



2026:UHC:2437-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL

THE HON'BLE CHIEF JUSTICE SHRI MANOJ KUMAR GUPTA

AND

THE HON'BLE JUSTICE SHRI SUBHASH UPADHYAY

7th April, 2026

Writ Petition (M/B) No. 229 of 2026

R.K.Kakkar Enterprises

-----Petitioner

Versus

Divisional Railway Manager & others

-----Respondents

Presence:-

Dr. K.H.Gupta, Mr. Rafat Munir Ali and Ms. Irum Zeba, learned counsel for the petitioner.

Mr. Lalit Sharma, learned Deputy Solicitor General, assisted by Mr. Manoj Kumar, learned Standing Counsel for the Union of India /respondents.

JUDGMENT: (per Manoj Kumar Gupta, C.J.)

1. Present Writ Petition has been filed praying for quashing of the order dated 13.03.2026, passed by respondent no.2, i.e., the Senior Divisional Commercial Manager, Northern Railway, Moradabad Division, Moradabad, whereby the request of the petitioner for extension of contract period has been rejected on the ground that there is no such provision in the contract.

2. The petitioner was having parking contract at Railway Station, Dehradun. The period of contract was from 10.05.2023 to 09.05.2026. The petitioner filed an application on 05.03.2026 for extension of the contract period. The request having been rejected, the present



petition has been filed.

3. Learned counsel for the petitioner submits that the reason given by respondent no.3 for rejecting the request, is manifestly incorrect, inasmuch as, there is a specific provision in Clause 10 of the contract for extension of the period of contract, which reads as under:-

“10. Contract Period: Duration of contract, will be as specified in the Auction Catalogue against each lot. Contract ‘start date’ and ‘end date’ shall be mentioned in the Auction Catalogue, the contractor shall be required to start the contract from the contract start date. Minimum fifteen (15) days shall be given for start of the contract from the date of signing of Bid Sheet.

No extension of contract period shall normally be permitted. Railway may, however, consider need based extension of the contract period with the approval of the Competent Authority, up to a period of maximum three months, in deserving case duly considering Railway’s requirement and contractor’s performance in terms of timely payment of lump-sum freight /rent/license fee and execution of the contracts satisfactorily. Such extension in contract period shall be purely on the discretion of Railways and will not be the contractor’s right. However, it will be obligatory on part of the contractor to execute the contract in the extended period up to three months and contractor’s consent will not be required for such extension. Rent /license fee of the assets shall be



2026:UHC:2437-DB

paid by the contractor for the extended period of pro-rata basis.”

4. A perusal of clause 10 reveals that there is no right conferred in favour of the contractor to seek extension of the period of contract. The extension of contract is by way of exception dependent upon the need and that too at the sole discretion of the Railways.

5. It is in said context that respondent no.3 while rejecting the representation has observed that there is no provision to seek extension.

6. As no right of the petitioner has been infringed, therefore, we find no good reason to interfere with the order of respondent no.3 rejecting the request of the petitioner for extension.

7. The writ petition is dismissed.

8. Pending application, if any, also stands disposed of.

(MANOJ KUMAR GUPTA, C.J.)

(SUBHASH UPADHYAY, J.)

Dated: 07.04.2026
Kaushal



2026:UHC:2437-DB