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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON : 29.03.2023

PRONOUNCED ON : 28.04.2023

CORAM

THE HONOURABLE MR.JUSTICE **C.V.KARTHIKEYAN**

W.P.(MD)Nos.239, 9653 and 9844 of 2022
and

W.M.P.(MD)Nos.12721, 12722 and 16619 of 2021

W.P.(MD)No.239 of 2022:-

S.Rabik Raja

... Petitioner

vs.

The Senior Divisional Commercial Manager,
Divisional Office, Commercial Branch,
Southern Railways, Tiruchirappalli.

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus to call for the records relating to the proceedings of the impugned order in No.T/C. 79/Revision of Licensee fee/2020 dated 28.12.2021 on the file of the Respondent and the consequent order in T/C.79/Revision of Licensee fee/2020, dated 31.12.2021 on the file of the respondent and to quash the same and further to direct the respondent to permit the petitioner to run the Non-Vegetarian Light Refreshment Stall in Platform-1 of Thiruvavur Junction along with platform vending by paying 40% of normal pro rate



licence fee upto 17.05.2022.

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W.P.(MD)No.9653 of 2022:-

S.Rabik Raja

... Petitioner

vs.

The Senior Divisional Commercial Manager,
Divisional Office, Commercial Branch,
Southern Railways, Tiruchirappalli.

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus, to call for the records relating to the proceedings dated 29.04.2022 on the file of the Respondent and to quash the same and further to direct the respondent to renew the license of the petition for a period of three years to run the Non-Vegetarian Light Refreshment Stall in Platform-1 of Thiruvavarur Junction along with platform vending in accordance to the Catering Policy-2010.

W.P.(MD)No.9653 of 2022:-

S.Rabik Raja

... Petitioner

vs.

The Senior Divisional Commercial Manager,
Divisional Office, Commercial Branch,
Southern Railways, Tiruchirappalli.

... Respondent



PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus, to call for the records relating to the impugned proceedings in No.T/C 79/NVLR/TVR/2016, dated 10.05.2022 on the file of the respondent and to quash the same and further to direct the respondent to renew the license of the petitioner for a period of three years to run the Non-Vegetarian Light Refreshment Stall in Platform-1 of Thiruvavarur Junction along with platform vending in accordance to the Catering Policy-2010.

For Petitioner :Mr.K.Jeyamohan
For Respondent :Mr.K.R.Laxman
Standing Counsel

(in all cases)

COMMON ORDER

All the three Writ Petitions have been filed by the same petitioner with respect to the same issue, namely, a contract with respect to a catering stall (Non-Vegetarian Light Refreshment Stall) in Platform No.1 at Thiruvavarur Railway Junction.

2.The petitioner had entered into an agreement by which licence was granted for a period of five years from 25.04.2016 with a clause for renewal. Platform vending was also permitted. Issues had arisen owing

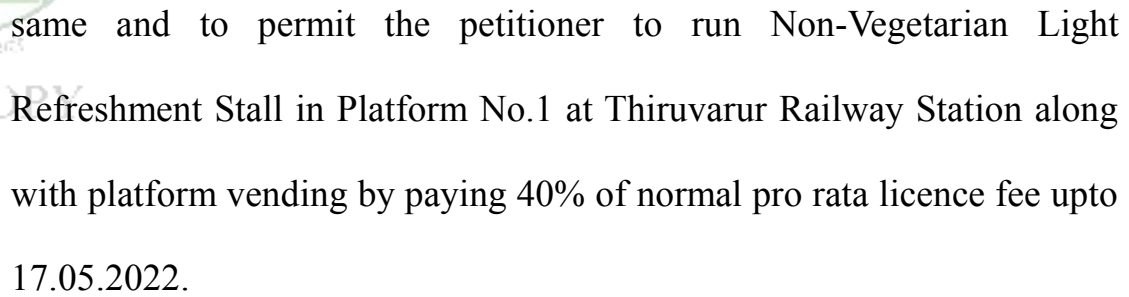


to the onslaught of COVID-19 pandemic in the midst of licence period and disputes arose between the petitioner and the respondent relating to extension of licence period and corresponding licence fee to be paid for the extended period.

