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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 5751/2015 & CM APPL. 10341/2015

M/S. GOEL & GOEL AND ORS. Petitioners

Through Mr. Jitender Mehta, Advocate

versus

UNION OF INDIA & ORS. Respondents

Through Mr. Jagjit Singh, Sr. Standing
Counsel for Railways.

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Date of Decision: 07th September, 2016**CORAM:****HON'BLE MR. JUSTICE MANMOHAN****J U D G M E N T****MANMOHAN, J: (Oral)**

1. Present writ petition has been filed with the following prayers :-

“(a) To issue a writ of certiorari or any other writ or direction calling for the records and proceedings of Stalls/trolleys of the Petitioners. Trolley No. 1 & 2 at Railway Station Ambala Cantt of M/s Goel & Goel, Trolley No. 3 & 4 at Railway Station Ambala Cantt of Naveen Kumar, Stall No. 2 & 3 at Railway Station Chandigarh of M/S ESS ESS Caterers and Stall No. 1 & Trolley No. 2 at Railway Station Chandigarh of M/S Classic Caterers.

(b) To issue any appropriate writ or direction and declare that the proceedings of closer of Trolley No. 1 & 2 at Railway Station Ambala Cantt of M/s Goel & Goel, Trolley No. 3 & 4 at

Railway Station Ambala Cantt of Naveen Kumar, Stall No. 2 & 3 at Railway Station Chandigarh of M/S ESS ESS Caterers and Stall No. 1 & Trolley No. 2 at Railway Station Chandigarh of M/S Classic Caterers is illegal, arbitrary, unconstitutional, null and void-ab-initio and is liable to be quashed and set aside,

(c) To issue writ of mandamus or any other appropriate writ, order or direction thereby commanding all Respondents to state the reason for not inviting fresh bids/tenders as per the direction of the Hon'ble Supreme Court of India.

(d) Any other appropriate writ or direction in favour of the petitioners and against the respondents;

(e) Such further or other order or orders be passed and/or direction or directions be given as to this Hon'ble Court may deem fit and proper."

2. Learned counsel for the petitioner states that even though the petitioner's tenure has expired, but as there is a renewal clause in the contract, the petitioner is entitled to renewal.

3. He also states that Railways have been renewing the contracts of other similarly placed contracts.

4. Mr. Jagjit Singh, learned senior standing counsel for Railways states that no contract where contract had been transferred from IRCTC to the Railways has been extended.

5. Since admittedly in the present case the contract between the parties has expired, there is no pre-existing legal right in favour of the petitioner to file a writ petition to seek renewal of the contract and that too only on the basis that the contract contains a provision for renewal. This Court is of the view that it would not be justified in issuing a direction for re-writing the

contract and for enforcement of a non-existing contract; non-existing in the sense that the contract between had already come to an end by efflux of time.

6. Moreover, the Supreme Court in *Union of India and Others vs. M.K. Sarkar, (2010) 2 SCC 59*, has held as under:-

"26. A claim on the basis of guarantee of equality, by reference to someone similarly placed, is permissible only when the person similarly placed has been lawfully granted a relief and the person claiming relief is also lawfully entitled for the same. On the other hand, where a benefit was illegally or irregularly extended to someone else, a person who is not extended a similar illegal benefit cannot approach a court for extension of a similar illegal benefit. If such a request is accepted, it would amount to perpetuating the irregularity. When a person is refused a benefit to which he is not entitled, he cannot approach the court and claim that benefit on the ground that someone else has been illegally extended such benefit. If he wants, he can challenge the benefit illegally granted to others. The fact that someone who may not be entitled to the relief has been given relief illegally, is not a ground to grant relief to a person who is not entitled to the relief."

(emphasis supplied)

7. Consequently, present writ petition and application being bereft of merits, are dismissed. The interim orders stand vacated.

MANMOHAN, J

SEPTEMBER 07, 2016

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