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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.05.2022

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.13483 OF 2022

AND

W.M.P.NOS.12667 & 12668 OF 2022

M/s.J.S.Catters

Rep. by its Managing Partner Mr.K.M.Musthafa,
9/186, EMM Main Street,
Chennimalai Road, Near Chandika Theater,
Opp. Railway Station,
Erode - 638 001.

.. Petitioner

Vs.

1. The Group General Manager,
Indian Railway Catering & Tourism Corporation Ltd.,
6A, The Rain Tree Place, No.9, Mc Nichols Road,
Chetpet, Chennai - 600 003.

2. The Additional General Manager,
Indian Railway Catering & Tourism Corporation Ltd.,
6A, The Rain Tree Place, No.9, Mc Nichols Road,
Chetpet, Chennai - 600 003.

.. Respondents

Prayer:

Writ Petition has been filed under Article 226 of the Constitution of India seeking a Writ of Certiorari calling for the records of the second respondent and quash the order dated 21.05.2022, bearing the No.2019/IRCTC/SZ/FP/TBM/Vol-V.

For Petitioner : Mr.V.S.Senthil Kumar

O R D E R

The Show Cause Notice (Addendum) dated 21.05.2022, issued by the respondent Indian Railway Catering and Tourism Corporation Limited is under challenge in the present writ petition.

2. The writ petitioner is the managing partner of the



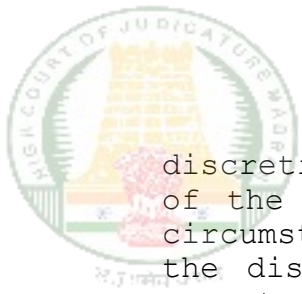
petitioner concern. The Indian Railway Catering and Tourism Corporation Limited decided to set up food plaza at Tambaram Railway Station and invited bids for the same. The petitioner was a successful bidder and commenced his operation in the said food plaza at Tambaram Railway Station based on the agreement for licence. As per the terms and conditions of the agreement, the petitioner was paying the licence fee. The learned counsel appearing for the petitioner made a submission that certain dues are not disputed by the petitioner however disputed certain dues demanded for the pandemic period. The petitioner states that he is not in a position to settle the same.

3. Under these circumstances, the second respondent issued a show cause notice dated 22.04.2022, stating that the petitioner has to remit the outstanding dues of Rs.81,54,065/- within a period of 15 days, failing which, the unit will be closed after working hours on 07.05.2022. However, the petitioner has not settled the dues but sent a reply to the respondents. Thereafter, Show Cause Notice (Addendum) was issued on 21.05.2022, demanding a sum of Rs.89,68,410/-.

4. This Court is of the considered opinion that the licence was granted to operate food plaza based on the terms and conditions in the agreement. The respondents raised demand by invoking the conditions of the agreement. If at all there is any dispute regarding calculation or otherwise or the petitioner seeks waiver of any amount for the lock down period during COVID-19 situation, the petitioner has to approach the competent authorities for redressal. Contrarily the High Court cannot adjudicate the disputed issues with reference to the terms and conditions of the contract and form an opinion or determine the dues to be paid by the petitioner to the Indian Railways.

5. In the event of any interference, in such circumstances, would cause prejudice to either of the party in adjudicating the disputed issues, so also the revenue of the Indian Railways will also get affected. Parties to the contract are bound to resolve the issues in the manner contemplated or by adjudicating the issues before the appropriate forum. Writ Court cannot conduct a roving enquiry or adjudicate the disputed issues with reference to the contractual obligations between the parties. In the event of any such adjudication, there is a possibility of prejudice to either of the parties and therefore the parties are bound to resolve the issues before a competent forum or by way of negotiation between them.

6. The Courts have repeatedly held that the contractual obligations cannot be decided in Writ proceedings in normal circumstance, only in the event of no dispute between the parties, and on exceptional circumstance, the power of



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discretion may be exercised by the High Court under Article 226 of the Constitution of India but not otherwise. In all other circumstances the parties to the contract are bound to resolve the dispute in the manner contemplated and more so before the competent forum.

7. In the present case, the petitioner admittedly was a successful bidder and entered into an agreement for licence to set up and operate food plaza at Tambaram Railway Station. Now the railways has raised a demand based on the terms and conditions of the contract and the benefit of waiver or otherwise has to be granted by the railways and the petitioner in this regard is at liberty to approach the competent authority for any such concession or otherwise and contrarily the High Court cannot exercise its power of judicial review for the purpose of adjudication of such terms and conditions of the contract.

8. In view of the facts and circumstance of the case, this Court is not inclined to entertain the writ petition and accordingly the writ petition stands dismissed. Consequently, the connected miscellaneous petitions are closed. No costs.

Sd/-

Vacation Officer

//True Copy//

Sub Assistant Registrar

kk/drm

To

1. The Group General Manager,
Indian Railway Catering & Tourism Corporation Ltd.,
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Chetpet, Chennai - 600 003.
2. The Additional General Manager,
Indian Railway Catering & Tourism Corporation Ltd.,
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JPL(CO)
PM/02/06/2022