3.Arguments were advanced by both the learned Counsel on behalf of the petitioner and by the learned Senior Standing Counsel appearing on behalf of the respondent in common and since issues overlapped, a common order is passed in all the three Writ Petitions.

W.P.(MD)No.239 of 2022:-

4.This Writ Petition had been filed by the petitioner, S.Rabik Raja, against the Senior Divisional Commercial Manager, Divisional Office, Commercial Branch, Southern Railways, Tiruchirappalli in the nature of a Certiorarified Mandamus to call for the records relating to the proceedings in No.T/C.79/Revision of licensee fee/2020, dated 28.12.2021 and the consequential order No.T/C.79/Revision of licensee fee/2020, dated 31.02.2021 on the file of the respondent and to quash the



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6. In the year 2020, COVID-19 pandemic set in. Restrictions were placed and income was not generated. The respondent therefore extended the licence period for one year. The licence of the petitioner was also extended till 17.05.2022. The petitioner claimed that he was entitled for extension for three years and had given a representation, which was pending. It was further stated that since the licence period was extended upto 17.05.2022, the minor static unit holders were asked to pay 40% of the annual pro rata licence fee once in three months. This was also applicable for platform vending. The petitioner claimed that he paid 40% of the pro rata licence fee upto 31.12.2021, namely July-September and October-December 2021.

7. The respondent then passed an order, dated 28.12.2021, directing the minor static unit licence holders to continue to pay 40% of the annual pro rata licence fee even from 01.01.2022 till 31.03.2022. This relief was however extended only to those licence holders, whose period had not expired. For the licensees, like the petitioner, whose licence had been extended after 21.03.2020, a separate order was passed on



31.12.2022 by which, they were directed to pay the entire licence fee and not 40%. This condition had been challenged in this Writ Petition.

W.P.(MD)No.9653 of 2022:-

8.This Writ Petition had been filed by the same petitioner against the same respondents in the nature of a Certiorarified Mandamus calling for the records of proceedings, dated 29.01.2022 on the file of the respondent and to quash the same and to direct the respondent to renew the licence of the petitioner for a period of three years to run Non Vegetarian Light Refreshment Stall in Platform-I of Thiruvavarur Railway Station along with platform vending in accordance with Catering Policy-2010.

9.In the affidavit filed in support of this Writ Petition, the petitioner stated that the said Writ Petition had been filed as a corollary to W.P.(MD)No.239 of 2022 in which, he had questioned the direction to pay the entire licence fee for the period from 01.01.2022 till 21.03.2022 and not 40% of the licence fee, as was directed to be paid for the



licensees, whose terms were still in force.

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10. In this Writ Petition, the petitioner stated that since his licence has expired on 17.05.2022, he had given a representation for renewal of the licence. The respondent by proceedings, dated 11.11.2021 and 11.03.2022 sought particulars to be submitted. The petitioner claimed that he had given all the particulars by reply, dated 26.03.2022 except an affidavit, which was also sought by the respondent. Since no orders were passed, the petitioner filed W.P.(MD)No.6753 of 2022 and a learned Single Judge of this Court by an order, dated 12.04.2022 directed the respondent to pass final orders on or before 17.05.2022. The respondent provided personal hearing on 29.04.2022. The petitioner claims that he appeared and expressed his difficulties and stated that he had already been blacklisted from participating in any tender till 2023 and therefore sought extension of licence period.

11. The petitioner was served with minutes of the meeting on 05.05.2023 in which it was recorded that he had agreed to surrender the stall on or before 17.05.2022. It was also recorded that there was no



possibility of extension of the licence period. This minutes of the proceedings, dated 29.04.2022 is challenged in this Writ Petition.

