(2024) 11 GAU CK 1283

In the Gauhati High Court

Case No : WP(C) Of 4500 Of 2021

Khokhan Dey APPELLANT

Vs

Union Of India And 5 Ors RESPONDENT

Date of Decision : 14-11-2024

Acts Referred:

Constitution Of India, 1950 — Article 14, 21, 226
Indian Contract Act, 1872 — Section 182, 201, 202, 203, 205, 206, 221

Citation : (2024) 11 GAU CK 1283

Hon'ble Judges : Manish Choudhary, J

Bench : Single Bench

Advocate : R. Dubey, B. Sharma

Final Decision : Dismissed

Judgement

Manish Choudhary, J

1. By instituting the present writ petition under Article 226 of the Constitution of India, the petitioner has sought to invoke the extra-ordinary and discretionary jurisdiction of this Court to assail – [i] a Termination Notice dated 28.07.2021, issued by the respondent no. 4; [ii] a Notice Inviting Tender [NIT] no. C-LMG-39-2021 dated 09.08.2021, published by the respondent Northeast Frontier [N.F.] Railway; and [iii] a Vacation Notice dated 02.09.2021. By the Termination Notice dated 28.07.2021, the petitioner's engagement as Commission Vender had been terminated purportedly pursuant to an order of the General Manager, N.F. Railway and Additional General Manager, N.F. Railway, allegedly on the ground of unsatisfactory performance. By the NIT no. C-LMG-39-2021 dated 10.09.2021, the respondent N.F. Railway invited e-Tenders from bidders for provisioning of Catering Services at Special Minor Unit [SMU] no. GHYTS-9 located at Platform no. 6/7 between Pillar no. 3-4 by earmarking it for 'War Widow/Freedom Fighter/Widow of Railway Employees who have been dislocated/ displayed due to their land having been taken over by Railway for its own use' category A-1 Class for a period of 5 [five] years. By the Vacation Notice dated

02.09.2021, the petitioner had been asked to vacate the departmental stall located at Platform no. 6/7 between Pillar no. 3-4 of Guwahati Railway Station within a period of ten days from the date of receipt of the Vacation Notice.

2. The basis of such assailment for the petitioner is a Letter dated 15.12.2006, issued by the Assistant Commercial Manager/Catering for the Chief Commercial Manager.

3. It is the case of the petitioner that the family of the petitioner was running the business as Commission Vendor from a departmental stall located at Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station since about the year 1961, after entering into an arrangement with the respondent N.F. Railway authorities. It has been stated that the father of the petitioner was appointed as a Commission Vendor in the year 1961 and after being so appointed, the petitioner's father was running the said stall as a Commission Vendor and on his term being extended from time to time, he was running it till his death in the year 1977. After the death of his father, the petitioner's mother, Shefali Dey was appointed as a Commission Vendor in the year 1977 and during the tenure of his mother's Commission Vendorship, the petitioner used to assist his mother in running the departmental stall as a Commission Vendor. When the petitioner's mother expired in the year 2005, the petitioner was informed by a Letter dated 08.12.2006 in response to his application dated 06.04.2006 that on deposit of an amount of Rs. 250/- as security money along with a surety bond, the Vending Licence standing in the name of his mother would be transferred to his name and in that event the petitioner would have to execute an agreement for Commission Vendor on a non-judicial stamp paper. Subsequently, by a Letter dated 15.12.2006, the petitioner had been informed to the effect that the Competent Authority had accorded approval to transfer the Vending Licence of the petitioner's mother, Late Shefali Dey as a Commission Vendor for the departmental stall [tea stall] at Guwahati Railway Station under the Departmental Catering Unit to his name with immediate effect, subject to the terms and conditions, mentioned therein.

4. The petitioner's case is that the petitioner had put his best efforts to generate maximum amount of revenue possible for the respondent N.F. Railway authorities and to that end, he had made all sincere efforts to run the business as Commission Vendor effectively and efficiently. It is the contention of the petitioner that the petitioner was running it without any complaint.

5. I have heard Mr. R. Dubey, learned counsel for the petitioner and Mr. B. Sharma, learned Standing Counsel, N.F. Railway for all the respondents.

