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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 10375/2017, C.M. APPL.42375-42376/2017**
JITENDER KUMAR Petitioner
Through : Sh. V.K. Shukla, Ms. Nupur Shukla and
Sh. B.R. Pandey, Advocates.

versus

DIVISIONAL RAILWAY MANAGER AND ANR..... Respondents
Through : Sh. Jagjit Singh, Advocate, for Northern
Railway.
Sh. Nikhil Majithia, Advocate, for IRCTC.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT
HON'BLE MR. JUSTICE SANJEEV SACHDEVA

ORDER
23.11.2017

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1. We have heard learned counsel for the parties.
2. The petitioner's claim is for appropriate directions to the Northern Railways and the Indian Railway Catering and Tourism Corporation Limited (IRCTC) to ensure that his business continues as the service provider at the Meerut City Railway Station [hereafter "the Meerut Station"] is allowed to continue.
3. The petitioner claims to be the son of a freedom fighter and an allottee of a Refreshment Room [hereafter referred to variously as "the Refreshment Room" or "the premises"] in the Meerut Station since 1994 and has been continuously and uninterruptedly carrying on business in the Refreshment Room in the Meerut Station. It is stated that this is ensured through repeated and consecutive continuance in

the premises. Clause 5(c) of the agreement originally entered into and extended time and again, is alluded for this purpose. The petitioner then refers to a *No Dues Certificate* issued on 15.11.2017 and states that the tenure of the current license is upto 20.01.2018.

4. It is stated that abruptly on 21.11.2017, the IRCTC caused its personnel to enter the Refreshment Room and forced-out the petitioner's employees as well as its customers, leading to embarrassment, besides hardship.

5. The Court had issued notice yesterday to the Northern Railways as well as IRCTC; both are represented in Court today. According to the Northern Railways, the premises were handed over to the IRCTC sometime in October 2017 which meant that the existing arrangements/licenses were to be managed by IRCTC. The IRCTC contends that according to its prevailing extant catering policy issued by the Ministry of Railways and made applicable to the IRCTC, the spaces provided by the Indian Railways are no longer to be treated on *ad hoc* basis and extensions granted in that regard, but rather they would have to be tendered for a distinctive period. It is highlighted that the bid process is open to only those eligible and that the petitioner was not eligible since he was not an approved vendor/empanelled contractor with the IRCTC. The IRCTC also highlights the tripartite agreement entered by it with the petitioner and the Northern Railways on 16.10.2017.

6. Besides, it is stated that the petitioner was invited to the IRCTC

office for appropriate negotiations with a view to accommodate him in the grant of license under the existing 2017 policy but that the process did not lead to any fruitful outcome. In these circumstances, the IRCTC justifies its actions and contends that the license in fact expired on 20.11.2017. IRCTC also disputes that the petitioner was embarrassed in any manner by reason of expulsion of his customers in the course of business hours.

7. It appears from the record – a matter not disputed, that the petitioner – a licensee, is enjoying the premises for almost 23 years. It also appears according to the prevalent arrangement, the petitioner's license subsisted at least upto 20.11.2017. Though the IRCTC states that the license expired on that day – a fact disputed by the petitioner, what emerges is that the Northern Railways appears to have handed-over the premises to the IRCTC for fresh management, according to the latter's policy as an agency of the Railways itself. This occurred in October 2017. The petitioner has not disclosed to the Court the existence of tripartite agreement. At the same time, the Court notices that the tripartite agreement is silent on the tenure of the petition as upto when the petitioner has to enjoy the premises but mentions generally as to the tenure of the license. What, however, emerges is that the abrupt closure of petitioner's facilities on 21.11.2017 (whether his customers were in fact embarrassed or not or asked to leave the premises), has resulted in an unpleasant situation. It is not the IRCTC's case that a new contract is in place or that the bid process has culminated successfully. Instead, the prevailing

arrangement for providing snacks and beverages in the Refreshment Room has been ended without an alternative.

8. In these circumstances, the Court is of the opinion that suitable orders can be made for a limited duration to ensure that *status quo ante* is restored and at the same time protect the IRCTC/Railways' interest by mandating that 15-days' notice period be given within which the petitioner should vacate the premises subject to his furnishing an undertaking in that regard.

9. In view of the foregoing discussion, the following directions are issued:

- (a). *Status quo ante* is directed to be restored and the petitioner should be allowed to, without restriction, use the facilities as he did prior to the closure of Refreshment Room on 21.11.2017;
- (b). The above is subject to the culmination of the bidding process carried out by the IRCTC, who shall intimate to the petitioner immediately on its conclusion and give 15-days' notice to vacate the premises;
- (c). The petitioner shall hand-over vacant and peaceful possession of the premises to the IRCTC within or at the end of the 15-day period;
- (d). The petitioner shall file an undertaking by way of an affidavit, to be filed in this Court, with a copy to the respondents, incorporating the directions (b) and (c) above and clearly state

that vacant and peaceful possession of Refreshment Room would be handed-over to the IRCTC after the 15-days' notice, required of IRCTC by this Court, is received.

10. The writ petition is allowed in the above terms.
11. Order *Dasti* under the signatures of the Court Master.

S. RAVINDRA BHAT, J

SANJEEV SACHDEVA, J

NOVEMBER 23, 2017/ajk