

(2026) 03 DEL CK 0539

In the Delhi High Court

Case No : Letters Patent Appeal No. 112 Of 2026, Civil Miscellaneous Application Nos. 14740, 14741 Of 2026

Vandana Mishra

APPELLANT

Vs

Union Of India & Ors

RESPONDENT

Date of Decision : 20-03-2026

Acts Referred:

Constitution of India, 1950 — Article 15, 16

Citation : (2026) 03 DEL CK 0539

Hon'ble Judges : Devendra Kumar Upadhyaya, CJ;Tejas Karia, J

Bench : Division Bench

Advocate : Sanjoy Ghosh, Jitender Mehta, Lalit Kumar, Abhinav Kumar, Shivam Pahal, Avneesh Singh, Ambuj Singh, Radhika Bishwajit Dubey, Shivam Bharadwaj, Gurleen Kaur Waraich, Ayush Kasana, Vivek Sharma, K. Upadhyay, Amulya Dev Mishra, Abhishek Saket, Vivek Nagar

Final Decision : Dismissed

Judgement

Tejas Karia, J

1. This batch of intra-court Appeals is filed being aggrieved by the common Judgment and Order dated 25.02.2026("Impugned Judgment") passed by the learned Single Judge in W.P.(C) Nos. 18000/2025, 18035/2025 and 1727/2026 ("Writ Petitions") seeking extension of the license period to operate the catering license awarded by the Respondents in favour of the Appellants. As all these Appeals are challenging the Impugned Judgment, they are decided by way of the present common Judgment.

2. By way of the Impugned Judgment, the learned Single Judge has dismissed the Writ Petitions on the ground that the respective Contracts entered into between the Appellants and the Respondents were after the onset of COVID-19 pandemic and, therefore, the Appellants are not entitled to rely upon the decision in Ved Prakash Mishra v. Union of India & Ors., Neutral Citation: 2024:DHC:4476. The learned Single Judge has observed that in Ved Prakash

Mishra (supra) while dismissing the writ petitions, the petitioners therein were granted 3 months' time to vacate the catering stalls since catering stalls were operating for a long period considering that the contract was entered into prior to the onset of COVID-19 pandemic. It is held in the Impugned Judgement that as in the facts of the present Appeals, the Appellants were allotted the catering stalls by the Respondents after March 2021, who entered into the Contract with full knowledge of the prevailing situation and the impact of COVID-19 pandemic on the footfalls at the railway stations, no parity can be claimed by the Appellants. The learned Single Judge has also observed that the Respondents had already been granted relaxation in the quantum of license fee as well as other benefits taking into account the reduced footfalls at the railway stations on account of COVID-19 pandemic as acknowledged by the Appellants in the Writ Petitions. In view of the same, the learned Single Judge by way of the Impugned Judgment has held that having obtained the benefit of the reduced license fee, the Appellants cannot seek extension of the license period.

3. We have heard the learned Counsel for the Appellants as well as the learned CGSC for the Respondents.

4. The principal ground of challenge in these Appeals is that the learned Single Judge did not adequately consider that, although the respective Contracts were executed after the onset of the COVID-19 pandemic, the Respondents had floated the bid for the catering services license prior to the COVID-19 pandemic. Furthermore, the Appellants had no viable alternative but to execute the Contract post-pandemic, as declining to do so would have resulted in a five-year debarment of the Appellants.

5. The learned Counsel for the Appellants submitted that as per the respective Master License Agreements entered into between the Appellants and the Respondents, it is provided in Clause 15.1(a) that if the licensee fails to start catering service within one month from the commencement date of the Master License Agreement, the same would amount to default on part of the licensee and the licensee would be liable for penalty of debarment from participating in all catering Contracts for a period of five years. Hence, the Appellants had no option but to commence the catering services from the commencement date as otherwise the Appellants would have been debarred by the Respondent No. 2. Accordingly, the Appellants had entered into the Master License Agreements and commenced the operations under compulsion.

