

31.03.2022.
Court No. 13
Item No. 57
ap

**W.P.A. No. 4238 of 2022
(Through Video Conference)**

**M/s. Maa Tara Canteen
Versus
Union of India & Ors.**

Mr. Golam Mostafa,
Mr. Tara Sankar Samanta,
Mr. Samirul Sardar.

...For the petitioner.

Mr. Sovan Mukherjee.

...For the respondents.

Affidavit-of-service filed in Court today be taken
on record.

The writ petitioner is aggrieved by a notice dated
1st March, 2022 issued by the Divisional Commercial
Manager, Kharagpur, South Eastern Railway
terminating a contract agreement dated 19th
November, 2020 in respect of a two wheeler parking
contract at Fuleswar Railway Station premises.

It appears from the record that the petitioner
had defaulted in payment of lease rent and several
notices were sent to the petitioner from June, 2021
but in vain.

In view of the Pandemic, the petitioner was also
given a huge reduction in lease rent, which has not
been availed. Finding no other alternative, the contract
was terminated.

Counsel for the Railways has produced a
minutes of meeting dated 9th March, 2022, duly signed
by the petitioner's representative, surrendering the

premises to the Railways. The Railways are already in possession of the said premises.

In that view of the matter, no relief can be granted to the writ petitioner in this writ petition.

Hence, the instant writ petition must fail and is hereby dismissed.

The other grievance of the parties for recovery of the arrears of the lease rent, and the right of the Railways to forfeit the security deposit may be agitated in appropriate civil forum.

The minutes of the meeting and other notices of demand issued by the Railways are kept with the record.

There will be no order as to costs.

All parties are directed to act on a server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)