

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.641 of 2023

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M/s Manik Chand Chaurasia, Vending Contractor, Bakhtiarpur, Railway Statoin, through its proprietor Ravi Prakash Chaurasiya Gender- Male, aged about 37 years, Son of Late Manik chand Chaurasiya, presently R/o 105, Ambedkar Nagar, Police Station- Saidpur, District- Ghazipur, Uttar Pradesh- 233304.

... .. Petitioner/s

Versus

1. The Union of India through the Secretary, Ministry of Railway, Government of India, New Delhi.
2. The General Manager, East Central Railway, Hajipur.
3. The Senior Divisional Commercial Manager, East Central Railway Danapur, Patna.
4. The Principal Chief Commercial Manager, Hajipur, East Central Railway, Danapur, Patna.
5. The Chief Commercial Manager, East Central Railway, Hajipur.
6. The Divisional Railway Manager (Commercial), East Central Railway Danapur, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Rajeev Shekhar, Advocate
		Mr. Sanjeev Kumar, Advocate
For the Respondent/s	:	Mr.Additional Solicitor General
For the Railways		Mr. Tuhin Shankar, Adv.

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

13 15-01-2024

Heard the learned counsels for the parties.

2. This writ petition has been filed for the following reliefs:-

“i) For issuance of a Writ in the nature of Certiorari for quashing the order bearing no.ECR/CRM/PAT/ Compliance/2022 dated 07.11.2022 issued by the Office of Principal Chief Commercial Manager, Hajipur, East Central Railway whereby the representation



preferred by the petitioner has been disposed of by justifying the sudden revised license fee and demand as same being in teeth of Catering Policy, 2010.

ii) For issuance of a Writ in the nature of Certiorari for quashing of the letter no. Com/catg/ BKP/ 22, dated 27.04.2022, issued by the respondent no.3 whereby license fee of the petitioner has been suddenly increased by 4030 % Appx (more than 400 times of the license fee paid by the petitioner for the year 2021) and demanded at Rs. 4,18,000/- per annum with effect from 01.11.2021 from the petitioner, contrary to the rules relating to enhancement of 10% of license fee as per the Catering Policy, 2010.

iii) For a direction to the respondents to extend the platform permit issued by the respondents to the Hawkers / Vendors engaged by the petitioner.

iv) or holding and declaring that the license fee of the petitioner can be revised and demanded from the petitioner strictly in accordance with Clause 17.5 and 18.3 of the Catering Policy, 2010 requiring assessment of actual sales turnover of the petitioner's catering unit during the peak period and lean period at intervals of three months and not cosmetic and table assessment based on fictitious figures by the respondents as same



is in teeth of the Catering Policy, 2010.

v) For grant of any other relief (s) to which the petitioner is found entitled to in the facts and circumstances of the present case.”

3. Learned counsel appearing on behalf of the petitioners states that the issue involved in the present writ petition is squarely covered by the Judgment of this Hon'ble Court dated 09.01.2023 passed in CWJC No. 17873 of 2023. Learned counsel appearing on behalf of the petitioner has stated that the petitioner was constrained to pay the entire amount under protest as there was every likelihood of the petitioner to be evicted from the subject premises. Therefore, left with no other option the petitioner had to pay the said amount. Learned counsel has drawn attention to this Court to support his contention as detailed in Annexure 11 of the Supplementary affidavit. The counsel for the Respondents has not controverted the above statement and fairly stated that this Court may pass similar orders in terms of the Judgment passed in **CWJC No. 17873 of 2023** wherein this Hon'ble Court has held as under:-

“19. For the afore-noted reason, we hold that the fixation of licensee fee at variance with respect to the stalls held by the petitioner without any assessment as contemplated under Clause 18.3 of the Catering Policy of 2010, is a wrong



exercise of power which cannot be sustained in the eyes of law.

20. The same is thus set aside.

21. The matter is remitted to the Railway Administration to make a fresh assessment as contemplated under Clause 18.3 and only thereafter fix the new license fee.

22. This exercise ought to be done within a period of three months, to be counted from the date of passing of the order/ production of a copy of this order before the concerned Authority of the Railways.

and further held as under:-

32. In case the license of the petitioner is to be retained and renewed, the fee must be fixed only after appropriate assessment of turnover of sales as contemplated under Clause 18.3 of the Catering Policy of 2010.

33. It goes without saying that while making such assessment, the Railway Administration shall take into account the lean period of the Covid -19 times before finally arriving at a figure which should form part of the license fee.

34. We say so for the reason that the Railway Administration has already admitted of such difficult times for the licencees during the Covid period.

35. Till the time a final exercise is made and on a fresh assessment, new license fee is



fixed, the petitioner shall be allowed to run all the catering units in accordance with the earlier agreement.

4. Having regard to the above, the impugned order passed by the Respondent authorities are set aside. The writ petitions stands disposed of with the above direction.

(A. Abhishek Reddy , J)

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