

(2011) 06 DEL CK 0098

In the Delhi High Court

Case No : Writ Petition (C) 7289 of 2010 and CM Application 14427 of 2010

Kishan Freight Forwarders

APPELLANT

Vs

Union of India (UOI) and Others

RESPONDENT

Date of Decision : 02-06-2011

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 9
Constitution of India, 1950 — Article 14, 226
Railways Act, 1989 — Section 71
Railways Board Act, 1905 — Section 2
Specific Relief Act, 1963 — Section 14

Citation : (2011) 181 DLT 547 : (2011) 8 RCR(Civil) 322

Hon'ble Judges : Dr. S. Muralidhar, J

Bench : Single Bench

Advocate : Ashish Mohan, for the Appellant; Chandan Kumar in W.P. (C) 7289 CM Appl. 14427/2010, 7290/2010 and CM Appl 14429/2010, W.P. (C) 7291/2010 and CM Appl 14431/2010, R.N. Singh and A.N. Singh, in W.P. (C) 1201/2011 and CM 2538/2011, W.P. (C) 1923/2011 and CM Appl 4105/2011, W.P. (C) 1925/2011 and CM Appl 4110/2011, W.P. (C) 2041/2011 and CM Appl 4360/2011, W.P. (C) 2042/2011 and CM Appl 4362/2011, for the Respondent

Judgement

S. Muralidhar, J.—The common issue in these eight petitions concerns the interpretation of Clause (E) in the Comprehensive Parcel Leasing Policy ("CPLP") of the Indian Railways for leasing of parcel space in the brake vans (SLRs) by passenger-carrying trains and leasing of Parcel Vans (VP/VPV/VPU) on round trip basis which was announced by the Railway Board on 28th March 2006 by the Freight Marketing Circular No. 12 of 2006 and became effective on 1st April 2006.

Relevant Clause of the CPLP and the Lease Agreement

2. Clause (E) of the CPLP provided for the extension of the lease in case of long term lease of three years. The extension could be for a period of two years at a lease rate 25% more than the lump sum leased freight rate. Clause (E) of the CPLP reads as under:

Clause (E): Extension of lease

1. Extension of lease is permissible only in case of long term lease of three years.
2. In case of long terms lease, on expiry of the contractual period, the same can be extended only once, by two more years at a lease rate of 25% more than the lump sum leased freight rate.
3. Such extension will be subject to satisfactory performance by the lease holder, without any penalty for overloading or violation of any provision of the contract.
4. In case of expiry of contract period and non-finalization of new contract due to administrative delays, temporary extension can be permitted by the CCM only once, for a period of three months.

3. Thereafter the Railway Board issued Freight Marketing Circular No. 40 of 2006 on 6th September 2006 circulating to the General Managers in all zones a copy of the specimen standard format of the agreement to be signed between the Railway Administration and the leaseholder for contracts of leasing of parcel space in the Brake Vans/Assistant Guard Cabin/Parcel Vans. Clause 20 of the said standard format agreement dealt with extension of leases and reads as under:

20.0. Extension of lease contract:

20.1. Extension of lease is permissible only in case of long term lease of 3 years wherein the same can be extended only once, by 2 more years at a lease rate of 25% more than the lump sum leased freight rate subject to satisfactory performance by the leaseholder, without any penalty for overloading or violation of any provision of the contract.

Background Facts

4. Each of the Petitioners in these cases was awarded contracts of lease of 4 tone FSLR space in passenger trains emanating from New Delhi or Delhi for a period of three years. Clause 18.1 in each of the lease agreements entered into with the Petitioners concerned extension of the lease and was identically worded as Clause 20.1 of the standard form lease contract extracted hereinabove. However, when the Petitioners sought extension of their leases in terms of Clause E of the CPLP and Clause 18.1 of the lease agreements, the Northern Railway granted extension of lease in four cases and that too not strictly in conformity with the CPLP and Clause 18.1. As regards M/s. Kishan Freight Forwarders [the Petitioner in W.P. (C) Nos. 7289 of 2010, 7290 of 2010, 7291 of 2010, 2041 and 2042 of 2011], extension of the lease was granted in respect of the 4 tone FSLR space in three passenger trains (Train Nos. 2394, 2820 and 2724) by a letter dated 19th October 2010 of the Divisional Railway Manager ("DRM"), Northern Railway "for a period of two years as stipulated in the policy or till finalization of fresh tender whichever is earlier." Likewise, in the case of Aurangzeb Chaudhary, [Petitioner in W.P. (C) Nos. 1923 and 1925 of 2011] similar conditional extension of the lease of a 4 tone FSLR space in Passenger Train No. 2497 was granted. However, M/s.