W.P(MD)No.9844 of 2022:-

12.This Writ Petition has been again filed by the very same petitioner against the same respondent again in the nature of a Certioarified Mandamus calling for records relating to proceedings in T/C.79/Non Vegetarian Light Refreshment Stall/TVR/2016, dated 10.05.2022 and to quash the same and to direct the respondent to renew the licence of the petitioner for a period of three years with respect to Non Vegetarian Light Refreshment Stall in Platform No.1 of Thiruvavarur Railway station along with platform vending.

13.In the affidavit filed in support of this Writ Petition, it had been stated that the Writ Petitioner had filed two earlier Writ Petitions and in W.P.(MD)No.9653 of 2022, he had questioned the minutes of the personal meeting held on 29.04.2022, which projected that he had agreed to surrender the stall on 17.05.2022 on expiry of licence period.



Subsequently, in the affidavit filed in support of the present Writ Petition, he had stated that he was served with an order of respondent, dated 10.05.2022, refusing to renew the licence for a further period and to direct the petitioner to vacate the stall premises on or before 17.05.2022. This order is challenged in the present Writ Petition.

Counter affidavit:-

14.Let me extract the averments made in the counter affidavit filed in W.P.(MD)No.9844 of 2022, since it addresses issues raised by the Writ Petitioner in all the three Writ Petitions.

15.In the counter affidavit, it had been stated that the petitioner had been granted with licence to run a Non-Vegetarian Light Refreshment Stall (General Minor Unit) at Thiruvarur Railway Station by an agreement, dated 25.04.2016 in accordance with the provisions of Catering Policy-2010. The licence period was from 12.06.2016 to 11.06.2021. The stall was closed on 21.03.2020 due to Nationwide lockdown subsequent to COVID-19 pandemic. The stall was reopened



on 08.01.2021. It was again closed on 15.05.2021 and opened on 01.07.2021 on request of the petitioner.

16.This period of non operation of stall owing to COVID-19 pandemic, to a total extend of 321 days, was treated as dies-non and the licence period was extended by 321 days from 01.07.2021 to 17.05.2022. The petitioner had sought renewal of the licence in accordance with the the provisions of Catering Policy-2010 by letters, dated 28.01.2021, 22.10.2021, 08.12.2022 and 26.03.2022. The petitioner was incidentally also running the following stalls, namely,

- (1)Catering Stall at Platform Nos. 2 and 3 at Tirunelveli Railway Junction;*
- (2)Catering Stall in Platform No.1 at Thiruthangal Station;*
- (3)Catering Stall in Platform Nos. 5 and 6 in Chennai Egmore Railway Station; and*
- (4)Non Vegetarian Light Refreshment Stall at Platform No.1 at Thiruvavarur Railway Station.*

17.It was further stated that in Catering Policy-2010, licences were granted for five years with provision of renewal on the basis of satisfactory performance and payment of dues. However, this policy was



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superseded by the Catering Policy-2017, which had no provisions for renewal.

18.It was further stated in the counter affidavit that by a judgment of the Supreme Court in ***Civil Appeal Nos.618-620 of 2016 (S.L.P. (C)No.9921-23/2014)***, the Railway Board had advised that notwithstanding any provisions in Catering Policy-2010 and any earlier Catering Policy, only those Minor Catering Static Unit licensees would be eligible for renewal of licence, who declare an affidavit that they do not have licences of more than one Minor Catering Unit and if he/she holds more than one unit, then he/she should forego all other units, except the unit, which he/she wishes to renew.

19.It is also stated that the petitioner was intimated by letters, dated 20.07.2021, 11..1.2021 and 11.03.2022 that Catering Policy-2010 had been superseded by Catering Policy-2017, which has no provision for renewal. The petitioner was asked to submit an affidavit agreeing to surrender all other stalls held by him to process the request for renewal of Non Vegetarian Light Refreshment Stall at Platform No.1 at Thiruvavur



Railway Station in accordance with Commercial Circular:22 of 2017.

However, the petitioner filed W.P.(MD)No.6753 of 2022, seeking a direction to consider his representation for renewal of the licence.

