

(2017) 02 AHC CK 0227
In the Allahabad High Court
Case No : 2807 of 2017

A S SALES CORPORATION

APPELLANT

Vs

UNION OF INDIA

RESPONDENT

Date of Decision : 08-02-2017

Acts Referred:

Citation : (2017) 02 AHC CK 0227

Hon'ble Judges : Amreshwar Pratap Sahi, Sanjay Harkauli

Bench : Division Bench

Advocate : Ram Raj, Pankaj Srivastava

Final Decision : Dismissed

Judgement

1. Heard Sri Ram Raj, learned counsel for the petitioner. The petitioner was awarded a contract for running vending stalls at Varanasi Railway Station by the respondents - Railways. The contract was for three years and has come to an end on 04.02.2017.

2. The petitioner contends that his only prayer is that till such any new arrangement is made by the respondent - Railways, the petitioner should be allowed to continue to run his stalls. For this, the petitioner has relied on certain orders passed by this Court, copies whereof have been filed along with the writ petition as Annexure 10 to the writ petition. The said orders are dated 13.06.2016, 11.07.2016 and 23.08.2016 in three different writ petitions.

3. Learned counsel for the petitioner also submits that in view of the judgment of the Andhra Pradesh High court in the case of S.C.R. Caterers vs. Senior Divisional Commercial Manager decided on 16.08.2013, the petitioner has also a right of renewal, which has not been considered by the respondents and even otherwise, the petitioners have a right to continue to run their stalls and get their renewal considered by the respondents in terms of the agreement itself.

4. Learned counsel for the petitioner has also invited the attention the court to

the decision of the Supreme Court in the case of Senior Divisional Commercial Manager vs. S.C.R. Caterers; 2016 (3) SCC 582, which upholds the judgment of the Andhra Pradesh High Court referred to herein above to advance his submissions. Learned counsel submits that since this is an innocuous relief being prayed for, the same deserves to be granted.

5. Learned counsel for the respondent - Railways Smt. Suniti Sachan has urged that the same petitioner had filed a writ petition No.25449 (MB) of 2016 that has been dismissed on

24.10.2016, subsequent to the orders which have been relied upon by the petitioner in relation to the stall at Lucknow Railway Station. In view of this, the present writ petition also stands covered by the aforesaid judgment and the same does not call for any interference.

6. We have considered the submissions raised and we find that so far as the agreement is concerned, the same was for three years, the period whereof has expired but it provides for a clause for renewal at the discretion of the Railways. Clause 3 (Kha) of the agreement, however, extends this benefit of renewal only in the case the stall owner has moved an application for renewal six months prior to the expiry of the period of the agreement. Admittedly, in this case, no such application for renewal has been moved. Clause 3 (Ga) provides that the railways will have the discretion to fix the rates even after the period of expiry of the tenure of agreement but such increase shall be subject to the terms and conditions mentioned therein.

7. Thus, on a perusal of these clauses, it is evident that the right of renewal is only available on the moving of an application by the vendor and its decision thereon is at the discretion of the Railways. The petitioner not having moved any application for renewal, the judgment in the case of Senior Divisional Commercial Manager (supra), as relied upon by the petitioner, therefore, will not come to his aid.

8. Coming to the issue of the judgment in writ petition No.25449 (MB) of 2016, the facts are the same at Lucknow and Varanasi. The petitioners admittedly does not claim any right of extension. They only pray that they should be allowed to run the stall till any alternative arrangements are made. On this, we had made a query from the learned counsel for the Railways, who informs the court that the railways do not intend to continue any such stalls and as a matter of fact, the catering services are being contemplated to be handed over to the Indian Railway Catering Tourism Corporation.

9. Consequently, we find no reason to extend any such benefit as prayed for by the petitioner by way of a mandamus without prejudice to the rights of the respondent - Railways to make any arrangement that may be suitable for the catering services. The writ petition is dismissed with the said observations.