

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.9558 of 2017

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1. M/s Amazing India Contractors Pvt. Ltd. a registered company having its registered office at Bhagalpur through its Director namely Kalyan Kumar Singh, Son of Sri Ravindra Nath Singh, Resident of Mohalla- Dakbunglow Road, Mokamah, P.S.- Mokamah, District- Patna.

.... Petitioner/s

Versus

1. The Union of India through its General Manager, Eastern Railway, Kolkata.
2. The Division Railway Manager, Eastern Railway, Malda Division, Malda.
3. The Senior Divisional Commercial Manager, Eastern Railway, Malda Division, Malda.
4. Assistant Commercial Manager, Eastern Railway, Malda Division, Malda.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Md. Nadim Seraj
For the Respondent/s : Mr. Anil Kumar Sinha,
Mr. Akash Keshav

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 09-10-2017

Heard learned counsel for the petitioner and learned counsel for the Railway Administration.

In the present writ petition, petitioner is challenging the action of the Railway for demanding Rs. 6,63,775/- as licence fee for the period from 1.5.2015 to 31.5.2017.

A tender was issued for the allotment of 47 Modular Vending Stall to be run at different Railway Stations in Malda Division and in pursuance thereof the petitioner and others have applied for the allotment of running the said stall. As per specification the dimension of stall has mentioned 6'x10'=60



sqft. The petitioner was declared successful was allotted the stall at Bhagalpur Railway Station at Platform No.1. Petitioner had some objection with regard to location of stall, made a request for shifting the stall to convenient place. As per petitioner representation remained pending was relocated in the year 2016, as per his prayer. Agreement was for five years, Railway requested the petitioner to come forward for an agreement but no agreement could be executed between the parties. The Railway has demanded licence fee of Rs.6,63,775/- vide letter dated 15.5.2017 for the period from 1.5.2015 to 31.5.2017 and notice were issued, in failure to make payment he would be evicted and materials would be seized.

In the counter affidavit in paragraph 8 specific statement has been made that after expiry of 48 hours of demand notice as petitioner failed to discharge liability he has already been evicted and all the materials whatever were available have been seized and he is no longer running the stall.

The petitioner has not challenged the eviction order. The demand notice was served to the petitioner on 3.7.2017 but in fact petitioner has already been evicted and that can only be adjudicated before the appropriate forum.

So far payment of licence fee is concerned, as per



petitioner he is not running the stall whereas Railway has made specific statement that even without licence and medical certificate he was running the stall althrough and as such he is liable for payment of outstanding dues, this dispute cannot be looked into in the present proceeding. The petitioner, if so advised, may approach to the appropriate forum for redressal of his grievance.

With the aforesaid observation and direction this writ petition is disposed of.

(Shivaji Pandey, J)

Vinay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	13.10.2017
Transmission Date	NA

