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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 7046/2016 & CM APPLs. 29008-29009/2016, 29715/2016

M/S DEEPAK & CO

Through

..... Petitioner

Mr. Sudhir Nandrajog, Senior
Advocate with Mr. Himanshu Pathak,
Advocate

versus

UNION OF INDIA AND ORS Respondents

Through

Mr. Jagjit Singh, Sr. Standing
Counsel with Mr. Preet Singh and
Mr. Kiran Kaushik, Advocates**CORAM:****HON'BLE MR. JUSTICE MANMOHAN****ORDER****17.08.2016**

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Present writ petition has been filed seeking a direction to respondents to permit the petitioner to operate its stalls situated at Roorkee Railway Station, Rampur Railway Station and Chandausi Railway Station, Moradabad Division till fresh bids are invited.

Learned senior counsel for the petitioner contends that the licences were granted to the petitioner to operate and manage the said stalls in 2007 for a period of five years. He further contends that the said licences were renewed from time to time.

Learned senior counsel for the petitioner points out that the Railways has been issuing circulars whereby extensions have been granted till

finalization of new contracts.

He, however, states that in the first week of August 2016 the petitioner has been asked to vacate the stalls.

This Court in W.P.(C) 6007/2016, wherein a similar relief had been sought, had observed as under:-

“.....that the petitioner is not entitled to any relief as the petitioner’s contract has expired by efflux of time on 1st August, 2013.

It is always open to the Railways not to have the Automatic Vending Machines at all and use the space vacated for some other purposes. The order dated 2nd June, 2016 referred to by the petitioner is an interim order and not a final order. Consequently, its precedential value is extremely limited. This Court also finds that the said order did not pertain to tender of AVMs but stalls.

In any event, the petitioner has no legal right to state that he should not be asked to vacate especially after his contract has expired by efflux of time.

Consequently, the present writ petition and the applications are dismissed with no order as to costs.”

(emphasis supplied)

Even the Division Bench of Allahabad High Court in ***M/s. Surya Food and Agro Ltd. and Anr. Vs. Divisional Railway Manager NCR & 6 Ors., Writ-C No. -20519/2016*** decided on **5th May, 2016** has held as under:-

“In the present case, there is clearly no pre-existing legal right. If, as in the present case, the railway authorities have borne in mind the interest of general public and considered it inappropriate to grant a further extension having due regard to the overall performance of the petitioners, this Court would not be justified in issuing a direction to the enforcement of a non-existing contract : non existing in the sense that the term of the

contract came to an end by efflux of time.

No legal rights, as such, are created by the Circular of 2013 which engrafts only an enabling provision for the zonal authorities to consider the grant of ad hoc extension where disruption of a particular facility will result in detriment to the public.

For these reasons, we find no merit in the petition. The petition is accordingly dismissed. There shall be no order as to costs.”

(emphasis supplied)

In view of the aforesaid judgment, this Court is of the opinion that petitioner is not entitled to any relief.

This Court is also of the view that the circulars do not confer any right of extension, as has been sought to be urged by learned senior counsel for the petitioner, as the contracts of the petitioner have already expired by efflux of time

Consequently, the present writ petition and the applications are dismissed.

MANMOHAN, J

AUGUST 17, 2016

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