

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

CWP No.23556 of 2017(O&M)

Date of Decision:-06.12.2021

M/s Ess Ess Caterers through its sole proprietor Sanjeev Kapoor.

.....Petitioner.

Versus

Union of India, Ministry of Railways (Railway Board) & Ors.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:- Mr. Narender Pal Bhardwaj, Advocate with
Ms. Kajal Saini, Advocate for the Petitioner.

Mr. Amit Kumar, Advocate for respondent Nos.1 to 4.

Mr. Yogesh Putney, Advocate for respondent no.5-
IRCTC.

RAJ MOHAN SINGH, J.(ORAL)

Petitioner has preferred this petition under Article 226 and 227 of the Constitution for the issuance of an appropriate writ or order or direction, especially in the nature of Mandamus, directing the respondents to extend the period of licence beyond 21.10.2017 as per Catering Policy of 2010 till the arrangement of inviting new tenders as per Policy was finalised.

By way of present petition, petitioner seeks to enforce its legal right for renewal of the catering licence validity of which already stands expired.

Learned Counsel for the petitioner submits that till date, no fresh tenders have been invited and petitioner is still operating on the basis of earlier licence issued and extension granted thereupon.

Primarily, the issue is with regard to quashing of order whereby prayer for renewal of contract for running the stalls at various railway stations has been declined.

Learned Counsel for the petitioner also submits that a conscious decision has been taken by the Railway Authorities to extend the contract for a specific period. At one point of time, the extension provided at Ferozepur Division was not followed by the Ambala Division. As of now, this is an admitted position that the petitioner is working on the basis of original tender without their being any interruption during the intervening period. Process of inviting fresh tenders has not started so far. Learned counsel for respondent-Railways submits that in some divisions process of inviting tenders has already started.

It is not in dispute that a similar matter came up for consideration before the co-ordinate Bench of this Court in **K.K. Kapoor & Sanjeev Kapoor Vs. Union of India & Ors.**, CWP No.7480 of 2021. The said writ petition has been disposed of on

15.07.2021 by passing the following order:-

“ Prayer in this writ petition is for a direction to respondents ‘to extend/renew the tenure/period/validity of catering agreement/license of petitioner beyond 31.03.2021 (Annexure P-3) for the ‘Snack Bar’ operating & functional at Platform No.1 (PF No.1) at Chandigarh Railway Station till fresh allotment by fresh invitation or till finalization of tenders by the respondents under the Catering Policy 2010, 2017 or in view of the law laid down by Apex Court in case reported as 2016 AIIR (SC) 668 (Annexure P-8)’.

As per short written statement filed on behalf of respondents No.5 & 6, it is stated that existing contract of the petitioner shall be permitted to continue till fresh allotment and he shall not be dispossessed till the tender process for fresh allotment is finalized. Mr. G.S. Bal, Sr. Advocate, reiterates that petitioners shall be permitted to continue operating the ‘Snack Bar’ till fresh allotment and that this writ petition is rendered infructuous.

In view of the abovesaid stand of respondents No.5 & 6, no further orders are called for at this stage.

Needless to say the petitioner would be permitted to operate the ‘Snack Bar’ in question till fresh allotment by respondents No.5 & 6 and this order is without prejudice to the rights of the petitioner to participate in the process of fresh allotment as well as seeking renewal of his licence in terms of the judgment of Hon’ble Supreme Court in “Senior Divisional Commercial Manager and others Vs. S.C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Association and another” 2016 AIR (SC) 668.

Writ petition is disposed of accordingly. ”

The controversy involved in the present case is also similar. Admittedly, the petitioner also seeks extension of validity of catering licence for Snacks Bar operating and

functional at Stall No.55 already operating at Platform No.2/3 at Jalandhar City Railway Station. The prayer is that till fresh allotment is made in favour of new incumbent on the basis of finalization of fresh tenders by the respondents, petitioner be allowed to function at the site as per food licence under the Catering Policy of 2010 and 2017 or in view of the law laid down by Hon'ble Apex Court in ***Senior Divisional Commercial Manager & Ors. Vs. S.C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Association & Another*** 2016 AIR (SC) 668.

Admittedly, as per the stand taken by the respondents, the process of fresh licences/allotments has not been finalized so far.

In the afore cited case, learned Counsel for the respondents made a statement at the bar that the existing contract of the petitioner shall be permitted to continue till fresh allotment is made and till such time, petitioner shall not be dispossessed. In view of the statement made by the learned Counsel for the respondents, the said writ petition was disposed of and the petitioner therein, was permitted to operate Snacks Bar till fresh allotment is made by the respondents. However, the said order was without prejudice to the rights of petitioner therein to participate in the process of fresh allotment as well as seeking renewal of licence in terms of judgment of Hon'ble Apex Court in ***Senior Divisional Commercial Manager & Ors. Case***

(supra).

Having considered the controversy in the light of the aforesaid facts, I find that the present writ petition can also be disposed of on the same parameters as laid and stated to in the aforesaid CWP No.7480 of 2021.

Ordered accordingly.

Disposed of in the same terms.

(RAJ MOHAN SINGH)
JUDGE

December 06, 2021

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Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No