

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5700 of 2024

M/s Purv Railway Anpurna Caterer Venders Canteen Co-operative Society Limited Catering Contractor, Mokama, through its Member Sri Abhijeet Kumar a/a 34 years male, S/o Shailendra Nath Singh, R/o Ward No. -3, Dakbangla Road, Near Post Office, Mokama, P.S.-Mokama, District-Patna.

... .. 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 Chief Commercial Manager/Catering, East Central Railway, Hajipur.
5. The Divisional Railway Manager (Commercial) East Central Railway, Danapur, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Alok Kumar Jha
For the Respondent/s : Mr.Additional Solicitor General

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

6 10-09-2024 Heard the learned counsels for the parties.

2. The writ petition is filed challenging the decision of the respondent authorities in enhancing the license fee substantially and manifold then the present rates and as illegal, bad and arbitrary among other prayers.

3. Learned counsel appearing on behalf of the petitioner 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 2021. 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 2021 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 dated 08.02.2024 passed by the Respondent authorities (respondent No. 3) is set aside. The writ petition stands disposed of in terms of the direction issued by this Court in CWJC No. 17873 of 2021 dated 09.01.2023.

(A. Abhishek Reddy, J)

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