Kishan Freight Forwarders was not granted extension in respect of the lease of FSLR space in Train Nos. 2392 and 2628. Aurangzeb Chaudhary was refused extension of the lease of 4 tone FSLR space in Train No. 4316 and P.N. Tiwari, the Petitioner in W.P. (C) No. 1201 of 2011 was refused extension of the lease of 4 tone FSLR space in Train No. 4206.

5. M/s. Kishan Freight Forwarders on 19th October 2010 wrote as follows while accepting the conditional extension in respect of the three leases under protest:

As verbally guided by dealer, tender cell that in case we do not agree with the said conditions in above mentioned, our extension will not be executed.

Therefore, no other option left to us but to agree with the conditions.

We agree to accept the mentioned conditions in above referred letter and request you to issue extension letter to avoid any freight payment for interning period.

6. Aggrieved by the conditional extension of some of their leases and refusal of extension of other leases, the present petitions have been filed. By interim order dated 28th October 2010 in W.P. (C) No. 7289 of 2010 it was directed that any action taken by the Respondents would be subjected to further orders. By interim orders dated 23rd and 25th March 2011 in the other writ petitions status quo as to the parcel lease contracts was directed to be maintained.

Maintainability

7. Appearing for the Railways Mr. Chandan Kumar, learned Counsel first questioned the maintainability of these petitions. He submitted that this was a purely private dispute in the realm of contract. At the highest the Petitioners were seeking continuation of their leases which relief was barred even under the Specific Relief Act. According to him such a relief could not be granted in a writ petition under Article 226 of the Constitution. He then submitted that there was an arbitration clause in the lease contracts which had to be resorted to in the event of a dispute arising out of the contract. The only remedy even by way of arbitration would be for the aggrieved party to seek damages for any loss suffered on account of extension of contract. He relied on the decision of this Court in National Building Construction Corporation Vs. Punjab National Bank and Another, and MIC Electronics Limited v. Municipal Corporation of Delhi 2011 (1) Arb. L.R. 418.

8. Mr. Ashish Mohan, learned Counsel appearing for the Petitioners on the other hand relied upon the decisions in ABL International Ltd. and Another Vs. Export Credit Guarantee Corporation of India Ltd. and Others, and Mrs. Sanjana M. Wig Vs. Hindustan Petro Corporation Ltd., and submitted that even in matters of contract, a writ petition against the instrumentality of the State was maintainable where the decision was challenged as being arbitrary, unreasonable and volatile of Article 14 of the Constitution. He further submitted that the present petitions did not involve any disputed question of fact and therefore could be entertained by this Court under Article 226 of the Constitution.

9. On the question of maintainability of a writ petition under Article 226 in matters involving disputed questions of fact and arising out of a contract, the decision of the Supreme Court in *ABL International Ltd.* is instructive. After surveying the case law, the Court held: (SCC, p 571)

(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.

(b) Merely because some disputed questions of fact arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all cases as a matter of rule.

(c) A writ petition involving a consequential relief of monetary claim is also maintainable.

28. However, while entertaining an objection as to the maintainability of a writ petition under Article 226 of the Constitution of India, the court should bear in mind the fact that the power to issue prerogative writs under Article 226 of the Constitution is plenary in nature and is not limited by any other provisions of the Constitution. The High Court having regard to the facts of the case, has a discretion to entertain or not to entertain a writ petition. The Court has imposed upon itself certain restrictions in the exercise of this power. (See *Whirlpool Corporation Vs. Registrar of Trade Marks, Mumbai and Others*, . And this plenary right of the High Court to issue a prerogative writ will not normally be exercised by the Court to the exclusion of other available remedies unless such action of the State or its instrumentality is arbitrary and unreasonable so as to violate the constitutional mandate of Article 14 or for other valid and legitimate reasons, for which the Court thinks it necessary to exercise the said jurisdiction.