6. Mr. Dubey, learned counsel for the petitioner has contended that the petitioner was running the business of Commission Vendor from the location at Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station on the strength of the afore-stated Letters, that is, [i] Letter dated 08.12.2006 and [ii] Letter dated 15.12.2006. The business was run by the petitioner's family Commission Vendor

since last about six decades. Prior to 2006, the petitioner was assisting his family in running the departmental stall from the same location. Mr. Dubey has, thus, contended that the petitioner was running the departmental stall since 2006 as a Commission Vendor on his own and there was no complaint whatsoever as regards his conduct and the business generated and the commission earned by the petitioner from the departmental stall as a Commission Vendor. As such, the actions on the part of the respondent N.F. Railway authorities in deciding to terminate the Commission Vendorship, first, by the Termination Notice dated 28.07.2021 and thereafter, by directing the petitioner to vacate the departmental stall at Platform no. 6/7 between the Pillar no. 3-4 vide the Vacation Notice dated 02.09.2021 are actions which are ex-facie arbitrary and unjust.

6.1. It is further submitted by Mr. Dubey that it is not open for the respondent N.F. Railway authorities to float a tender for the said departmental stall and as such, the NIT dated 09.08.2021 is liable to be set aside. Mr. Dubey has further referred to the terms and conditions incorporated in the Letter dated 15.12.2006 and submitted that the impugned Termination Notice dated 28.07.2021 was, however, withdrawn by the respondent N.F. Railway authorities and as on date, the Commission Vendorship licence of the petitioner is subsisting. He has further submitted that by the Vacation Notice dated 02.09.2021, the petitioner was asked to vacate the departmental stall. Subsequently, during the pendency of the writ petition, the petitioner had been removed from the departmental stall and an alternative provision was made by making available to him another place at the Guwahati Railway Station to relocate. It is further submitted by Mr. Dubey that the location of the departmental stall where he was asked to shift, is not conveniently located so as to generate same kind of business and to earn similar amount commission for the petitioner, as had been done by him from the previous departmental stall, and the same would create a serious dent in the earnings of the petitioner as a Commission Vendor and consequently, in the livelihood of the petitioner. It is his contention that the respondent N.F. Railway authorities ought to have provided him with a stall in a location which has a possibility of generating similar business and to earn proportionate commission, which would not be to the detriment of the petitioner.

6.2. Mr. Dubey has also referred to the Catering Policy 2007, the Catering Policy 2010 and the Catering Policy 2017, formulated by the Railway Board, as well as a decision of the Hon’ble Supreme Court of India in Senior Divisional Commercial Manager, South Central Railways and others vs. S.C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Association and another, [2016] 3 SCC 582, to support his contention that the respondent N.F. Railway authorities could not have taken actions like termination vide Termination Notice dated 28.07.2021; floating the NIT dated 09.08.2021; and issuance of the Vacation Notice dated 02.09.2021, in the given facts and circumstances. Mr. Dubey has further referred to a decision of the Hon’ble Supreme Court of India in Union of India and others vs. Munshi Ram, [2022] 8 SCC 392, to contend that it was incumbent on the part of the respondent N.F. Railway authorities to inform the petitioner that he could be extended the benefit of absorption. He has submitted that in the said case, the case of Commission Vendors working in different Divisions/Zones in Railways were considered for absorption.

7. Mr. Sharma, learned Standing Counsel, N.F. Railway has submitted that there used to be three Commission Vendors at Guwahati Railway Station at one time. The predecessors of the petitioner and the petitioner were one of the three such Commission Vendors. The other two Commission Vendors were M/s Padmaraj RJ and M/s Sanju Dutta respectively. The case of the petitioner herein is similarly situated with M/s Sanju Dutta and less favourably than M/s Padmaraj RJ and the issues relating to rights of a Commission Vendor like the petitioner has already been adjudicated in a writ petition, W.P.[C] no. 4430/2021 [Sri Padmaraj RJ vs. The Union of India and others], decided on 12.12.2023. It is his contention that out of the three Commission Vendors, only M/s Padmaraj RJ had entered into an agreement with the respondent N.F. Railway authorities. In so far as the petitioner is concerned, the petitioner was running the business as Commission Vendor from the departmental stall at Platform no. 6/7 between Pillar no. 3-4 on the strength of the Letter dated 15.12.2006, which provided for termination on any date without assigning any reason or without any prior notice. The status of the petitioner’s Commission Vendorship is no different from the Commission Vendorship of M/s Padmaraj RJ and the matter of Vendorship licence of M/s Padmaraj RJ has been decided by the Judgment and Order dated 12.12.2023 rendered in W.P.[C] no. 4430/2024 by not interfering with the decision of the N.F. Railway authorities to relocate M/s Padmaraj RJ.