20.In compliance with the direction of this Court, the petitioner was granted personal hearing on 29.04.2022 and it was asserted that the petitioner had admitted that Catering Policy-2010 had been superseded by Catering Policy-2017 and there was no provision of renewal of stall by holding more than one stall. It was also asserted that he agreed to vacate the stall on expiry of the licence period, since it was not feasible for him to surrender the other three stalls. It was stated that the petitioner however did not submit documents for processing the request for renewal including the affidavit agreeing to surrender all other stalls. Therefore, the petitioner was issued with yet another letter on 10.05.2022 informing him to vacate the railway premises on expiry of the extended period of licence on 17.05.2022.

21.It was further stated that the stall at Tiruvarur Railway Station was closed on midnight of 17.05.2022. It had been further asserted that



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the petitioner was holding licence for three catering units and had not given any affidavit that he would surrender them and retain only one stall, which would enable the renewal documents to be processed. It has also been asserted that renewal is not a matter of right. It was stated that the Writ Petition should be dismissed.

22.I have not extracted the counter affidavits filed in the other two Writ Petitions, since they proceeded on the same basis justifying the orders impugned in the said Writ Petitions.

23.Heard arguments advanced by Mr.K.Jeya Mohan, learned Counsel appearing on behalf of the Writ Petitioner and Mr.K.R.Laxman, learned Senior Standing Counsel appearing on behalf of the respondent.

24.Mr.K.Jeya Mohan, learned Counsel appearing on behalf of the petitioner pointed out the facts and stated that the respondent had adopted two different norms for extending the concession of 40% licence fee consequent to closure of the stalls owing to COVID-19 pandemic. The respondent had extended concession of 40% of the licence fee only



for those licence holders, whose licences were still in force and did not so extend such concession for those licence holders, who were granted extension consequent to closure of stalls due to COVID-19 pandemic.

25.The learned Counsel further pointed out that the stall of the petitioner was closed for a total period of 321 days and thereafter, it was renewed for a further period of 321 days. However, the learned Counsel stated that still the inflow and the outflow of railway passengers were to the minimum and the difficulties which a stall licensee faced was the same irrespective whether the licence was in force or it was in the extended period. The learned Counsel stated that the footfall of passengers in the railway platforms decreased owing to COVID-19 pandemic and its regulations. Regular trains did not immediately commence and confidence had to be built up before commuters started to travel in trains once again.

26.The learned Counsel therefore stated that this distinction brought up by the respondent between the licence holders, whose licence were in force and the licence holders, whose licences had been extended,



should be interfered with by this Court. It was an arbitrary distinction and could not withstand the scrutiny of this Court.

27.The learned Counsel further stated that the petitioner was initially granted licence in the year 2016. The policy, which governed the grant of licence and the agreement, which was entered into between the petitioner and the respondent, was the Catering Policy-2010. It was then asserted that the petitioner continues to be governed under the said policy. The said policy provided for renewal of the licence for a further period. The learned Counsel stated that the petitioner had been diligent in paying the annual fee till the onslaught of COVID-19 pandemic. Thereafter, he had also paid additional amount. The learned Counsel stated that as per the directions of this Court, he had also paid 40% of the licence fee. It was asserted that the petitioner should be granted extension of lease and that the licence fee should be determined only at 40% fee even for the extended period.

28.The learned Counsel further stated that the petitioner had never agreed during the personal hearing that Catering Policy-2017 alone



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applied to him. The learned Counsel also asserted that the petitioner had never agreed to give an affidavit, as required by the respondent to give up the other stalls. He stated that this was an onerous condition imposed by the respondent. The learned Counsel was emphatic in his assertion that the petitioner's case should be considered favourably and the Writ Petitions should be allowed and the petitioner should be permitted to continue to run the stall at Tiruvarur Railway Station for a further period in accordance with the conditions of Catering Policy-2010 and at 40% of licence fee.

