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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 3440/2015

M/S. RIGHTMAN EXPRESS SERVICES Petitioner
Through: Mr Ashish Mohan, Mr Chetan Wahi,
Mr Mohit Kumar and Mr Akshit
Mago, Advocates.

versus

UNION OF INDIA & ORS. Respondents
Through: Mr Jagjit Singh, Ms Shipra Shukla
and Mr Preet Singh, Advocates.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER
% **14.09.2018**

1. The petitioner has filed the present petition, *inter alia*, impugning an order dated 26.12.2014, whereby the respondents had declined the permission to the petitioner to commence operations. The petitioner also impugns a circular dated 15.04.2014 to the extent it provides that the zonal railways would cancel all tenders and return the earnest money to the tenderers in cases where Letter of Allotment (LoA) for award of leasing contract was not issued prior to 01.05.2014.
2. The controversy in the present case arises in the contest of the bids invited by the Northern Railways for leasing of parcel space. Pursuant to the said invitation, the petitioner had submitted its tender for 4 tonne leasing parcel space in RSLR in train no.22182. The petitioner states that its bid

was accepted by letter dated 17.04.2014. It is the petitioner's case that on receipt of the said letter a binding contract was formed. The petitioner states that the term of the said contract was for a period of three years.

3. The petitioner states that although it completed all the necessary formalities as required, the Northern Railway did not issue a formal letter of acceptance as required. Consequently, the petitioner could not discharge its obligations under the said contract.

4. It is seen that even if the contract was awarded to the petitioner, the same would have expired by efflux of time as the same would have been for a fixed period of three years. In this view, without going into the question whether a concluded contract had come into existence, this Court had come to a conclusion that no relief could be granted to the petitioner in this regard. The present petition was retained on board to examine the petitioner's challenge to the Circular dated 15.04.2014.

5. The learned counsel appearing for the petitioner contends that the said circular has effect of precluding the petitioner from agitating its rights, if any, in respect of the breach of contract. A plain reading of the circular indicates it is a policy decision; plainly, if any, contractual rights had vested with the petitioner the impugned Circular would not preclude the petitioner from seeking remedies in respect of the same.

6. In this view, no further orders are required to be passed in this petition, the same is disposed of.

VIBHU BAKHRU, J

SEPTEMBER 14, 2018
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