions on use of public properties for political advertisement, while dismissing the petition, had *inter alia*, held the following:-

- i) The Appellants are merely service providers, who had entered into contracts with the Respondent No. 3 and hired the commercial spaces for displaying of the advertisement of third parties. As such, no fundamental right of freedom of speech or expression of the Appellants is affected;
- ii) Even the freedom to carry out trade or business is also not curtailed as the Appellants are within their rights to display advertisements which are not political on the available spaces during the operation of the MCC;
- iii) The restriction on political advertisements is only for a limited period of around one month when the MCC is in operation and since 4-5 elections would be held during the span of ten years, the restriction is only for a limited period of 4-5 months in total;
- iv) The restrictions are not unreasonable keeping in view the object sought to be achieved by the impugned directions, i.e., free, fair and transparent elections; and
- v) The interest of the Appellants is purely commercial in nature and between the commercial interest of the Appellants and larger public interest for holding the free, fair and transparent elections, the balance clearly tilts in favour of the latter.

42. The submission of Mr. Mohan is primarily on the violation of Article



14 of the Constitution of India inasmuch as on the one hand, the Respondents have banned political advertisements from being displayed on metro stations and trains, but on the other hand, *vide* letter dated 01.10.2019, clarified that there is no ban on the use of bus queue shelters and other media for campaigning by political parties during the enforcement of the MCC. The answer of Mr. Vashishtha to this is primarily that there cannot be any comparison between bus stations/queue shelters and metro stations/trains inasmuch as bus stations/queue shelters are located on public roads and the advertisement spaces provided therein are similar to billboards on public roads. We agree with this submission of Mr. Vashishtha.

43. That apart, metro trains/stations are exclusively identified with the government and as noted by the learned Single Judge, the restrictions put on metro trains/stations are with a view that political advertisements must not be identified with the government.

44. In any case, even the fact that advertisements have been allowed in bus stations/queue shelters would not help the case of the Appellants as Article 12.3.1 of the MCC specifically restricts political advertisements on public properties including bus stands. In other words, by attempting to rely on political advertisements in bus stations/queue shelters, the Appellants are seeking negative equality, which cannot be granted.

45. The plea of Mr. Mohan that the restrictions violate Article 19(1) (a) and (g) of the Constitution of India, is also not impressive for the simple reason there is no total restriction put on the Appellants in carrying out their business. They are free to display advertisements that are not political in



nature, even during operation of the MCC. Ban on display of political advertisements, that too for a limited time, does not mean that the Appellants have been restricted from displaying any advertisements. As such, the plea that there is a violation of Article 19(1) (a) and (g) of the Constitution of India, is unmerited.

46. Another submission of Mr. Mohan is that the impugned restrictions are in violation of Article 19(2) of the Constitution of India, as any regulation of the right to freedoms guaranteed by Article 19(1) (a) and for that matter (g) must be through a law having a statutory force and not mere any executive or departmental instructions. On this, Mr. Vashishtha has stated that the Respondent No.1 is entrusted by Article 324 of the Constitution of India with *sui generis* plenary powers to issue instructions which shall have the force of law, in matters connected to elections which are not otherwise governed by statutes. He relied upon the decisions of the Supreme Court in the cases of ***Association for Democratic Reforms (supra)*** and ***S. Subramaniam Balaji (supra)*** wherein the Supreme Court has directed the Election Commission of India to pass directions and frame guidelines in exercise of the plenary powers of the Commission in cases where there is absence of statutes. According to him, in the absence of any statute governing political advertisements during the election period, instructions were issued by the Respondent No. 1 to ensure a level playing field. The impugned letters have been passed on the basis of such instructions. The submission that the instructions and impugned letters having been issued by the Respondent No. 1 in exercise of the power under Article 324 of the Constitution, shall have the force of law and are binding,



is appealing.

47. Mr. Mohan has relied upon the judgments in the cases of ***Budhan Choudhary (supra)***, ***Bijoe Emmanuel (supra)*** and ***Maharashtra Ekta Hawkers Union (supra)*** in support of his submissions. We find that the impugned instructions and letters adequately satisfy the requirements set out in the judgments.

48. At this stage, we also note that the licence agreements entered into by the Appellants No. 2 and 4 on 16.10.2015 and 15.10.2013 respectively have expired at the end of the contractual period of 10 years. The licence agreements entered into by the Appellants No.1 and 3 are ending on 25.03.2029 and 15.10.2028 respectively and it is not the case of the appellants that elections are due in Delhi before the said dates for them to participate, if the directions are set aside.

49. Keeping in view the totality of facts, and our discussion above, no interference is called for with the impugned judgment.

50. The appeal is bereft of any merit and is accordingly dismissed. The pending applications are disposed of as infructuous.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

JUNE 19, 2026/᳚