6. It was further submitted that admittedly, after the operation of the catering stalls in questions, second wave of COVID-19 pandemic started and reached its peak during May 2021. During that period almost 3 lac people lost their lives. The same resulted in reducing the footfall on the platforms and as a result the Appellants could not generate the revenue as anticipated. Accordingly, the reasoning in the Impugned Judgment as regards the timing of entering into the Contract is irrelevant.

7. It was further submitted by the learned Counsel for the Appellants that the Supreme Court vide order dated 10.01.2022 in Suo Motu WP(C) No. 3/2020 has in Paragraph No. 5 observed that due to the surge of the virus, the period from 15.03.2020 till 28.02.2022 would be excluded for the purpose of limitation as may be prescribed under any general or special laws in respect of judicial or quasi-judicial proceedings. Accordingly, the Appellants were entitled for extension of seven months period on ground of parity as in similar matters, this Court granted seven months extensions to similarly placed licensees vide order dated 09.01.2026 in Gujarat Co-operative Milk Marketing Federation Ltd. v. Union of India & Ors., W.P.(C) No. 297/2026, and order dated 06.02.2026 in M/s Sai Traders v. Union of India & Ors., W.P.(C) No. 1567/2026, who started the operation of their stalls from 08.01.2021.

8. The learned Counsel for the Appellants submitted that during the course of the hearing before the learned Single Judge, the prayer sought in the Writ Petitions was restricted to grant of seven months' extension of the license period on the ground of parity as granted by this Court to the similarly placed licensees and despite that since the learned Single Judge vide Impugned Judgment has dismissed the Writ Petitions, the present Appeals have been preferred.

9. The learned CGSC for the Respondents opposed the Appeals and submitted that there is no infirmity with the Impugned Judgment as the dates of Master License Agreements entered into between the Appellants and the Respondents were much after onset of COVID-19 pandemic in March 2020. It was submitted that as per Article 3 of the Master License Agreement, the tenure of the Agreement was for five years from the Commencement Date, and it is specifically provided that there will not be any extension / renewal of the term. Accordingly, the Master License Agreement have already expired as per the details below:

S.

No.

Details of the case

Details of the Appellant

Date of Master License Agreement

Date of commencement

Date of expiry

01.

LPA

No.112/2026 Vandana Mishra v. Union of India & Ors.

GMU Catering

Stall at Platform No. 1 of Haridwar Railway Station

05.03.2021

05.03.2021

04.03.2026

02.

LPA 122/2026 Bhavesh

Jaswani v. UOI & Ors.

GMU Number / Stall Number Stall No. 7

on Platform 2/3 at Shadulapur Station

09.12.2021

20.02.2021

19.02.2026

03.

LPA 116/2026 Chandra

Mauli Mishra v. UOI & Ors.

GMU at Platform No. 1 Moradabad Railway Station

05.03.2021

05.03.2021

04.03.2026

10. It was further submitted by the learned CGSC for the Respondents that the decision of Ved Prakash Mishra (supra) is not applicable in the facts of the present case as the petitioners in the said petitions were granted the license prior to the onset of COVID-19 pandemic. In any event, the said petitions were dismissed by granting period of three months to vacate the catering stalls taking into consideration the fact that the catering stalls were operating for long period.

11. However, the Appellants in the present Appeals have already vacated the catering stall and photographs taken on 11.03.2026 was handed over to show that the catering stalls are no longer functioning. The said photographs are taken on record.

12. Upon careful consideration of the submissions of the Parties, it is our considered opinion that the Appellants, having entered into the Master License Agreements after the commencement of the COVID-19 pandemic, were fully

cognizant of its impact on footfall at the railway stations. Furthermore, the Appellants benefited from a reduction in license fees due to the ongoing COVID-19 pandemic situation at the time of execution of the Contract. The contention that the Appellants are similarly situated to other licensees cannot be sustained, as the other licensees had entered into the Contracts prior to the onset of the pandemic.

