



WEB COPY



W.P.No.12792 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.03.2023

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.12792 of 2018

And

W.M.P.Nos.15014 and 15015 of 2018

M.Arivudai Nambi

... Petitioner

Vs.

The Divisional Commercial Manager,
Chennai Division, Southern Railway,
NGO Annexe, Park Town,
Chennai – 600 003.

... Respondent

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorari calling for records relating to the letter no.M/C.210/H/UPM/Vol.V dated 17.05.2018 issued by the respondent and to quash the same.

For Petitioner : Mr.L.Chandrakumar
For Respondent : Mr.M.Vijay Anand

O R D E R

The petitioner has filed this writ petition seeking issuance of



W.P.No.12792 of 2018

WEB COPY

Writ of Certiorari calling for records relating to letter no.M/C.210/H/UPM/Vol.V dated 17.05.2018 issued by the respondent and to quash the same.

2.The case of the petitioner is that the petitioner was appointed as Halt Agent and originally awarded the contract with effect from 01.01.2004 vide document dated 13.01.2004 which was extended for the period from 01.01.2009 till 30.06.2011 with a rider agreement dated 21.01.2009 and was further extended upto 31.12.2013 through another rider agreement dated 01.07.2011 which was further extended upto 31.12.2018 by agreement dated 10.03.2014. In terms of Sub – Rule (a) of Para 275 of the Indian Railways Commercial Manual, Volume I (hereinafter referred to as Manual), Train Halts are opened for booking of passengers only and are worked by Booking Clerks, Travelling Booking Clerks, Guards or Contractors called Local Agents.

3.The further case of the petitioner is that as per para (ii) of the Sub – Rule (c) of Para 275 of the Manual the Station Master of the depot station will enter the tickets supplied to the local agent as also



W.P.No.12792 of 2018

WEB COPY

the face value of such tickets separately in daily train cash book – cum summary and account for them in the same manner as tickets sold at the depot station. The commission charges paid to the local agent will be shown as a deduct entry under the main head vouchers.

4.The further case of the petitioner is that the Commercial Department of the Railway Board issued Circular No.12 dated 17.05.1999 postulating the guidelines for the Zonal Railways in connection with opening of Train Halts and in terms of Para III of the said Circular, the following minimum facilities should be provided at the Halt Stations:

- a)A Rail Level Platform;
- b)A Booking Office – cum – Waiting Shed;
- c)Lighting arrangement where trains stop at nights; and
- d)Planting of shady trees.

Whiles, the petitioner received an order dated 02.04.2018, wherein it was contended that the Senior Section Engineer was directed to assess the water charges and electricity charges for the period from 01.01.2014 till 31.03.2018 to enable the respondent to recover from

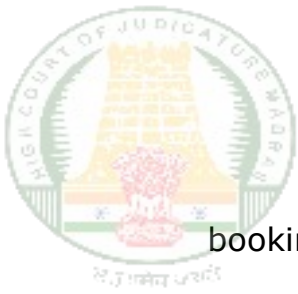


W.P.No.12792 of 2018

the petitioner. Though the petitioner submitted his detailed representation dated 27.04.2018, pleading that the said charges could not be levied on the petitioner, the impugned order dated 17.05.2018 directing the petitioner to pay a sum of Rs.3,26,913/- towards electricity charges and water charges was served on the petitioner. Hence, this petition.

5.The learned counsel appearing for the petitioner submitted that the petitioner was initially appointed as Halt Agent and awarded the contract with effect from 01.01.2004 and the same was subsequently extended, however, the last agreement dated 10.03.2014 did not contain the clause as regards payment of water and electricity charges. In the absence of such clause, demanding the petitioner to pay a sum of Rs.3,26,913/- towards electricity charges and water charges is not sustainable one.

6.Per contra, the learned counsel appearing for the respondent submitted that Halt stations function as stopping places for entraining and detraining of passengers. Tickets are issued by an agent for few nearby stations on commission basis and there is no ticket reservation



W.P.No.12792 of 2018

booking done in Halt station. The petitioner was selected as a Halt agent for a period of five years for Urapakkam Railway Station in the year 2004 and the petitioner was paid remuneration for the service rendered by him. Though the initial agreement was entered into during the year 2004, the same was periodically renewed with rider agreement.

7.The learned counsel appearing for the respondent further submitted that the petitioner submitted a letter dated 16.09.2013 requesting for extending the Halt agent contract and in his letter he had stated that if the respondent advises him to provide any passenger amenity, he is willing to provide it depending upon his financial position and based on his letter, the contract was extended upto 31.12.2018. He further submitted before the agreement was entered into on 10.03.2014, a letter was sent to the petitioner on 10.02.2014 intimating that the petitioner's contract will be extended for a further period from 01.01.2014 to 31.12.2018 provided that the petitioner will maintain the Halt station during the said period at his own cost. The said letter was acknowledged by the petitioner and in view of the acknowledgement made by the petitioner, the petitioner has to necessarily pay the water charges and electricity charges.



W.P.No.12792 of 2018

WEB COPY

8. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondent.

9. The facts in the present case is not in dispute. The petitioner was appointed as Halt Agent and originally awarded the contract with effect from 01.01.2004 and the same was periodically renewed with rider agreement and the agreement came to be expired in the year 2013 and the petitioner submitted a letter dated 16.09.2013 to the respondent requesting for extending the Halt agent contract and in his letter he had stated that if the respondent advises him to provide any passenger amenity, he is willing to provide it depending upon his financial position and based on his letter, the contract was extended from 01.01.2014 to 31.12.2018 provided the petitioner has to maintain the infrastructure during the said period at his own cost for the water charges and electricity charges. When such a letter was acknowledged by the petitioner, later the petitioner cannot claim that he cannot pay the water charges and electricity charges.

10. In view of the above, the prayer sought in this writ petition is mis-conceived. The petitioner is directed to pay the impugned demand



W.P.No.12792 of 2018

of Rs.3,26,913/-, within a period of twelve weeks from the date of receipt of a copy of this order, by way of three installments, without any interest.

11.The writ petition is accordingly dismissed. No costs.
Consequently, the connected miscellaneous petitions are closed.

06.03.2023

pri

Speaking Order/ Non Speaking Order

Index: Yes/ No

Internet: Yes/ No

To

The Divisional Commercial Manager,
Chennai Division, Southern Railway,
NGO Annexe, Park Town,
Chennai – 600 003.



WEB COPY



W.P.No.12792 of 2018

M.DHANDAPANI,J.
pri

W.P.No.12792 of 2018
And
W.M.P.Nos.15014 and
15015 of 2018

06.03.2023