29.Mr.K.R.Laxman, learned Standing Counsel appearing for the respondent however disputed all these contentions. According to the learned Counsel, the petitioner was given more than sufficient opportunity to pay the licence fee. He pointed out that Catering Policy-2010 relied on by the petitioner had been superseded by the subsequent policy, namely, Catering Policy-2017 and under that policy, there was no clause for renewal. The petitioner had been granted 321 days of extension owing to lockdown imposed by the Government due to COVID-19. It was therefore stated that the petitioner cannot complain



that he did not have the benefit of five year period of licence originally granted in the year 2016.

30. The learned Counsel pointed out that consequent to directions of this Court, the petitioner was also afforded personal hearing. The learned Counsel stated that the petitioner had questioned every act of the respondent. He pointed out the arrears paid by the petitioner herein. He also pointed out that the petitioner was the beneficiary of being the licence holder of several other catering stalls and stated that if the petitioner wants any renewal, he should have given up the other stalls and should have sought renewal of the stall at Tiruvarur Railway Station. But the petitioner did not forward the requisite documents. The learned Counsel therefore stated that the petitioner having failed to comply with the condition of producing affidavit, would necessarily have to suffer an adverse order. The learned Counsel stated that the Writ Petitions did not merit consideration at all. The learned Counsel also pointed out a judgment of the Supreme Court and stated that renewal cannot be sought as a matter of right. The learned Counsel therefore insisted that the Writ Petitions should be dismissed.



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31.I have given careful consideration to the arguments advanced and perused the material records.

32.The facts reveal the following:

(1)The petitioner was the successful bidder and was granted licence to run Non-Vegetarian Light Refreshment Stall at Platform No.1 at Thiruvavarur Railway Station for a period of five years from 25.04.2016.

(2)The annual fee payable was Rs.2,13,000/-.

(3)The petitioner was given an additional licence for platform vending.

(4)During the period of licence, owing to COVID-19 pandemic, the stall was closed on 21.03.2020 and reopened on 08.01.2021 and again closed on 15.05.2021 and reopened on 01.07.2021. It was closed for a total period of 321 days.

(5)The petitioner was granted extension of licence period for a further period of 321 days from the date of expiry of five years.



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33. The dispute between the petitioner and the respondent was with respect to the payment of licence fee during the extended period. In the extended period, for the first half, namely, from July to September in 2021 and from October to December in 2021, the petitioner had paid 40% of the licence fee. Thereafter, a communication had been issued by the respondent that from January to March 2022, this concession of 40% would be extended only to those licence holders, whose licence period was still in force and not to those licence holders, whose licence period had expired and who were running the stall owing to extension of licence due to closure of the stalls owing to COVID-19 pandemic. They should pay 100% of the licence. This communication was challenged by the petitioner in W.P.(MD)No.239 of 2022. This Court by an order, dated 07.01.2021, when the Writ Petition came up for admission had passed the following order:

“Mr.S.Manohar, learned Standing Counsel, takes notice for the respondent.

2.The petitioner may pay 40% license fees directly to the respondent and if it is tendered on or before 19.01.2022, the same may be accepted by the respondent without prejudice to the contentions raised by them in the notice, which is a subject matter of the writ petition. If it is so paid, the respondent shall await further orders of this Court.

3.Necessary records be served. Let counter also be filed.

4.Call the matter once again on 10.02.2022. “



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34. The learned Counsel for the petitioner placed reliance on the judgment of the Honourable Supreme Court reported in **2013 (2) SCC 722 [Kallakaruchi Taluk Retired Official Association and others vs State of Tamil Nadu]**, and placed specific reliance on paragraphs 26 and 27, which are as follows:

