
(2015) 09 AHC CK 0135

In the Allahabad High Court

Case No : Civil Misc. Writ Petition No. 49134 of 2015

Hari Kishan

APPELLANT

Vs

Union of India and Others

RESPONDENT

Date of Decision : 01-09-2015

Acts Referred:

Citation : (2015) 10 ADJ 207

Hon'ble Judges : Arun Tandon and Shashi Kant, JJ.

Bench : Division Bench

Advocate : Sanjiv Singh, for the Appellant; M.K. Sharma, for the Respondent

Final Decision : Dismissed

Judgement

1. Petitioner before this Court, was granted a contract for catering and running refreshment room unit on platform No. 1 at Agra Fort Railway Station, Agra. This contract was entered into between the Railways and petitioner on 21st June, 1997. According to paragraph No. 4 of the writ petition, the term of the contract was last extended on 7.5.2015 and that under the extension, the petitioner has right to continue for a period of six months, i.e. up to 20.10.2015 (reference page 49 of the writ petition). It is the case of petitioner that without considering the renewal of his term in accordance to the policy decision of Railways known as "Catering Policy, 2010", the respondents are proceeding to settle the catering rights for running of refreshment rooms by inviting fresh tenders. It is contended that identical matters are engaging the attention of Hon'ble Supreme Court in the case of Senior Divisional Commercial Manager v. S.C.R. Caterers Dry Fruits and others, being Special Leave to Appeal (Civil) No(s). 9921 - 9923 of 2014, wherein interim order has been passed permitting the Railways to continue with the process of tendering, but finalization of tenders has been stayed till further orders.

2. Reference has also been made to the interim order dated 28.8.2014, passed by this Court in Writ Petition No. 45383 of 2014 - M/s. Dharmendra Kumar

Catering Licencee v. Union of India Thru" Secy. Rly. Board and 3 others.

3. We may record that the interim order passed by the Apex Court and that passed by this Court referred to above, are clearly distinguishable in the facts of the case. From the catering policy, which has been brought on record before us as Annexure 4 to the writ petition, we find that right of renewal under Clause 17, is not as a matter of right. The licensee must apply for renewal minimum six months in advance before the expiry of the contract. If the conditions for renewal are satisfied the application shall be considered. It is therefore, clear that in respect of right of renewal to be exercised by existing licensee, he has to submit renewal application, six months prior to the expiry of the term.

4. From the record of present writ petition, we find that license originally granted to the petitioner on 21st June, 1997, it was for a period of five years, which period would admittedly expire in 2002. There is nothing on record to establish that petitioner was ever granted any renewal in respect of said contract. On the contrary, we find that in the year 2005, according to own case of petitioner, catering and vending on the Railway Station was handed over to IRCTC. In paragraph No. 6 of the writ petition it is admitted by the petitioner that his contract was also handed over to IRCTC in the year 2005.

5. The Catering Policy, 2010, which has been so heavily relied upon by the petitioner, shall have no application in the case in hand. Even otherwise, we find that petitioner has tried to mislead the Court by suggesting that he was licensee and entitled to exercise the right of renewal in terms of the Catering Policy, 2010, when, from the record we find that under letter dated 7th May, 2014, the petitioner was only granted permission to run the allotted stall for a period of five months from 19th May, 2015 to 20th October, 2015, with specific stipulation that this allotment would be continued till fresh allotments are made or till expiry of the term or till any other decision is taken by the Railways.

6. We may at the outset record that it not the case of petitioner that this temporary arrangement under letter dated 7.5.2014, was made by the Railways after any advertisement or after affording opportunity to the public at large to exercise their claim for running of the catering at the Railway Stations.

7. As already noticed above, license of the petitioner expired in 2002 and it is only with the help of letter of Senior Divisional Manager Commercial, dated 7.5.2015, he has tried to set up a claim as if he is continuing under the same license during all this period. Catering Policy, 2010 has no application in the case of the petitioner and therefore, reference to the orders of the Hon"ble Apex Court as well as to the order of Division Bench of this Court is uncalled for. Writ petition is dismissed.