

**IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD
(Special Original Jurisdiction)**

WEDNESDAY, THE EIGHTEENTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY FOUR

PRESENT

THE HONOURABLE JUSTICE MOUSHUMI BHATTACHARYA

WRIT PETITION NO: 13263 OF 2023 & 31091 OF 2024

W.P.No.13263 OF 2023

Between:

K. Padmaja, Wife of Jaya Reddy, Aged about 60 years, Licence Holder of Renovation, Operation, Maintenance and Transfer (ROMT) of Retiring Rooms/ Dormitory in Secunderabad Railway Station, Resident of Hyderabad 500056

...PETITIONER

AND

1. South Central Railway, Represented by its General Manager, Rail Bhavan, Secunderabad.
2. Divisional Railway Manager, South Central Railway, Secunderabad.
3. Senior Divisional Commercial Manager, South Central Railway, Secunderabad

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a writ or order or direction, more particularly one in the nature of Writ of Mandamus, declaring the action of the 3rd respondent vide his Notice dated 29/04/2023 terminating the license of the petitioner in respect of her license for running dormitory and retiring rooms in Secunderabad Railway Station is highly unwarranted, unjust, arbitrary, suffers from non-application of mind, contrary to the terms and conditions of the license of the petitioner, violative of principles of natural justice illegal and unsustainable, violative of Articles 14 and 21 of the Constitution of India.

IA NO: 1 OF 2023

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to suspend the operation of the notice dated 29/04/2023 issued by the 3rd respondent terminating the license for running dormitory and retiring rooms in Secunderabad Railway Station.

W.P.No.31091 OF 2024

Between:

K.Padmaja, Wife of Jaya Reddy, Aged about 61 years, Licence Holder of Renovation, Operation, Maintenance and Transfer (ROMT) of Retiring Rooms/Dormitory in Secunderabad Railway Station, Resident of Hyderabad 500056.

...PETITIONER

AND

1. South Central Railway, Represented by its General Manager, Rail Bhavan, Secunderabad.
2. Senior Divisional Commercial Manager, South Central Railway, Secunderabad.

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a writ or order or direction, more particularly one in the nature of Writ of Mandamus, declaring the action of the 2nd respondent vide his order dated 21.10.2024 terminating the licence of the petitioner in respect of Dormitory and Retiring Rooms in Secunderabad Railway Station is highly unwarranted, high arbitrary, violative of the order of this Honourable Court dated 11.05.2023 in W.P.No.13263 of 2023, contrary to the Clause No.12 (b) of Section II of the Licence Deed of the petitioner, violative of principles of natural justice, violative of Articles 14 and 21 of the Constitution of India, illegal and unsustainable.

IA NO: 1 OF 2024

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to suspend the operation of the order of the 2nd respondent dated 21.10.2024 relating to termination of licence of the petitioner in respect of Dormitory and Retiring Rooms in Secunderabad Railway Station, pending disposal of the above Writ Petition.

Counsel for the Petitioner in both W.Ps : SRI C.RAMACHANDRA RAJU

**Counsel for the Respondents in both W.Ps : SRI GADI PRAVEEN KUMAR,
DY.SOL.GENERAL**

The Court made the following: COMMON ORDER

THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA

WRIT PETITION Nos.13263 of 2023 and 31091 of 2024

Mr. C.Ramachandra Raju, learned counsel for the petitioner.

Mr. Gadi Pravcer. Kumar, learned Deputy Solicitor General of India for the respondents.

COMMON ORDER:

The present writ petitions challenge the Notices dated 29.04.2023 and 21.10.2024 issued by the Senior Divisional Commercial Manager, South Central Railway, Secunderabad (respondent No.3 in W.P.No.13263 of 2023 and respondent No.2 in W.P.No.31091 of 2024) terminating the petitioner's license for running Dormitory/Retiring Rooms in the Secunderabad Railway Station.

2. The petitioner was awarded a license by the Railway Department for "Renovation, Operation, Maintenance and Transfer of Retiring Rooms and Dormitories" in the Secunderabad Railway Station on 06.12.2021 for a period of 9 years i.e., from 16.11.2020 to 15.11.2029.

3. Initially, the Senior Divisional Commercial Manager, South Central Railway, issued the Notice dated 29.04.2023, which is

impugned in W.P.No.13263 of 2023, terminating the petitioner's license w.e.f. 15.05.2023. A Co-ordinate Bench *vide* order dated 11.05.2023 suspended the impugned Notice. Pursuant to the said order, the petitioner continues to run a part of the Dormitory in the old block. The petitioner thereafter submitted a representation on 04.11.2024 to the Senior Divisional Commercial Manager, South Central Railway, to provide alternative accommodation to the petitioner in the newly-constructed building at Gate No.1 of the Secunderabad Railway Station.

4. Learned counsel appearing for the petitioner submits that the petitioner is ready and willing to vacate the present premises subject to the Senior Divisional Commercial Manager, South Central Railway, providing alternative accommodation in the new building. Counsel submits that the respondents issued the impugned Notice dated 21.10.2024 terminating the petitioner's contract and directing the petitioner to vacate and handover the premises by 11.11.2024.