10. After noticing the decision in *Kumari Shrilekha Vidyarthi and Others Vs. State of U.P. and Others*, where the Court had observed that the "requirement of Article 14 being the duty to act fairly, justly and reasonably, there is nothing which militates against the concept of requiring the State always to so act, even in contractual matters", the Court in *ABL International* observed (SCC, p. 570):

It is clear from the above observations of this Court, once the State or an instrumentality of the State is a party of the contract, it has an obligation in law to act fairly, justly and reasonably which is the requirement of Article 14 of the Constitution of India. Therefore, if by the impugned repudiation of the claim of the Appellants the first Respondent as an instrumentality of the State has acted in contravention of the above said requirement of Article 14, then we have no hesitation in holding that a writ court can issue suitable directions to set right the arbitrary actions of the first Respondent.

11. The question whether a writ petition could be entertained even where there was an arbitration clause in the contract was answered in *Sanjana M. Wig v. Hindustan Petroleum Corporation Limited*. The Court said (SCC, p. 248):

18. It may be true that in a given case when an action of the party is dehorned

the terms and conditions contained in an agreement as also beyond the scope and ambit of the domestic forum created therefore, the writ petition may be filed to be maintainable, but indisputably therefore, such a case has to be made out. It may also be true, as has been held by this Court in *Indian Oil Corporation Ltd. Vs. Amritsar Gas Service and Others*, and *E. Venkatakrishna Vs. Indian Oil Corporation and Another*, that the arbitrator may not have the requisite jurisdiction to direct restoration of distributorship having regard to the provisions contained in Section 14 of the Specific Relief Act, 1963, but while entertaining a writ petition even in such a case, the court may not lose sight of the fact that if a serious disputed question of fact is involved arising out of a contract qua contract, ordinarily a writ petition would not be entertained. A writ petition, however, will be entertained when it involves a public law character or involves a question arising out of public law functions on the part of the Respondent.

12. The above decisions are a complete answer to the objections raised by the learned Counsel for the Respondents as to the maintainability of these petitions. The decision of this Court in *MIC Electronics Limited* was rendered in an appeal against an order u/s 9 of the Arbitration and Conciliation Act, 1996 and is distinguishable on facts. The facts in these cases are not in dispute. The question that arises for consideration is whether the action of the Northern Railway in declining to grant extension of the leases in some cases and granting conditional extension in some of the cases in a manner inconsistent with the extension clause in the CPLP is arbitrary, unreasonable or violative of Article 14 of the Constitution. In light of the law explained by the Supreme Court in the above decisions, the above question can be examined by this Court in a writ petition under Article 226 of the Constitution. The objections raised by the Respondents as to maintainability of the petitions is therefore negative.

Validity of the decision to grant conditional extension in respect of some leases and refuse extension in others

13. On merits it was submitted by Mr. Ashish Mohan that the Northern Railway had acted arbitrarily in deviating from the binding term of the contracts concerning extension of leases. He contended that the CPLP covered Parcel Vans and SLRs and was meant to apply uniformly to all zones of the Railways. The Northern Railway was not an exception to this. The CPLP itself had the force of law and governed all contracts of lease entered into by the Railways. He further pointed out that although the extension clauses of the CPLP were omitted by the subsequent amendment by Circular No. 3 of 2010 dated 9th February 2010, the position as to the extension clauses continuing to apply to earlier leases was clarified by the subsequent Circular No. 6 of 2010 dated 18th March 2010. This too was binding on the Northern Railway. Citing specific instances he pointed out that while Northern Railway was seeking to adopt a different policy for extension of leases, which was impermissible for it to do, it had adopted a "pick and choose" method of granting extension in some cases while refusing it in others. Even as regards M/s. Kishan Freight Forwarders the Northern Railway granted it

extension in three of the leases but not in two others. The action of the Northern Railway was arbitrary and volatile of Article 14 of the Constitution. Mr. Mohan placed reliance on the decisions in Gujarat State Financial Corporation Vs. Lotus Hotels Pvt. Ltd., Ramana Dayaram Shetty Vs. International Airport Authority of India and Others, , Indian Aluminium Company Limited and another Vs. Karnataka Electricity Board and others, , Jitendra Kumar and Others Vs. State of Haryana and Another, Hindustan Tin Works Pvt. Ltd. Vs. The Employees of Hindustan Tin Works Pvt. Ltd. and Others, , Khudiram Das Vs. The State of West Bengal and Others, , Hari Ram and Another Vs. State of Haryana and Others, Deepak Kumar Pathak and Others Vs. MCD and Another, and Alopi Parshad and Sons Ltd. Vs. Union of India (UOI),

