

**202 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP No.1452-2017

Date of decision : 28.02.2019

Harpreet Singh

..... Petitioner

versus

Union of India and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present: Mr. S.L.Chander Shekhar, Advocate for the petitioner.

Mr. Karamjit Verma, Advocate for the respondents.

TEJINDER SINGH DHINDSA, J. (ORAL)

Challenge in the instant petition is to the order dated 20.01.2017(Annexure P-7) passed by the Senior Divisional Commercial Manager, Northern Railway, Ferozepur and in terms of which directions have been issued to get the unit of Manjit Kaur i.e. deceased mother of the petitioner in relation to the vending contract for catering services at Amritsar Railway Station, closed. A writ of mandamus is sought to direct the respondent-authorities under the Northern Railway to transfer the vending contract of Smt.Manjit Kaur widow of late Sardar Hara Singh in favour of the petitioner on the plea that he is the adopted son of Manjit Kaur and Hara Singh.

Counsel for the parties have been heard and pleadings on record have been perused.

There is no dispute as regards the factual premise that

Sardar Hara Singh had been awarded the vending contract for catering services at Amritsar Railway Station. During the subsistence of such contract Hara Singh died on 04.07.1997. His spouse Manjit Kaur was transferred the contract/licence and which as per counsel representing the respondents was valid up to 20.01.2017. Manjit Kaur is stated to have died on 09.06.2016.

The entire case projected on behalf of the petitioner is that he was the legally adopted son of Hara Singh and Manjit Kaur and on the demise of Manjit Kaur, he in the capacity of being legal heir, is vested with a right to claim transfer of the contract for catering services at Amritsar Railway Station.

In the considered view of this Court the prayer made in the instant petition is not tenable and lacks merit.

The respondent-Railway authorities have issued a Commercial Circular bearing No. 35/2010 dated 21.07.2010 and which governs the grant/extension and transfer of licences pertaining to catering services. The petitioner himself has placed on record at Annexure P/5 amended circular issued on 19.08.2013.

Existing para 21 as also modified para 21 of the Circular read in the following terms:-

“Existing Para 21 : *Transfer of licence to the spouse/legal heir would be allowed only in event of death of the original licensee. The license can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the Chief Commercial Manager/Divisional Railway Manager/MD, IRCTC as the case may be. Nomination to the legal heir should be obtained from the license holder at the time of*

entering into contract. The nomination should be only from amongst the family members. After completion of the unexpired period renewal can be considered to the legal heir for both general and reserved category minor static units licensees subject to satisfactory performance and payment of all dues and withdrawal of court cases, if any.

Modified Para 21: *Transfer of licence to the spouse/legal heir would be allowed only in event of death of the original licensee. The license can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the Chief Commercial Manager/Divisional Railway Manager/MD, IRCTC as the case may be. Nomination to the legal heir should be obtained from the license holder at the time of entering into contract. The nomination should be only from amongst the family members. After completion of the unexpired period renewal can be considered to the legal heir for both general and reserved category minor static units licensees subject to satisfactory performance and payment of all dues, if any.”*

A perusal of para 21 of the Commercial Circular both existing as also modified in the year 2013 makes it apparently clear that transfer of the licence to a spouse/legal heir would be allowed only in the event of death of the '**original licensee**'. Further more, the licence can be transferred in the name of spouse/legal heir only pertaining to the unexpired period of the agreement/licence and that too with the approval of the Chief Commercial Manager/Divisional Railway Manager/MD, IRCTC as the case may be.

In the present case the original licensee was Sardar Hara Singh.

Upon his demise the licence was transferred in the name of his spouse

namely Manjit Kaur. Under the Circular there is no provision for transfer of licence from a subsequent licensee i.e. Manjit Kaur. Even if it was to be argued that the adopted son i.e. the petitioner had any right in such regard, the licence could at best have been transferred only pertaining to its unexpired period. There is also no dispute that the licence that had been transferred from the name of the original licensee in the name of the spouse i.e. Manjit Kaur was valid only up to 21.01.2017. In other words upon the demise of Manjit Kaur on 09.06.2016 the claim of the petitioner herein could at best survive for the period 10.06.2016 up to 21.01.2017. Even such period has since worked out.

For the reasons recorded above, no infirmity is found in the impugned order dated 20.01.2017 (Annexure P-7). The prayer of the petitioner seeking transfer of the licence from a subsequent licensee is without merit.

Petition is dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

28. 02.2019
sunita

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No