7.1. He has further submitted that the relationship of agency between a principal and an agent are guided by the provisions of the Indian Contract Act and an agent including a Commission Agent, has to act as per the direction of the principal. The petitioner herein is a none but a Commission Agent under a principal, which in the instant case is the respondent N.F. Railway. It is his further contention that running the business as a Commission Agent in a departmental stall would not create any right in favour of the petitioner to claim that he should be allowed to run his business as a Commission Vendor from only the departmental stall, located at Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station. It is at the discretion of the respondent N.F. Railway as the Principal to relocate him to another location, that too, if any such a location is available to be relocated and it is also permissible for the respondent N.F. Railway authorities to terminate the Commission Vendorship of the petitioner without assigning any reason or at any time.

7.2. Mr. Sharma has further contended that by the NIT dated 09.08.2021, the respondent N.F. Railway authorities had taken a decision to invite e-Tenders from eligible bidders for provisioning of catering services from Special Minor Unit [SMU] no. GHYTS-9 at Platform no. 6/7 between Pillar no. 3-4, earlier used to be operated as a departmental stall. He has further submitted that as per policy of the respondent N.F. Railway authorities, the said Special Minor Unit [SMU] has been earmarked for war widow/freedom fighters/widows of railway employees, who have been dislocated/displaced due to their land having been taken by Railway for its own use. He has further submitted that one of the reasons behind publication of the NIT is to generate more revenue for the respondent N.F. Railways. He has canvassed that the departmental stall located at Platform no. 6/7 between Pillar no. 3-4 wherefrom the petitioner was running the business, belongs entirely to the respondent N.F. Railway and the petitioner has no right in connection with the said stall. When the role of the petitioner is limited to earning commission only, the decision to award the contract of catering services at the newly named Special Minor Unit [SMU] no. GHYTS-9 at Platform no. 6/7 between Pillar no. 3-4 of Guwahati Railway Station cannot be questioned by the petitioner. As such, the challenge to the NIT dated 09.08.2021 is not maintainable.

7.3. Mr. Sharma has canvassed that during the pendency of this writ petition, an issue had arisen as to whether it would be possible to relocate the petitioner-Commission Vendor to an alternate location in the same platform or in other platforms of the Guwahati Railway Station. On the said issue, he had earlier taken written instructions in the year 2022 from the respondent N.F. Railway authorities. By a Letter bearing no. C/ACM/GHY/Departmental Stalls/2022 dated 18.08.2022, instructions were conveyed to the effect that two nos. of alternative locations had been identified by the respondent N.F. Railway authorities in Guwahati Railway Station for running two departmental catering units respectively. However, at that time, construction works were being carried out in those two locations. Mr. Sharma has submitted that subsequently, those stalls at the alternate locations were made ready and the petitioner was offered one of the two locations. But, it is the petitioner, who had declined to relocate himself in one of the said two alternative stalls on the pretext that the possibility of generating similar kind of revenue and earning equal commission would not be possible therefrom. Mr. Sharma has further submitted that realizing the Termination Letter dated 28.07.2021 bearing no. C/56/CD/Department Catg/ 2021/Pt-1 was inadvertently issued the same was recalled immediately by another Letter of even no. C/56/CD/Departmental Catg/2021/Pt-1 dated 29.07.2021. It is further submitted by him, as adverted to in the affidavit-in-opposition, that the departmental tea stall was running at a loss and it was one of the main reasons for the Railway Administration to take a conscious decision that the said stall would be converted to a Special Minor Unit [SMU] after earmarking it as per the policy of the Railway and to settle it in favour of the successful bidder to generate more revenue therefrom on the basis of a competitive bidding process and it was in that context, NIT dated 09.08.2021 was published to award the SMU to the successful bidder. Mr. Sharma has also submitted that it is not a pleaded case of the petitioner that he was entitled to be considered for absorption.

8. I have given due consideration to the rival submissions advanced by the learned counsel for the parties. I have perused the materials brought on record

by the parties through their pleadings and have also gone through the decisions cited at the Bar.

