

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11182 of 2024

Swami Viveka Nand Singh@ Swami Viveka Nand Son of late Keshav Singh,
Resident of Flat No. 108, Jagdevan Plaza, Kankarbagh, P.S. Kankarbagh,
District- Patna.

... .. Petitioner/s

Versus

1. The Union Of India through the Chairman and CEO, Railway Board.
2. The Director, Tourism and Catering, Railway Board, New Delhi.
3. Director, Passenger Marketing Railway Board, New Delhi.
4. General Manager, East Central Railway, Hajipur.
5. The Principal Chief Commercial Manager, East Central Railway, Hajipur.
6. Senior Division Commercial Manager, Danapur, E.C. Railway.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Dewendra Narayan Singh, Advocate.
For the Respondent/s : Mr. Additional Solicitor General.
For the UOI : Mr. Rakesh Kumar Sinha, Advocate.

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

2 31-07-2024 Heard the learned counsel for the parties.

2. The present writ petition has been filed for the
following relief(s):-

*“(i) For quashing of the letter
issued vide Letter No. Com/Catering
Stall-05/2024 dated 19.04.2024
contained in Annexure P-3 issued by the
Senior Division Commercial Manager,
East Cental Railway, Danapur whereby
and whereunder the validity of catering
stall/General Minor Unit (herein after
referred as ‘GMU’) No. 5 at Platform
No. 1 at Ara Railway Station provided to
the petitioner which had to be expired on*



24.04.2024, has been extended only for the period of 90 days by fixing the period from 25.03.2020 to 22.06.2020 as the period in form of the 'dies-non period' on account of its being the Covid-19 period and accordingly the validity of the said catering stall has been extended from 25.04.2024 to 23.07.2024 and it has been directed to not to extend/renew the validity of the period of contract of running the catering stall of food and beverage services at stall/GMU No. 5 at platform No. 1 of Ara Railway Station on which the petitioner after having entered into Master License Agreement which Senior Divisional Commercial Manager, Danapur Division, East Central Railways, has been given license to run the food and beverage stall/services, after 23.07.2024.

(ii) Also for quashing of the letter issued vide letter No. Com/Catering Stall-11/2024 dated 19.04.2024 contained in Annexure P-4 issued by the Senior Division Commercial Manager, East Central Railway, Danapur whereby and whereunder the validity of catering stall/GMU No. 11 at Platform No. 2/3 at Ara Railway station provided to the petitioner which had to be expired on 24.04.2024, has been extended only for the period of 90 days by fixing the period from 25.03.2020 to 22.06.2020 as the period in form of the 'dies-non period' on account of its being the Covid-19 period and accordingly the validity of said catering stall has been extended from 25.04.2024 to 23.07.2024 and it has been



directed to not to extend/renew the validity of the period of contract of running the catering stall of food and beverage services at stall/GMU No. 11 at Platform No. 2/3 of Ara Railway Station on which the petitioner after having entered into Master License Agreement with Senior Divisional Commercial Manager, Danapur Division, East Central Railways, has been given license to run the food and beverage stall/Services, after 23.07.2024.

(iii) Also for quashing of the letter issued vide letter No. Com/Catering Stall-17/2024 dated 19.04.2024 contained in Annexure P-5 by the Senior Division Commercial Manager, East Central Railway, Danapur whereby and whereunder the validity of catering stall/GMU No. 17 at platform No. 2/3 at Rajendra Nagar Station Provided to the petitioner which had to be expired on 22.04.2024, has been extended only for the period of 90 days by fixing the period from 25.03.2020 to 22.06.2020 as the period in form of the 'dies-non period' on account of its being the Covid-19 period and accordingly the validity of said catering stall has been extended from 23.04.2024 to 21.07.2024 and it has been directed to not to extend/renew the validity of the period of contract of running the catering stall of food and beverage services at Stall/GMU No. 17 at Platform No. 2/3 of Rajendra Nagar Railway Station on which the petitioner after having entered into Master License Agreement with Senior Divisional



Commercial Manager, Danapur Division, East Central Railways, has been given license to run the food and beverage stall/services, after 21.07.2024.

(iv) Also for quashing of the letter issued vide letter No. Com/Catering Stall-28/2024 dated 19.04.2024 contained in Annexure P6 by the Senior Division Commercial Manager, East Central Railway, Danapur whereby and where under the validity of catering stall/GMU No. 28 at Platform No. 4/5 at Danapur Railway Station provided to the petitioner which had to be expired on 25.04.2024, has been extended only for the period of 90 days by fixing the period from 25.03.2020 to 22.06.2020 as the period in form of the 'dies-non period' on account of its being the Covid-19 period and accordingly the validity of said catering stall has been extended from 26.04.2024 to 24.07.2024 and it has been directed to not to extend/renew the validity of the period of contract of running the catering stall of food and beverage services at stall/GMU No. 28 at Platform No. 4/5 of Danapur Railway Station on which the petitioner after having entered into Master License Agreement with Senior Divisional Commercial Manager, Danapur Division, East Central Railways, has been given license to run the food and beverage stall/services after 24.07.2024.

(v) Also for directing the respondent authorities to extend period of contract of the petitioner for running respective stalls of food and beverage at



respective railway stations at Ara, Rajendra Nagar Terminal and Danapur under the Danapur Division of East Central Railway from the respective dates on which his contract periods are going to be expired, by extending the 'dies-non period' for 466 days from the fixed 'dies-non period' of 90 days."

3. The counsels appearing on behalf of the petitioner as well as the respondents have fairly conceded that the issue in the present writ petition is covered by the judgment of the Hon'ble High Court of New Delhi passed in W.P. (C) 2501 of 2023. The Hon'ble High Court of Delhi while taking into consideration the various judgments of the Hon'ble Supreme Court and other High Courts has dismissed the writ petitions pending before it granting three months time to vacate the subject premises.

4. The learned counsel for the petitioner has stated that while dismissing the above writ petition, the Hon'ble Court was pleased to grant time for making alternative arrangements/vacating the premises. Learned counsel has relied on Paragraph No. 36 of the said judgment and prayed for similar relief.

5. The learned counsel appearing on behalf of the respondent railways has opposed the same and stated that the petitioners have been given sufficient time for vacating the



premises and that there is no need to granting further time for vacating the premises in question.

6. As seen from the judgment, the Hon'ble High Court of Delhi while duly taking into consideration the various judgments of the Hon'ble Supreme Court and other High Courts has dismissed the writ petitions filed by similarly situated persons, however, has held as under:

“In the circumstances, this Court finds no merit in the present petitions and the same are accordingly dismissed. However, since the petitioners have been operating the concerned multi-purpose stall for a very long period of time, to enable the petitioners to make a transition and make alternative vending arrangement/s, this Court considers it apposite to grant a period of 3 months to the petitioners (from the date of the extended license period after taking into account the dies non period; OR from the date of this judgment, whichever is later) to vacate the stalls in questions. It is directed accordingly.”

7. Having regard to the above, this Court is of the opinion that the ends of justice would be met if the present writ petition is also disposed of granting three months time to the petitioners to make alternate arrangements/vacating the subject premises from today. The petitioner shall continue to pay the monthly charges to the respondents without fail by 10th of every



month. The petitioner shall handover the peaceful possession of the subject property at the end of three months starting from today. In case the petitioners do not vacate the premises, they are not only liable to be evicted by the authorities but will also be liable for contempt of court proceedings.

8. With the above directions, the present writ petition stands disposed of.

(A. Abhishek Reddy , J)

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