14. Mr. Mohan placed considerable reliance on the decision dated 4th March 2009 of the Patna High Court in CWJC No. 657 of 2009 (M/s Scorpion Express Private Limited v. Union of India), the decision dated 9th July 2010 of the Patna High Court in CWJC No. 9396 of 2010 (M/S. Sri Sai Logistics v. Union of India) and the decision of the Calcutta High Court in W.P. No. 23926 (W) of 2007 (M/S. S G Traders v. Union of India). These decisions according to him have interpreted Clause (E) of the lease contract to cast an obligation on the Railways to grant a one-time extension of two years to long term leases. He states that these judgments have not been challenged by the Railways.

15. Appearing for the Railways Mr. Chandan Kumar, learned Counsel submitted that there was no vested right in the Petitioners in terms of the CPLP to be granted extension of their leases. A new policy had come into place by means of Circular No. 3 of 2010 even prior to the expiry of the three year period. Therefore, the case for extension of lease had to be examined only in light of the said new policy. Secondly, it is submitted that the Northern Railway has the discretion not to grant extension of the lease for valid reasons in view of the possibility of a better price if the lease was offered on tender basis. Thirdly, it is submitted that parcel vans (VHP/VP/VPU) and SLRs cannot be treated alike. Their leasing policies were different. Mr. Kumar sought to distinguish the instances where extensions had been granted on the ground that they concerned trains emanating from zones other than the Northern zone. He submitted that in the cases where the extension was valid till the time of finalization of the tender, the Petitioner concerned had consented to it. Mr. Kumar referred to the counter affidavit filed on behalf of the Railways in which it is stated that when fresh tenders were invited for the same space and opened during October/November 2010 the response received was very good. The bidders had quoted rates 52% higher than the prevailing rates. It is further stated that Clause (E) of the CPLP should be read with Clause T-2 of FM Circular No. 12 of 2006 which requires the divisions/zonal railways to call for fresh tenders at least two months from the date of expiry of the existing contracts "so that there is no revenue loss to the Railway". It is further submitted that a uniform decision was taken not to extend any of the leases after the response to the tenders floated. Lastly, it is submitted that revenue earned by the Railway ought not to suffer and that Railway should

be permitted to take decisions which can maximize its revenue notwithstanding the inconvenience that may be caused to certain parties to the contract.

16. The question whether the Northern Railway acted arbitrarily in the facts of the present cases must begin by examining the legal and binding nature of the CPLP. As the title suggests it is meant to be a "comprehensive" policy to cover Parcel Vans and SLRs. The distinction sought to be drawn between the two by the Northern Railway in its additional affidavit dated 14th March 2010 in order to justify adopting a different policy in respect of SLRs is inconsistent with the CPLP. The Circulars issued from time to time by the Railway Board make it clear that the policies of the Railway Board apply throughout India. No exception is made in their applicability to any particular zone. The policy circulars of the Railway Board which are issued by it in exercise of powers conferred on it by Section 71 of the Railways Act, 1989 read with Section 2(a) of the Railway Board Act, 1905 and notification of the Government of India, Ministry of Railways No. G.S.R. 53 (E) dated 23rd January 1995 lend them a statutory character. They are therefore binding on all zones of the Railways. It is therefore not open to the Northern Railway to adopt a different policy for leasing of spaces in SLRs and Parcel Vans. Such a decision would on the face of it be arbitrary. The very object of the CPLP is to ensure that there is a uniform policy in relation to leasing of parcel spaces. This gets defeated if one zone, in this case the Northern Zone, chooses to adopt a different policy for leases concerning parcel spaces on trains emanating from that zone.

17. The Circular No. 40 of 2006 of the Railway Board made it clear that the Freight Marketing Circular No. 12 of 2006 were to uniformly apply. Consistent with the provisions of the CPLP, a standard form lease contract was drawn up and sent to every zone so that the terms of every lease of parcel space in trains and Parcel Vans anywhere in India would be the same. Consequently the contracts with the Petitioners were based on the said standard form. They uniformly contained an extension Clause (Clause 18.1) which granted a two-year extension with a 25% increase in the lease rate. It is not understood how the Northern Railway could seek to unilaterally depart from the said term of the contract when the CPLP was still in force as explained by the subsequent Circular No. 6 of 2010 dated 18th March 2010. The rights and obligations of the parties to the lease contracts flowed from those contracts and could not be arbitrarily repudiated by the Northern Railway without any change in policy by the Railway Board.

