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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.12.2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.5352 OF 2012

AIM Associates Pvt Ltd.,
Rep. by its Director E.Kumaran,
31-A, 1st street, Narasimmapuram,
(Near Saibaba Temple),
Mylapore, Chennai - 600 004.

... Petitioner

Vs

1. The Southern Railways
Rep. by its General Manager,
Park Town, Chennai -3.
2. The Southern Railways,
Rep.by its Senior Divisional,
Commercial Manager,
Park Town, Chennai-3.

...Respondents

PRAYER :

Writ Petition filed Under Article 226 of the Constitution of India, to issue a writ of Certiorari, calling for the records on the file of the respondents relating to the impugned order of the 2nd respondent dated 06.02.2012 in M/c37/PUB/11-12 and quash the same and consequently direct the respondents to refund to the petitioner the excess license fee and security deposit amount of Rs.63,49,227/-.

For Petitioner :M/s.Swapna
for Mr.K.S.Natarajan.

For Respondents :Mr.P.T.Ramkumar,
For R1 & R2.

O R D E R

The order dated 06.02.2012 passed by the second respondent is under Challenge in the present writ petition.



2. The order impugned states that the claim of the petitioner for refund of license fee and Security deposit is rejected.

3. The very same petitioner filed another writ petition in W.P.No.13945 of 2012 and this Court passed an order dated 28.09.2021 and the relevant paragraphs are extracted hereunder:

"2. The grievance of the petitioner is that deduction of an amount of Rs.4,75,137/-, being the license fee for the over run period of 186 days, is erroneous and not in accordance with the terms and conditions of the Commercial Agreement.

3. The learned standing Counsel, appearing on behalf of the respondent-Southern Railway, contended that the petitioner-AIM Associates Pvt Ltd., and M/s.SSI Media India Private Limited are functioning in the same office. Therefore, it is to be construed that they are one and the same and knowing these factors, the Competent Authorities passed an order, deducting the above said amount towards license fee.

4. Even in case of any such disputes in respect of the terms and conditions of the Commercial Agreement, the parties are bound to resolve the disputes by approaching the Competent Authority/Forum. The High Court cannot adjudicate those facts and circumstances with reference to the disputed issues regarding the documents and evidences. Thus, the petitioner has to approach the Competent Authority/Forum for the purpose of redressing their grievances.

5. With the abovesaid liberty, the writ petition stands disposed of. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed."

4. In view of the fact that the issues raised in the aforesaid case are similar to that of the present case on hand and the writ petitioner is granted liberty to approach the competent authority for the purpose of redressing their grievances.



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5. Accordingly, the Writ Petition stands disposed of. No costs.

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

Jeni/kmm

To

1. The General Manager,
Southern Railways
Park Town, Chennai -3.
2. The Senior Divisional,
Southern Railways,
Commercial Manager,
Park Town, Chennai-3.

+1cc to Mr.K.S.Natarajan, Advocate, S.R.No.65249
+1cc to Mr.P.T.Ramkumar, Advocate, S.R.No.65434

W.P.No.5352 of 2012

SMI (CO)
PM/04/01/2022