“26. We have given our thoughtful consideration to the controversy in hand. First and foremost, it needs to be understood that the quantum of discrimination, is irrelevant to a challenge based on a plea of arbitrariness, under [Article 14](#) of the Constitution of India. [Article 14](#) of the Constitution of India ensures to all, equality before the law and equal protection of the laws. The question is of arbitrariness and discrimination. These rights flow to an individual under Articles 14 and 16 of the Constitution of India. The extent of benefit or loss in such a determination is irrelevant and inconsequential. The extent to which a benefit or loss actually affects the person concerned, cannot ever be a valid justification for a court in either granting or denying the claim raised on these counts. The rejection of the claim of the appellants by the High Court, merely on account of the belief that the carry home pension for employees who would retire after 1.6.1988, would be trivially lower than those retiring prior thereto, amounts to bagging the issue pressed before the High Court. The solitary instance referred to above, which is not a matter of dispute even at the hands of the first respondent, clearly demonstrates, that in a given situation, an employee retiring on or after 1.6.1988 could suffer a substantial loss, in comparison to an employee retiring before 1.6.1988. We are, therefore satisfied, that the High Court clearly erred while determining the issue projected before it.

27. At this juncture it is also necessary to examine the concept of valid classification. A valid classification is truly a valid discrimination. [Article 16](#) of the Constitution of India permits a valid classification (see, [State of Kerala vs. N.M. Thomas](#) (1976) 2 SCC 310). A valid classification is based on a just objective. The result to be achieved by the just objective presupposes, the choice



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of some for differential consideration/treatment, over others. A classification to be valid must necessarily satisfy two tests. Firstly, the distinguishing rationale has to be based on a just objective. And secondly, the choice of differentiating one set of persons from another, must have a reasonable nexus to the objective sought to be achieved. Legalistically, the test for a valid classification may be summarized as, a distinction based on a classification founded on an intelligible differentia, which has a rational relationship with the object sought to be achieved. Whenever a cut off date (as in the present controversy) is fixed to categorise one set of pensioners for favourable consideration over others, the twin test for valid classification (or valid discrimination) must necessarily be satisfied. In the context of the instant appeals, it is necessary to understand the overall objective of treating “dearness allowance” (or a part of it) as “dearness pay”. There can be no doubt, that ‘dearness allowance’ is extended to employees to balance the effects of ongoing inflation, so as to ensure that inflation does not interfere with the enjoyment of life, to which an employee is accustomed. Likewise, the objective of ‘dearness pay’ is to balance the effects of ongoing inflation, so that a pensioner can adequately sustain the means of livelihood to which he is accustomed . Having understood the reason why the Government extends the benefit of ‘dearness allowance’ and ‘dearness pay’, to its employees and pensioners respectively, we would venture to search for answers to the twin tests which must be satisfied, for making a valid classification (or a valid discrimination), in the present fact situation.”

35. This judgment was relied upon by the learned Counsel to press the point that there cannot be two categories of licence holders, namely, (1) whose licence was still in force and (2), who were on the extended period consequent to closure of stall due to COVID-19 pandemic. The learned Counsel stated that both the licence holders faced the same problem, namely, the lack of confidence among the commuters who



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travel in train to eat outside and more particularly, eat in stalls in railway platforms. The confidence grew very slowly and the number of commuters did not increase overnight and therefore, it was contended by the learned Counsel that the concession of 40% should have been, viewed from any angle, extended to all the catering stalls.

36. This issue of payment of licence amount should be examined independent of the claims of the petitioner seeking renewal of the licence. The petitioner claims renewal of licence on the basis of Catering Policy-2010, but records reveal that the petitioner had been addressed with communications that he is governed by Catering Policy-2017 and that under the said Policy, if he wants renewal of this particularly railway stall, he must give up his interests in the other railway stall operated by him. Incidentally, the petitioner has been running other catering stalls at Tiruinelveli Railway Junction, Thiruthangal Railway Station and Chennai Egmore Railway station, quite apart from the railway stall at Tiruvarur Railway station. The petitioner is therefore not a novice. He must know the rules and regulations of the Railway. He must know that he has to abide by the policy of the respondent. When the policy of the



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respondent stipulates that there can be renewal of licence only when the licence holders gives up other railway stalls, then the petitioner should abide by them.