13. The argument advanced by the Appellants regarding the inviting the bid in 2018 and award of the Contract only in March 2021 with a stipulation that refusal to enter into the Contract would result in being blacklisted from applying for any catering Contracts for five years is not tenable. Article 15 of the Master License Agreement specifies that failure to commence catering services within one month from the Commencement Date constitutes an event of default, the consequences of which are detailed in Article 16 of the Master License Agreement. These include debarment from participating in all catering Contracts with Indian Railways for a period of five years. Therefore, such consequence would have applied post-execution of the Master License Agreement only if the licensee failed to initiate service within the prescribed timeframe.

14. A review of the terms of the Master License Agreement clearly indicates that they become operative only upon formal execution of the Contract. There was no compulsion requiring the Appellants to enter into the Master License Agreement, as there are no stipulated consequences for non- execution. Entering the Contract with the Respondents was entirely at the Appellants' discretion, undertaken voluntarily and with full awareness of the prevailing COVID-19 pandemic circumstances.

15. Additionally, the Appellants benefited from a reduced license fee due to the COVID-19 pandemic. Therefore, having already received this concession during the term of the Master License Agreement – which extended well beyond the conclusion of the pandemic–the Appellants are not entitled to an additional benefit by way of further extension of time.

16. With regard to the Appellants' submission seeking parity with other similarly situated licensees relying upon the orders of this Court granting extensions ranging from three to seven months for vacating catering stalls, the facts in cases cited by the Appellants differ as the petitioners in those cases had executed their contracts prior to the onset of the COVID-19 pandemic. Consequently, the Appellants are not eligible to claim parity with those petitioners.

17. For cases where the contracts were executed post-pandemic, the learned Single Judge has correctly held that extension cannot be claimed as a matter of right based on the Supreme Court's decision in *Tarun Kumar v. Assistant Director, Directorate of Enforcement*, Neutral Citation: 2023 INSC 1006. The Supreme Court held that any illegality or irregularity committed in favour of an individual cannot serve as a basis for others to seek similar relief under the

principle of parity, thereby preventing the repetition or multiplication of such irregularities or illegalities. In the present Appeals, the terms of the Master License Agreement are explicit and binding upon all Parties, stating unequivocally that there shall be no extension or renewal after the tenure of five year expires, which was understood and accepted by the Appellants at the time of execution of the Contract. Therefore, the Appellants are not entitled to now request any extension. Accordingly, the learned Single Judge has correctly declined to exercise writ jurisdiction by rejecting the Writ Petitions seeking extension of tenure of license period in view of the express terms of the Master License Agreement that are binding upon the Parties.

18. Further, the extension of period of limitation granted by the Supreme Court was limited for the purpose of limitation as may be prescribed under any general or special laws in respect of judicial or quasi-judicial proceedings. The said extension will not be applicable and cannot be relied upon for seeking extension of the term of the contract entered into subsequent to the onset of the COVID-19 pandemic. Hence, the Appellants are not entitled to seek any benefit of extension of period of limitation for legal proceedings in support of their claim for extension of the license period as terms of the Master License Agreements did not provide for any such extension.

19. Lastly, the photographs placed on record by the learned CGSC for the Respondents clearly indicate that the Appellants' catering stalls have already been vacated and are no longer operational due to the expiration of the Master License Agreement. Additionally, the Respondents have initiated the re-tendering process for these catering stalls. Therefore, there is no basis for granting any further extension of time to the Appellants for vacating the premises, as they have already vacated the stalls following the expiry of their respective Master License Agreements.

20. In view of the above, we do not find any infirmity with the Impugned Judgment passed by the learned Single Judge requiring any interference in these Appeals. Accordingly, the Impugned Judgement is upheld and present Appeals as well as all the pending Applications are hereby dismissed. There shall be no order as to costs.