

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16534 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 Principle Chief Commercial Manager, East Central Railway, Hajipur.
6. Senior Division Commercial Manager, Danapur.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Dewendra Narayan Singh, Adv.
For the Respondent/s	:	Mr.Additional Solicitor General
For the UOI		Mr. K. N. Singh, ASG
		Mr. Amish Kumar, CGC

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

3 12-11-2024 Heard the parties.

2. The present writ petition is filed for the following

relief(s):-

“ . For directing the respondent authorities to extend the period of contract of the petitioner for further four months for running the catering stalls/general minor units (hereinafter referred to as GMU) No.5 at platform no.1 at Arrah Railway Station, in view of the order passed in SLP(C) No.19229 of 2024 (M/s S Veer & Co. Graduate Partnership Concern and Anr. Versus Union of India and Ors.) by the Hon'ble Supreme Court of India by which extension of further four months time



of the contract period of the concerned has been ordered to be made, after his contract period was extended for 90 days by the Railways and subsequently the same was further extended for a period of 90 days by the order of the Hon'ble Delhi High Court by setting aside 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 Central Railway, Danapur whereby and where under 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 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 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.

And

ii. Also for directing the respondent authorities to extend the period of contract of the petitioner for further four months for



running the catering stalls/general minor units No.11 at platform no.2/3 at Arrah Railway Station, in view of the order passed in SLP(C) No.19229 of 2024 (M/s S Veer & Co. Graduate Partnership Concern and Anr. Versus Union of India and Ors.) by the Hon'ble Supreme Court of India by which extension of further four months time of the contract period of the concerned has been ordered to be made, after his contract period was extended for 90 days by the Railways and subsequently the same was further extended for a period of 90 days by the order of the Hon'ble Delhi High Court, by setting aside 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 where under 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.

And

*iii. Also for directing the respondent authorities to extend the period of contract of the petitioner for further four months for running the catering stalls/general minor units No.17 at platform no.2/3 at Rajendra Nagar Railway Station, in view of the order passed in SLP(C) No.19229 of 2024 (**M/s S Veer & Co. Graduate Partnership Concern and Anr. Versus Union of India and Ors.**) by the Hon'ble Supreme Court of India by which extension of further four months time of the contract period of the concerned has been ordered to be made, after his contract period was extended for 90 days by the Railways and subsequently the same was further extended for a period of 90 days by the order of the Hon'ble Delhi High Court, by setting aside 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 where under 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.

And

iv. Also for directing the respondent authorities to extend the period of contract of the petitioner for further four months for running the catering stalls/general minor units No.28 at platform no.4/5 at Danapur Railway Station, in view of the order passed in SLP(C) No.19229 of 2024 (M/s S Veer & Co. Graduate Partnership Concern and Anr. Versus Union of India and Ors.) by the Hon'ble Supreme Court of India by which extension of further four months time of the contract period of the concerned has been ordered to be made, after his contract period was extended for 90 days by the Railways and subsequently the same was further extended for a period of 90 days by the order of the Hon'ble Delhi High Court, by setting aside the letter issued vide letter No.Com/Catering Stall-28/2024 dated 19.04.2024 contained in Annexure P-6 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.”

3. Without going into the merits or demerits of the case having regard to the facts that the petitioner has already ventilating his grievance by way of representation dated 10.09.2024 (Anneaxure P-17) to the Senior Divisional Commercial Manager, East Central Railway, Danapur (Respondent No. 6), the present writ petition is disposed of at the stage of admission with the consent of both the parties. The Respondent No. 6 shall consider the representation made by the petitioner and pass necessary orders strictly in accordance with law. The entire exercise shall be completed as expeditiously as



possible preferably within a period of four weeks from today.

4. It is needless to mention that any order passed shall be communicated to the petitioner. Till such final orders are passed, the authorities are directed not to take any coercive steps against the petitioner.

5. With the above directions, the present writ petition stands disposed off.

(A. Abhishek Reddy , J)

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