37. In the judgment in *Civil Appeal Nos. 618-620 of 2016 (SLP(C) Nos. 9921-9923 of 2014)*, dated 29.01.2016, [*Senior Divisional Commercial Manager and others vs S.C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Association and another*], the Supreme Court had examined a judgment of Andhra Pradesh High Court, whereby, the Division Bench of the Andhra Pradesh High Court had held that the respondents therein were entitled to get their licence renewed under Catering Policy-2010. After examining the issue at length, the Supreme Court finally held as follows:

“27. Therefore, we have to hold that the provisions of the Catering Policy, 2010 are applicable to the concerned respondents. The action of the railways in not granting renewals of the licenses to the members of the respondents is arbitrary, unreasonable, unfair and discriminatory, and the same cannot be allowed to sustain in law.

28. For the reasons stated supra, this Court cannot interfere with the impugned judgment and order of the High Court. The Civil Appeals are dismissed. The order dated 11.04.2014 granting stay of the impugned order shall stand vacated. We, however, make it clear that only those licensees may be eligible for renewal of their licenses who can declare on affidavit that they do not have the license of more than one shop or kiosk in their name or benami



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license at the railway stations with periodical reasonable increase of license fee. All pending applications are disposed of.”

38.It is seen from the above that the Supreme Court had upheld the applicability of Catering Policy-2010, but had stipulated that this would apply only to those licensees, who declared on affidavit that they do not have the licence of more than one shops or kiosk in their name or benami licence at the Railway stations. Thus, the petitioner has to make a choice. He can either seek for renewal of the Railway stall at Tiruvarur or he may not seek renewal. If he seeks renewal, then he must give up his interest and right over every other Railway stall. The petitioner had failed to declare that fact on affidavit. The petitioner therefore cannot be granted renewal.

39.Insofar as W.P.(MD)No.9653 of 2022 is concerned, it questioned the rejection of the minutes of the personal hearing afforded to the petitioner on 29.04.2022. That personal hearing was between the petitioner and the respondent. The respondent in their minutes have only reiterated this aspect, namely, that the petitioner should produce an affidavit and that renewal was not automatic. The petitioner's challenge



to the said minutes cannot withstand the scrutiny of this Court. I would therefore hold that the petitioner has to follow the guidelines on the issue of seeking renewal of railway licence.

40.However, with respect to the payment of licence fee, I hold that the petitioner had been directed to pay 40% of the licence fee till the date, when he was in occupation. Possession had been taken on and from 17.05.2022. This payment of 40% of the licence fee was from 01.01.2022 till 31.03.2022. Therefore, every stall owner has to pay the entire licence fee. Even though the petitioner had not directly challenged this concept of differentiation between the licence holders whose licence was still in force and a licence holder whose period had been extended owing to COVID-19, I hold that the difficulties faced by both are one and the same and therefore, the claim to pay 40% of licence fee cannot withstand juridical scrutiny.

41.In view of the above discussions, I hold that

(1)W.P.(MD)No.239 of 2022:The Writ Petition is disposed of. the



petitioner may pay 40% of the licence fee from 01.01.2022 till 31.03.2022 and thereafter, from 31.03.2022, he should pay the entire licence fee till 17.05.2022. If the petitioner had not paid licence fee in accordance with the above direction, the respondents are at liberty to initiate recovery proceedings in manner known to law.

(2)W.P.(MD)No.9653 of 2022: The Writ Petition stands dismissed.

(3)W.P.(MD)No.9844 of 2023:The Writ Petition stands dismissed, since the petitioner had not given any affidavit giving up his interest in the existing stall in his name at Tirunelveli Railway Junction, Thiruthangal Railway Station and Chennai Egmore Railway Station.

(4)No order as to costs.

(5)Consequently, connected miscellaneous petitions are closed.

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Internet :Yes
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C.V.KARTHIKEYAN, J.

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Order made in
W.P.(MD)Nos.239, 9653 and 9844 of 2022

28.04.2023