



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
DATED : 19.03.2015

CORAM:

THE HONOURABLE MR.JUSTICE B.RAJENDRAN

W.P. (MD) No. 3850 of 2015

and M.P. (MD) No. 1 of 2015

P.S.Ramu

... Petitioner

Versus

1.The Senior Divisional Commercial Manager,
Southern Railways, Madurai Division,
Madurai.

2.The Divisional Railway Manager,
Southern Railways, Madurai Division,
Madurai.

3.The Divisional Finance Manager,
Southern Railways, Madurai Division,
Madurai.

4.V.Sekar

... Respondents

Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondents 1 to 3 not to award cycle / two wheeler Premium Parking Contract in the Eastern Entry of Madurai Railway Junction without adhering to the comprehensive policy guidelines Nos. 2 and 8, as referred in the Commercial Circular No.4 of 2014, dated 12.02.2014 through the tender process and shift the existing Premium Parking Stand to some other place.

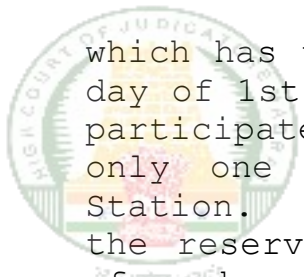
For Petitioner : Mr.M.C.Swamy

For Respondents : Mr.C. Vakeeswaran RR1 to 3

ORDER

The petitioner seeks for issuance of Writ of Mandamus directing the respondents 1 to 3 not to award cycle / two wheeler Premium Parking Contract in the Eastern Entry of Madurai Railway Junction without adhering to the comprehensive policy guidelines Nos.2 and 8, as referred in the Commercial Circular No.4 of 2014, dated 12.02.2014 through the tender process and shift the existing Premium Parking Stand to some other place.

2. According to the petitioner, in the tender flouted by the respondents 1 to 3 for award of contract for running cycle/two wheeler parking stand at main entry (Eastern Gate) Railway colony area in Madurai, he participated and on 03.02.2015 declared as the successful bidder by the first respondent. The contract for the period from 10.09.2014 to 09.09.2017 was awarded to the petitioner. He also deposited the sum of Rs.26,00,001/- as required towards security deposit. According to the petitioner, apart from the security deposit, he is required to pay the yearly licence fee



which has to be paid in four instalments payable on or before 10th day of 1st month of each quarter. According to the petitioner, he participated in the tender on the understanding that there will be only one parking lot on either side of the Madurai Railway Station. However, the respondents 1 to 3 earmarked an area below the reservation counter as premium parking and tender in respect of such premium parking was awarded in favour of one the fourth respondent for a period of three months from 16.01.2015 to 15.04.2015. This according to the petitioner has deprived his right as an existing contractor.

3. The learned counsel for the respondents 1 to 3 would contend that it is true that a comprehensive policy guideline was framed by the Railways with respect to award of contract of two wheeler parking in the Railway Stations. Even Rule 8 of the guideline deals with premium parking contract. Based on the same, the respondents 1 to 3 have awarded premium parking contract to the fourth respondent. The fourth respondent also successfully taken up the contract and his contract is to conclude within a short period. In any event, the premium parking contract has been awarded to the fourth respondent to augment the revenue for the Railways. The petitioner's business to run the two wheeler parking contract will not be affected in any manner by awarding premium parking contract in favour of the fourth respondent. The petitioner has not challenged the award of contract in favour of the petitioner but only seeks for a Mandamus. Therefore, the learned counsel for the respondents 1 to 3 prayed for dismissal of the writ petition.

4. I heard the learned counsel for the petitioner and the learned standing counsel for the respondents 1 to 3. The petitioner has filed this writ petition only for a Mandamus but he has not chosen to challenge the contract awarded in favour of the fourth respondent. Further, the respondents 1 to 3 have awarded the premium parking contract in favour of the fourth respondent to augment their revenue. Such a contract was awarded in favour of the fourth respondent pursuant to a policy decision taken by them. Even according to the petitioner, guidelines have been framed for allotment of cycle / two wheeler parking by the respondents 1 to 3 and Rule 8 of the Comprehensive Policy Guidelines provides for award of such contract. The grievance of the petitioner is that the fourth respondent was not awarded the contract by following the tender process or single packet system, but only through quotation system. This was denied by the learned counsel for the respondents 1 to 3 by contending that the contract awarded in favour of the fourth respondent is in accordance with the guidelines framed by the respondents 1 to 3. At any rate, the contract awarded in favour of the fourth respondent has not been challenged by the petitioner. Such contract awarded to the fourth respondent is only for a period of three months and it is likely to be renewed. The contract awarded to the fourth respondent by the respondents 1 to 3 is to augment their revenue and such a policy decision taken by the respondents 1 to 4 cannot be



interfered with by this Court in this writ petition. Accordingly, this Writ Petition is dismissed. No costs. Consequently, connected miscellaneous petition is also dismissed..

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ASST REGISTRAR (T AND P)

TRUE COPY

WEB COPY

SUB ASST REGISTRAR

MPK/rsh

To

1.The Senior Divisional Commercial Manager,
Southern Railways,
Madurai Division,
Madurai.

2.The Divisional Railway Manager,
Southern Railways,
Madurai Division,
Madurai.

3.The Divisional Finance Manager,
Southern Railways,
Madurai Division, Madurai.

1CC TO MR. C. VAKEESWARAN, ADV SR: 13979

1CC TO MR. MC. SWAMY ADV SR: 13749

DM 29 JUN 15

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