9. It is not in dispute that the inter-se arrangement between the Railway Administration on one hand and the petitioner as a Commission Vendor on the other hand, is similar to that of a principal and an agent. As per such inter-se relationship of principal – agent, the Catering Unit Department of the Railway Administration is to supply to the Commission Vendor the articles to be sold by him and the Commission Vendor is to sell the same to the public traveling by trains at a specified place or specified places and during the specified hours of day/night at the rates fixed by the Railway Administration. The Commission Vendors are not to sell any other articles or goods to the public travelling by the trains, save and except the articles supplied to him by the Catering Unit Department of the Railway Administration. The tariff rates of the articles are to be predominantly exhibited by the Commission Vendor at the place or places from where sales are accepted. It is the Railway Administration who has undertaken to supply the requisite equipments to the Commission Vendor so as to enable the Commission Vendor to discharge his duties and functions satisfactorily and efficiently and the Commission Vendor is to be held responsible for any damage due to his negligence.

10. In the Letter dated 15.12.2006, it was specifically mentioned that the petitioner as a Commission Vendor would be given commission over the sales on eatable items at the prescribed rates circulated by the Railway Administration. It was further provided that the petitioner would be directly under control and supervision of a Designated Official of the Railway Administration and it would be open for the officials of the Railway Administration to make inspection and checking. It was laid down that the sales proceeds had to be deposited to the Designated Official of the Departmental Catering Unit at Guwahati. It was further made clear that the petitioner as a Commission Vendor would not derive any benefit like absorption as a regular employee and his continuance as a Commission Vendor would not establish any claim for further engagement in the Railway. It was further set forth that any complaint from the members of the public or staff would result in termination of his engagement as a Commission Vendor and the Commission Vendor Licence would be terminated on any date without assigning any reason or without any prior notice.

11. It is not in dispute that the stall located at Platform no. 6/7 between Pillar no. 3-4 of the Gauhati Railway Station was a property and remains a property of the respondent N.F. Railway. As a Commission Vendor, the petitioner was allowed to run the departmental stall from the said location only and only on commission basis without any other rights on the Railway property, that is, the departmental stall at Platform no. 6/7 between Pillar no. 3-4 of the Gauhati Railway Station. The inter-se arrangement between the parties herein which is on commission basis, has clearly made the respondent N.F. Railway the principal and the petitioner an agent, that is, Commission Vendor who is entrusted the specific

task to run the stall and earn commission.

12. In the writ petition, W.P.[C] no. 4430/2021 [M/s Padmaraj RJ vs. Union of India], there existed a concluded agreement, which remained valid for a period of five years from the date of its execution, with a provision for extension for a further period on mutual contact or consent, subject to satisfactory performance based on the rules, provisions, guidelines, instructions and directives of the Railway prevailing at that point of time. In Clause 5 of the said agreement in case of M/s Padmaraj RJ, it was provided that the Railway Administration had reserved the right to introduce the rotational system of vending and the Commission Vendor would raise no objection and would refrain from raising any objection if the duties, place of work, etc. was changed by the Administration. The Commission Vendor was required to perform his duties in the manner stipulated by the Administration. The said clause further provided that the Administration would have absolute right to assign any other additional duty/ assignment as the Administration would consider necessary in the event of any emergency. The Court found that the inter-se arrangement between the parties as per the agreement was that of the Principal, that is, the Railway Administration and the Commission Vendor, that is, M/s Padmaraj RJ.

12.1. Such arrangement which existed between a Principal and a Commission Agent came to be considered and found by this Court in W.P.[C] no. 4430/2021 [M/s Padmaraj RJ vs. Union of India] in the following manner :-

14.…… As per Section 182 of the Indian Contract Act, 1872, an agent is a person employed to do any act for another, or to represent another in dealings with third person and the person for whom such act is done or who is so represented, is called the principal. Section 201 of the Indian Contract Act, 1872 has provided for termination of agency and as per Section 201 : 'Termination of Agency', an agency is terminated by the principal revoking his authority; or by the agent renouncing the business of the agency; or by the business of the agency being completed; or by either the principal or agent dying or becoming of unsound mind; or by the principal being adjudicated an insolvent under the provisions of any Act for the time being in force for the relief of insolvent debtors. The provisions contained in Section 202 have prescribed that where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest. The principal in terms of the Section 203, can, save as is otherwise provided in Section 202, revoke the authority given to his agent at any time before the authority has been exercised so as to bind the principal. As per Section 205 where there is an express or implied contract that the agency should be continued for any period of time, the principal must make compensation to the agent, or the agent to the principal, as the case may be, for any previous revocation or renunciation of the agency without sufficient cause. Section 206 has provided that reasonable notice must be given of such revocation or renunciation, otherwise the damage thereby resulting to the principal or the agent, as the case may be, must be made good to the one by the other.

