

IN THE COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

WRIT PETITION NO. 5648/2016

(M/s Naivedhyam Food Products vs. The Divisional Railway Manager, Nagpur)

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Office Notes, Office Memoranda of
Coram, appearances, Court's orders
of directions and Registrar's orders
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Court's or Judge's order

Mr. A.S. Kilor, Advocate for the petitioner
Mr. N.P.Lambat, Advocate for Respondent

**CORAM : SMT. VASANTI A. NAIK &
MRS. SWAPNA JOSHI, JJ.
DATED : 19th December, 2016.**

Heard.

By this Writ Petition, the petitioner challenges the communication of the Divisional Railway Manager, Nagpur dated 07.09.2016 renewing the license of catering stall in favour of the petitioner only for a period of one year, with the annual license fee of Rs. 51,78,786/-.

Shri Kilor, the learned counsel for the petitioner submitted that in terms of the catering policy, either of the year 2005 or the year 2010, it was necessary for the respondents to have renewed the catering stall license of the petitioner for three years. It is stated that the respondent has, however, renewed the license only for a period of one year and the said renewal is contrary to the directives of the Hon'ble Supreme Court, in the judgment reported in **2016(3) SCC 582** that is followed by this Court in the judgment, dated 4th August, 2016 in Writ Petition No.1770/2016. It is stated that the license fees could have been increased only by 10 per cent, but the

respondent has renewed the license with annual license fee of Rs.51,78,786/-, thereby increasing the same by 100 per cent.

Shri Lambat, the learned counsel for the respondent has supported the impugned order. It is, however, fairly admitted that in terms of the policy, the license should have been renewed for three years and this Court may direct the respondents to do so. It is, however, vehemently denied that the annual license fees could not have been fixed at Rs. 51,78,786/-. It is stated that on the same railway platform, i.e. Platform no.2, the proprietor of the catering stall has offered the same amount i.e. Rs. 51,78,786/- towards license fees. It is stated that in this background, it cannot be said that the annual licence fee fixed by the respondent is exorbitant and is not in consonance with the catering policy.

On a reading of the judgments of the Hon'ble Supreme Court and this Court, it appears that the petitioner was entitled to the renewal of license for a period of three years. The respondent ought to have renewed the license of the petitioner for three years. The learned counsel for the respondent has fairly stated that the license could be renewed for three years but the amount cannot be reduced as the other catering stall, on the same platform, has offered to pay a similar amount as annual license fee, in pursuance of the tender floated by the respondent. In the circumstances of the case, it would be necessary to direct the respondent to renew the license of the petitioner for three years from the date of completion of the license period of five years. Since it would not be within the domain of this Court to decide as to what should be the appropriate license fees, we leave the question to be decided by

the respondent. Hence, we leave it to the respondent to decide the representation of the petitioner in this regard, in accordance with law. Shri Kilor, the learned counsel for the petitioner states that the representation would be made within fifteen days. If the representation is so made, the respondent may decide the same within two months.

Order accordingly. No costs.

JUDGE

JUDGE

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