

CWP No. 19356 of 2021

[1]

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

CWP No. 19356 of 2021 (O&M)

Date of decision: 14th March, 2023

K K Kapoor & Sanjeev Kapoor

Petitioner

Versus

Indian Railway Stations Development Corporation Ltd. & others

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. N. P. Bhardwaj, Advocate for the petitioner.
Mr. Indresh Goyal, Senior Panel Counsel for respondents
No. 1 to 8.
Mr. Ivan Khosha and Mr. Shivam Grover, Advocates for
respondent No. 9.

AVNEESH JHINGAN, J (Oral):

1. This writ petition is filed seeking quashing of communication dated 9.9.2021 whereby the request of the petitioner for renewal of catering licence of Snack Bar at Platform No. 1 at Chandigarh Railway Station was rejected.

2. The brief facts are that in year 1972, the licence was allotted to M/s Ram Lubhaya and Roshan Lal, a partnership firm, in which father of the petitioner was a partner. Father of the petitioner expired and vending contract was transferred to legal heirs. The petitioner is continuing to run the snacks bar without renewal of licence after 2017 which was valid upto 31.3.2021.

3. It would be relevant to note that the respondents issued Catering Policy, 2005 dated 21.12.2005. The said policy was superseded by

Catering Policy, 2010 dated 21.7.2010 and thereafter Catering Policy, 2017 dated 27.2.2017 (for short 'Policy') which superseded earlier policy.

4. The petitioner approached this court by filing CWP No.7480 of 2021 seeking directions to the respondents to extend the tenure of catering licence of the petitioner beyond 31.3.2021 till finalisation of the tender by the respondents under the Catering Policy 2010 and 2017. The writ was disposed of on 15.7.2021 with the directions that the petitioner shall be permitted to operate the snacks bar till fresh allotment by respondents No. 5 and 6 (arrayed in that petition). The direction was 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 the Supreme Court in ***Senior Divisional Commercial Manager and others v. S. C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Association and another, 2016 AIR (SC) 668.***

5. It is admitted fact that the petitioner never participated in the tender process. The tender was finalised and Snack Bar is now allotted to newly added respondent No. 9. The possession could not be handed over to respondent No. 9 as the petitioner continued to possess it inspite of fact that protection in CWP No. 7480 of 2021 was only till fresh allotment is made.

6. Heard learned counsel for the parties and perused the pleadings.

7. Before proceeding further, it would be appropriate to note that this writ petition is filed on behalf of the partnership firm through partner- Sanjeev Kapoor. With the petition, partnership deed dated 25.1.2012 is attached. From the partnership deed, it is evident that there were two

partners. One partner K. K. Kapoor died on 15.3.2021, the result is that the partnership comes to an end and there is no averment that a new partnership deed came into existence.

8. The case of petitioner is based upon the decision of the Supreme Court in *S. C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Association and another's case (supra)* to submit that under Catering Policy, 2010 also the licences of petitioner of minor unit has to be renewed.

9. The stand of the respondents in the reply filed and during arguments is that Snack Bar as per Policy is a major unit, no rejoinder was filed by the petitioner.

10. It is forthcoming that in February, 2017, Policy came in existence superseding the earlier policy. As per the policy, contracts should have arbitration clause. There is no pleading to the effect that case of the petitioner for renewal is covered under the Policy. It would not be out of place to mention that the petitioner has just collectively attached three policies as Annexure. As per learned counsel for the petitioner, the licence of the petitioner was last renewed in 2017, but the said licence is not annexed with the petition. In such circumstances, this court is kept in dark as to whether last renewal was under the Policy or not. No assistance has been rendered to the query of Court that there are no pleading vis-a-vis the issue that unit of the petitioner continues to be a minor unit as per the policy and there can be renewal under the Policy.

11. At the cost of repetition, in pleadings of the writ petition, no case is made out that unit of the petitioner remains as minor unit under the Policy.

12. The Supreme Court in *S. C.R. Caterers, Dry Fruits, Fruit Juice Staalls Welfare Association and another's case (supra)* was dealing with Catering Policy-2005 and 2010 and in absence of averment and pleadings vis-a-vis Policy, the judgment is of no help to the petitioner.

13. Consequently, the writ petition is dismissed.

[AVNEESH JHINGAN]
JUDGE

14th March, 2023
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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |