

HONOURABLE SRI JUSTICE A.V. SESA SAI

WRIT PETITION NO: 39128 OF 2018

ORDER :

Heard the learned counsel for the petitioner and Sri P.Bhaskar learned counsel for the respondent.

2. The respondent-authorities awarded contract in favour of the petitioner for provision of catering services in General Minor Unit-I on Platform No.1 at Visakhapatnam, vide Lr.No. WCF/1/Catg./GMU/PF-1/VSKP/13, dated 24/10/2018 for a period of five years. Subsequently master licence agreement was entered into on 05/3/2014 for the period commencing from 20-09-2013 to 19-09-2018. Thereafter, on 12/2/2018 the petitioner herein sought renewal of the contract for a further period of three years. The respondents herein granted extension of license period by 42 days from 20/09/2018 to 31/10/2018. Thereafter by way of proceedings impugned, the Divisional Commercial Manager, East Coast Railway, refused to grant extension of licence.

3. According to the learned counsel for the petitioner, the said action of the respondents is illegal, unreasonable and violative of Article 14 and 19 [1] [g] of the Constitution of India. It is further submitted by the learned counsel that as per the policy enunciated in the year 2010, the petitioner herein would be entitled for renewal for a further period of three years.

4. A perusal of the order under challenge discloses that the Divisional Commercial Manager, while referring to the judgment of the Hon'ble Supreme Court and para 11.2 of the policy enunciated in the year 2017 declined to grant extension of licence. A copy of 2017 policy is also placed on record. Clause 11.2 of the said policy, reads as hereunder :

Clause 11.2 : Tenure of Food Plaza shall be for a period of 9 years. Tenure of all other catering units [Major Units and Minor Units] will be for a period of five years only. There will be no further extension/renewal, except for units specifically referred to in para 3.8.1.

5. Admittedly, the said Policy promulgated by the respondent-organization is not under challenge. It is also required to be noted that even as per memorandum of master licence agreement entered into between the petitioner and respondent-authorities, renewal is not a matter of right. Clause 3.2 of license agreement dated 5/03/2014, reads as under :

3.2 : Tenure and Renewal of License :

The tenure of License shall be for a period of five years with a provision of further renewal for period (s) of 3 years on satisfactory performance and payment of all dues and arrears and withdrawal of court cases, if any. Renewal will not be a matter of right. The licensee must apply for renewal of minimum six months in advance before the expiry of the contract. No due certificate from the concerned authority must be attached along with the application for renewal.

6. Having regard to the above reasons, this Court does not find any merit in the present writ petition. Accordingly, the writ petition is dismissed. No costs.

7. As a sequel miscellaneous petitions, if any, pending in this written petition shall stand closed.

JUSTICE A.V.SESHA SAI



31/10/2018
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HONOURABLE SRI JUSTICE A.V. SESA SAI

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[RESULT :: DISPOSED OF]



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