15. The provisions of Section 201, Section 202 and Section 205 of the Indian Contract Act, 1872 came up for consideration by the Hon’ble Supreme Court of India in Southern Roadways Ltd. Madurai vs. S.M. Krishnan, reported in [1989] 4 SCC 603, where the appellant as the principal, engaged the respondent as a commission agent for the purpose of carrying out the business of the appellant. The commission agent was provided with a godown to act as a commission agent of the appellant. It has been held in S.M. Krishnan [supra] to the effect that the principal has right to carry on business as usual after the removal of his agent. The courts would rarely be willing to imply a term fettering such freedom of the principal unless there is some agreement to the contrary. The agreement therein between the parties found to have not conferred any right on the commission agent - respondent to continue in possession of the suit premises even after termination of agency nor does it found to have preserved any right for him to interfere with the business of the appellant. On the contrary, it had been found that the commission agent – respondent could be removed at any time without notice and after removal, the appellant could carry on its business as usual. It has been held that revocation of agency by the principal immediately terminates the agent's actual authority to act for the principal unless the agent's authority is coupled with an interest as envisaged under Section 202 of the Indian Contract Act. When agency is revoked, the agent could claim compensation if his case falls under Section 205 or could exercise a lien on the principal's property under Section 221 of the Indian Contract Act. The agent's lien on principal's property recognized under Section 221 could be exercised only when there is no agreement inconsistent with the lien. It has been held that under the terms of the contract of agency, the agent holds the principal’s property only on behalf of the principal and he acquires no interest for himself in such property. The agent cannot be held to be holding possession to deny principal's title to property nor he can convert it into any other kind or use as agent’s possession is the possession of the principal for all purposes and the agent has no possession of his own as his possession is called a caretaker's possession is the possession of the principal.

13. In the case in hand, it has emerged indubitably that the petitioner herein is only a Commission Vendor simpliciter without any kind of interest in the property in question, that is, the departmental stall located at Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station. From the documents referred hereinabove and the case papers, it has clearly emerged that by that impugned Vacation Notice, the petitioner was asked to vacate the department stall. It has further emerged that the petitioner has been granted an opportunity to relocate himself to one of the two alternative locations identified by the respondent N.F. Railway authorities to run his business as a Commission Vendor.

14. From the Tender Document of the NIT dated 09.08.2021, it has emerged that

the respondent N.F. Railway authorities had fixed the reserve price of the Special Minor Unit [SMU] @ Rs. 9,00,000/- per annum and the successful bidder would be allotted licence to operate the SMU for a period of five years. It is not a projected or pleaded case of a petitioner that the revenue generated by him for the respondent N.F. Railway as Commission Vendor is comparable to the reserve price, to be earned by the respondent N.F. Railway authorities by allotting the SMU at the same place. In the year 2017, the Railway Board, Ministry of Railway, Government of India [GoI], with the objective to provide quality food to the passengers of trains and to extend better catering services on trains, had envisaged the Catering Policy – 2017 in supersession of earlier Catering Policies. It was in pursuant to the Catering Policy – 2017, the stall located Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station has been categorized as a Special Minor Unit [SMU] as in the meantime, the Guwahati Railway Station has also been categorized as A-1 Class Railway Station. The stall is undoubtedly a property of the respondent N.F. Railway. The reasons assigned by the respondent N.F. Railway authorities for initiating the tender process to award the SMU for provisioning of catering services are primarily for better interests of the public, especially the railway passengers and also to maximize revenue as per the Catering Policy – 2017. The decision of the N.F. Railway authorities to initiate the tender process and to award the SMU by entering into an arrangement for a period of five years in pursuance of the said Policy and to maximize the revenue for it and to extend better services to the public cannot be said to be a decision taken against the public interest. Even otherwise, the courts exercising the power of judicial review under Article 226 of the Constitution of India does not exercise any appellate power over such kind of decision of an executive authority.

