

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.12794 of 2013

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Tapeshwar Kumar Son Of Jageshwar Yadav Resident Of Village - Patuana, P.S.
Biharsharif, District - Nalanda At Biharsharif

.... Petitioner/s

Versus

1. The Union Of India Through General Manager, E.C. Railway, Hajipur
2. The Senior Divisional Railway Manager, East Central Railway, Danapur
3. The Divisional Railway Manager, East Central Railway, Danapur
4. The Divisional Railway Manager (Commercial), East Central Railway, Danapur
5. The Assistant Commercial Manager, East Central Railway, Danapur
6. The Fa & Cao, East Central Railway, Hajipur
7. The Divisional Cashier, East Central Railway, Danapur Null Null
8. The Station Superintendent / Station Master, Bihar Sharif Railway Station, East Central Railway, Danapur

.... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Rama Kanty Sharma, Sr. Adv Mr. L.K.Sharma, Adv Mr. Prem Shankar Kumar, Adv
For the Respondent/s	:	Mr. Ashok Kumar Keshri, Sr. Rly. Adv Mr. Brajesh Kumar, Rly. Adv

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 20-08-2018

The present writ petition has been filed for a direction to the respondent authorities not to disturb the functioning of the petitioner to carry on the contract for collecting of parking charge of cycle, scooter, motorcycle, car and tempo parked at Biharsharif Railway Station in pursuance of tender notice which was finalized on 25.11.2010 on the basis of which agreement has been prepared and signed on 30.03.2011 for three financial years i.e. 01.04.2011 to 31.03.2012, 01.04.2012 to 31.03.2013 and 01.04.2013 to 31.03.2014.

2. Learned counsel for the petitioner submits that the



petitioner has successfully carried out the contract work for the first two years. However, collection of parking charges was quite deficit and as such the petitioner was unable to deposit the licence fee in the month of March, 2013, but no extension of time was granted for making payment.

3. Learned counsel for the respondents appears and opposes the writ petition submitting that the agreement of the petitioner was admittedly for a period of three years which expired on 31.03.2014, The petitioner failed to deposit the licence fee for the period from 02.04.2013 to 01.04.2014 amounting to Rs. 3,69,050/-. Moreover, the agreement itself has elapsed with efflux of time and no relief can be claimed by the petitioner after a lapse of more than four years.

4. Having heard the parties and on a consideration of the materials on record, this Court finds the writ petition to be devoid of merit and the petitioner has not been able to deposit the licence fee for the third year within time. Moreover, the agreement itself was valid only upto 31.03.2014 which has elapsed long ago.

5. The writ petition accordingly stands dismissed.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
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