18. On the question whether the extension clause in the Petitioner's leases would hold good notwithstanding the deletion of Clause by Circular No. 3 of 2010 dated 9th February 2010, the clarification issued on 18th March 2010 by Freight Marketing Circular No. 6 of 2010 clinch the issue. Clause 2 thereof reads as under:

2.0. In regard to applicability of other provisions of the policy to the existing lease contracts, the following clarification is issued.

2.1. In cases of existing contracts which are in operation and agreement/contract signed before issue of Freight Marketing Circular No. 3 of 2010 i.e. prior to 9th February 2010 shall be governed by the policy guidelines applicable before issue of Freight Marketing Circular No. 03 of 2010.

19. Therefore, learned Counsel for the Respondents is not right in his contention that on account of the change in the policy the extension clause no longer held good. The contracts with the Petitioners have to be consistent with the CPLP as clarified subsequently by Circular No. 6 of 2010 of the Railway Board. Since these are binding on the Northern Railway, the Petitioners could justifiably insist that their leases should be extended for two years with an increase in the lease rate by 25%. These contracts, referable as they are to the CPLP and policy circulars of the Railway Board, cannot be characterized as private contracts. One party to the contracts is an instrumentality of the State and as explained in *Kumari Shri Laekha Vidyarthi* its actions even in the contractual sphere have to satisfy the test of non-arbitrariness under Article 14 of the Constitution. In the instant cases the Northern Railway has unilaterally decided to depart from Clause (E) of the CPLP. The so called consent of the Petitioners to conditional extension was in fact given under protest as is evident from the letter dated 19th October 2010 which has been extracted hereinbefore.

20. In *Scorpion Express Private Limited v. Union of India* [CWJC No. 657 of 2008] a learned Single Judge of the Patna High Court allowed the writ petition of a leaseholder questioning the deletion of Clause 6.4 of the agreement with respect of the lease for parcel van. It was held that "a contract, being a bilateral act of parties, cannot be unilaterally altered and that too, to the detriment of one of the parties by other for the simple reason that the other party had not agreed to the deleted form of the contract."

21. The High Court of Calcutta in *M/S. S.G. Traders* dealt with a case of refusal by the Railways to grant extension of the lease by a period of two years under Clause (E) of the CPLP. A submission similar to the one made in this Court was made by the Railways that they had decided to float a tender "with the expectation to get higher rate considering the market condition." It was submitted that the prevailing reserve price was higher than the lease rate plus 25% which was the stipulation of Clause (E) of the CPLP. The Petitioners there offered to pay the reserve price. In the circumstances, the order refusing extension was quashed and the Railways were "directed to extend the Petitioners" lease agreement by a period of two years from the date of original expiry period provided the Petitioners pay the reserve price and comply with the other terms of the policy instrument." This decision appears to have been rendered at a time prior to Circular No. 3 of 2010 dated 9th February 2010 and Circular No. 6 of 2010 dated 18th March 2010 since there is no reference to either.

22. The Patna High Court in *M/s. Sri Sai Logistics* was dealing with a case where a request for extension of lease for space in a parcel van in terms of Clause (E)

of the CPLP had been rejected by the Railways. It observed that "the Railway Administration had itself rectified the anomaly in taking away the vested right of the party in terms of the earlier Circular No. 12 of 2006 dated 27.3.2006 and modified the said decision by Freight Marketing Circular No. 06/2010 dated 18.3.2010 clearly indicating that the existing contract shall be governed by the policy guidelines applicable before the issue of new Freight Marketing Circular No. 03/2010 dated 9.2.2010." The Patna High Court proceeded to hold as under:

Thus, in the light of the aforesaid discussions, it is evident that in terms of Freight Marketing Circular No. 12/2006 dated 27th March 2006 read with Circular No. 06/2010 dated 18th March 2010, the Petitioner was entitled to get extension of the lease contract for a further period of two years from 2nd March 2010. The case of the Petitioner is not at all covered by Freight Marketing Circular No. 03/2010 dated 9th February 2010. The impugned order dated 25th February 2010 is thus contrary to the policy of the Railway in this regard as clearly expressed in the aforesaid two Circulars and it, is accordingly, quashed.