15. A finding has already been reached that the case in hand is not one where the petitioner has got a legal right to act as a Commission Vendor of the respondent N.F. Railway authorities from a particular departmental stall. Therefore, the legal issue as regards the right of the petitioner to continue his business as a Commission Vendor from the departmental stall located at Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station has been found to be in the negative against the petitioner as the petitioner as Commission Vendor has no legal right to assert that he as such Commission Agent, can demand to run that business from the particular departmental stall.

16. It is relevant to mention that the decision in Senior Divisional Commercial Manager [supra] was rendered in connection with allotment of State largesse to provide entrepreneurs, particularly small-scale subsistence entrepreneurs. In the said decision, the Hon'ble Supreme Court has taken into consideration the right to livelihood of weaker section of the society and it is in that context, it has been held that the approach of the State should be fair and reasonable so as to protect the right to means of livelihood and freedom of occupation of small business units which completely depend upon earnings from their petty business. The ratio of decision of Senior Divisional Commercial Manager [supra] is found to be of no assistance to the case of the petitioner. Consequently, this Court is of

the considered view that it is not a case where infringement of the rights to be protected under Article 14 and Article 21 of the Constitution of India would be attracted. In any view of the matter, it is a case where private interest of the petitioner is to give way to better administration of the Railway properties which include the interest of maximization of the revenue and extending better services including quality food, to the passengers. The Hon’ble Supreme Court in Vasantkumar Radhakisan Vora [Dead] by his Legal Heirs vs. Board of Trustees of the Port of Bombay and another, [1991] 1 SCC 761, taking note of the legal proposition, has observed in para 20 to the effect that ‘it is well settled legal proposition that the private interest would always yield place to the public interest’. The fact situation obtaining in the case in hand have already been discussed above and from the observations made and the reasons assigned, it is already found that the petitioner has no legal right to assert that he can continue to act as a Commission Agent from the departmental stall located at Platform no. 6/7 between Pillar no. 3-4 of the Guwahati Railway Station and to assail the decision of the respondent N.F. Railway authorities to allot the said stall on license basis pursuant to a competitive bidding process in the interest of better administration and for the purpose of earning higher revenue.

17. As regards Mr. Dubey’s contention that the case of the petitioner could have been given consideration in the light of the observations and directions given in Munshi Ram [supra], the same after due consideration, is found not acceptable. It is settled that even if a point which is a point of law is sought to be raised, the same is required to be substantiated by facts and establish such facts by all supporting materials which must appear from the writ petition. If the facts are not pleaded or the materials in support of such facts are not annexed to the writ petition, the Court should refrain from entertaining such point. The point raised as regards absorption has not been taken in the writ petition and it has been raised only in argument. A point raised during the course of argument without any foundation in the writ petition is not to be entertained.

18. In view of the observations made, the findings recorded and the reasons assigned above, this Court is of the unhesitant view that the challenge to the NIT no. C-LMG-39-2021 dated 09.08.2021 and the Vacation Notice dated 02.09.2021 would fail. Resultantly, the writ petition suffers from lack of merits and is, therefore, liable to be dismissed. It is accordingly dismissed. There shall, however, be no order as to cost.

19. Before parting with, it is relevant to give a consideration to the plea raised by the parties as regards relocation of the petitioner. A submission has been advanced by the learned counsel for the petitioner that the relocation of the petitioner from Platform no. 6/7 between the Pillar no. 3-4 to any one of the two alternative locations, as indicated by the Letter dated 18.08.2022, is likely to bring serious effect in the generation of revenue and consequently, his earnings of commission. This Court likes to observe that liberty stands reserved to the petitioner to represent such causes before the respondent N.F. Railway

authorities and in the event of preferring any representation by the petitioner highlighting such causes before the respondent N.F. Railway authorities, the respondent N.F. Railway authorities should give a fair and just consideration to such representation by taking into purview the inter-se arrangement, which existed between the petitioner/family of the petitioner as a Commission Vendor with the respondent N.F. Railway authorities since the year 1961. It is expected that the respondent N.F. Railway authorities would consider the matter of relocation of the petitioner as a Commission Vendor by taking into purview the advantages and the disadvantages likely to be faced by the petitioner from all standpoints including the aspects of generating sufficient commission for his livelihood.