

THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

W.P.NO.20499 OF 2019

O R D E R

Petitioners have entered into licence agreement with the respondents and according to the said agreement, have been paying the licence fee for the land allotted to them for establishment of unit for manufacture and supply of PSC sleepers to the respondent – railways. Now the grievance of the petitioners is that the licence fee fixed by the respondents is much higher than the market value fixed by the office of the Sub Registrar Yadgir, and though they made representation to the respondents to refix the licence fee as per the guidelines prescribed under the Railway Policy dated 10.02.2015; the respondents following the guidelines issued by the Railway Board dated 16.08.1996, refused to refix the licence fee, and raised the bills. The further grievance of the petitioners is that pending consideration of their representation dated 06.06.2019; respondents 5 and 6 have issued letters dated 19.08.2019 and 27.08.2019, calling upon them to deposit the amounts, and are further resorting to coercive steps for recovery of license fee and incidental amounts. Aggrieved by the same, the present writ petition is filed.

Heard the learned counsel for the petitioners, who reiterated the above averments made in the writ affidavit.

Smt. Pushpendra Kaur, learned Standing Counsel for respondent – Railways, on instructions submitted that the writ petition is premature, as the respondents have not yet resorted to any coercive steps. She submits that petitioners have signed the licence agreement and now they cannot dispute the same. She further submits that there are disputed questions of fact, and hence writ petition may not be entertained, and the same may be dismissed.

Though the learned counsel for the petitioners sought to contend that pending consideration of the representation of the petitioners dated 6.6.2019,

respondents are resorting to coercive steps for recovery of license fee, in fact the entire averments made in the writ affidavit, pertains to the dispute with regard to fixation of licence fee. In one of the impugned letters dated 27.08.2019, it is mentioned that if the petitioners does not pay, action will be initiated as per the conditions of the agreement.

It is to be seen that the fixation of licence fee is admittedly as per the agreement entered into between the parties, and hence in the realm of contractual obligation, and any decision on the dispute in this regard, would involve adjudication of disputed questions of fact, which cannot be undertaken under the writ jurisdiction.

In view of the same, I do not find any reason to entertain the writ petition and the same is accordingly dismissed.

Interlocutory applications pending, if any, shall stand closed. No order as to costs.

A.RAJASHEKER REDDY,J

DATE:24—09—2019

AVS