23. The writ petition was allowed with a direction to the Eastern Railway "to extend the lease period of the Petitioner for a further period of two years in terms of the Circular No. 12/2006 dated 27.3.2006." This decision appears to have been accepted by the Railways. It applies on all fours to the case on hand.

24. The explanation that the Northern Railway wanted to maximize revenue and therefore departed from the CPLP as regards extension of leases overlooks the binding nature of the policy decisions of the Railway Board. Once the Railway Board decided by Circular No. 6 of 2010 dated 18th March 2010 that notwithstanding the omission of Clause (E) by the Circular No. 3 of 2010, the leases entered into prior to that date would continue to be governed by the previous policy then for all such old leases the Northern Railway had to respect the Railway Board's decision and not go in for tender. The unilateral decision of the Northern Railway to depart from Clause (E) of the CPLP as expressed in Clause 18.1 of the lease agreements entered into with the Petitioners and either refuse extension of the lease or grant a conditional extension not envisaged by that clause must be held to be arbitrary and volatile of Article 14 of the Constitution.

Pick and Choose Policy

25. The Petitioners have brought on record several instances of extension of leases having been granted whether in respect of SLR spaces or in respect of Parcel Vans. Some of these extensions have been granted by the Moradabad Division of the Northern Railway itself. The explanation offered by the railways that this was a temporary measure or that the policy is different for Parcel Vans is not convincing particularly since the Railway Board appears to have adopted one comprehensive policy to cover SLRs and Parcel Vans. There appears to be no justification for the grant of extension of leases without pre-conditions in some cases, the grant with conditions in some others and the outright refusal to

extend in yet others. There is merit in the contention of the Petitioners that the Northern Railway has adopted pick and choose policy in the matter of granting extension of leases.

26. As regards the plea of the Respondents for maximizing the revenue, the decision of the Railway Board as expressed in Circular No. 3 of 2010 dated 9th February 2010 whereby it dropped Clause (E) of the CPLP was perhaps in acknowledgment of this need. Nevertheless the Railway Board itself decided subsequently, by means of Circular No. 6 of 2010 dated 18th March 2010, to permit the leases already granted to be renewed in terms of Clause (E). The Railway Board decided to permit a one-time extension for those leases by two years subject to 25% lease rate increase in terms of Clause (E) of the CPLP. The facility of automatic extension of the lease was not going to be available thereafter. Clause T-2 of FM Circular No. 12 of 2006 which requires the divisions/zonal railways to call for fresh tenders at least two months from the date of expiry of the existing contracts would obviously apply where there was going to be no further extension of the leases. The Railway Board should be presumed to know what is in the best interests of the Railways. Also, in the interests of uniformity and non-arbitrariness in the decision making at the zonal level it is a sound practice that the Railway Board lays down the policy parameters for all the zones to uniformly follow. Therefore, unless the Railway Board decides otherwise, its Circular No. 6 of 2010 dated 18th March 2010, should govern the extension of all long term leases that were entered into prior to the policy change brought about by Circular No. 3 of 2010 dated 9th February 2010.

Conclusion

27. For the aforesaid reasons, the impugned orders dated 19th October 2010 in W.P. (C) Nos. 7289 of 2010, 7290 of 2010, 7291 of 2010 issued by the DRM, Northern Railway granting extension of the leases in favor of the Petitioners in those cases is modified to the extent that the suffixed words "...or till the finalization of the tender whichever is earlier" shall stand deleted. In other words, in those cases the leases will stand extended by a period of two years subject to the other terms in the letters dated 19th October 2010. As regards W.P. (C) Nos. 1201 of 2011, 1923 of 2011, 1925 of 2011, 2041, of 2011 and 2042 of 2011 the decision of the Respondent Northern Railway not to grant extension of the lease is hereby set aside. The Northern Railway is directed to extend the lease in these cases for a period of two years from the date of expiry of the original lease in terms of Clause (E) of the CPLP as clarified by the Railway Board Circular No. 6 of 2010 dated 18th March 2010. Appropriate orders in terms of this judgment will be issued by the DRM, Northern Railway within a period of four weeks from today.

28. The writ petitions and pending applications are disposed of in the above terms with no orders as to costs.