5. Counsel complains against the impugned Notices of termination of contract on the ground of the respondents not

issuing any Show Cause Notice before the termination, contrary to Clause 12 of Section II (b) of the Tender Document of the Indian Railway Stations Development Corporation Limited (IRSDC). Counsel submits that the petitioner is entitled to an alternative site for continuing the work of Renovation in the Dormitory in the Secunderabad Railway Station in terms of the Agreement.

6. The learned Deputy Solicitor General appearing for the respondents/South Central Railway submits that the petitioner was asked to vacate the premises on account of a major upgradation/development work at the Secunderabad Railway Station which is being undertaken at a cost of Rs.700 Crores for improving passenger convenience. The Deputy Solicitor General submits that the work is moving at a brisk pace and the project is due to be inaugurated in November, 2025. It is submitted that the development work will result in creating world-class facilities for enhancing passenger comfort through segregation of arrival and departure traffic and multi-modal connectivity. Counsel further submits that the redevelopment activities of the Railway Station building require the North side of the building to be dismantled in a phased manner. Hence, existing commercial contracts in the

front side of the main building (North) are required to be dismantled or relocated based on feasibility. Counsel submits that the dismantling activity is required to be carried out with immediate effect since 4 floors of the new building are to be constructed and commissioned next year. It is submitted that the petitioner cannot be relocated before completion of the development work in the North building.

7. The dispute in the present writ petitions centers around the Notices dated 29.04.2023 and 21.10.2024 whereby the Senior Divisional Commercial Manager, South Central Railway, terminated the Contract of the petitioner in terms of the Tender Document relating to "Shifting of Site" and transfer of premises.

8. The License Agreement dated 06.12.2021 executed between the parties for "Renovation, Operation, Maintenance and Transfer of Retiring Rooms/Dormitories at Secunderabad Railway Station" stipulates that the Agreement would be in place for 9 years from 01.08.2020 till 31.07.2029. However, it is undisputed that the respondents were forced to terminate the Agreement by the impugned Notices on account of the development/redevelopment

work at the Secunderabad Railway Station. The plan to develop the Railway Station was subsequent to the Agreement dated 06.12.2021 and is avowedly for improved passenger comfort and convenience. The petitioner's demand of being relocated or being provided alternative site for continuing the renovation work has to be seen in the context of the redevelopment work at the Secunderabad Railway Station. Needless to say, the redevelopment work would entail dismantling of several of the existing structures including the North building of the Railways which is also the specific case of the respondents as stated in the counter.

9. It is undisputed that the redevelopment work involves a timeline for completion and is due to be commissioned in November, 2025. Considering these facts, the petitioner's insistence on being offered an alternative site may not be feasible in the present circumstances since the petitioner can only be relocated after completion of the finishing works in the relevant part of the building. Permitting the existing Dormitory where the petitioner is presently engaged to remain would derail the execution and commissioning of the ongoing work within the approved timelines.

10. The petitioner admits in paragraph 14 of the affidavit filed in support of W.P.No.31091 of 2024 that there is presently only one Dormitory in the Secunderabad Railway Station which the petitioner is operating but that the Railway Department is bound to provide at least one Dormitory in the new building after demolition of the present premises. The stand of the petitioner is unreasonable. Purely on practical terms, the petitioner cannot be offered an alternative site unless the development work in the Railway Station is completed as per schedule. The petitioner's obstinacy to hold on to the existing Dormitory till the respondents provide an alternative site would be disruptive of the ongoing development work at the Secunderabad Railway Station.

11. Moreover, Clause 12 of Section-II of the Tender Document relating to "Shifting of Site" specifically provides that in "exceptional circumstances" of construction in station building due to redevelopment activity or shifting of the station building when the site of Retiring Rooms and Dormitories are required to be vacated, the Licensee shall have to vacate the site to enable the redevelopment/construction activity of the station. In such cases, however, the Authority shall offer alternate site to the Licensee for

the balance period of the license which the Licensee may accept or reject. If the Licensee agrees to take over the new alternate site, the new alternate site shall be handed over to the Licensee on the existing license fee. If the site is not handed over to the Licensee, the Authority shall refund Security Deposit and pro-rata available license fee for the balance period.

12. Therefore, it is clear that the Tender Document provides for exceptional circumstances such as redevelopment/construction work at the Railway Station. The mandate to provide an alternative site cannot be an absolute mandate or one that holds the respondents to ransom particularly where the redevelopment work at the Railway Station is for the overall benefit of the passengers. This is a case where the overwhelming public interest must prevail over the individual rights of the petitioner. The petitioner cannot be permitted to hold up the development work on the ground of breach of principles of natural justice.

13. In any event, the learned Deputy Solicitor General has filed an additional affidavit on 03.12.2024 pursuant to the direction of the Court. Paragraph 5 of the additional affidavit states that the

proposed Dormitories may only be relocated after completion of the full length North building. Paragraph 6 of the additional affidavit states that the contract will be handed over to the petitioner for the remaining period of the license after completion of the construction/redevelopment work at the Secunderabad Railway Station. Paragraph 6 of the additional affidavit further states that the petitioner will be accommodated for the remaining period of the license subject to her eligibility and on payment of outstanding dues to the Railways.

14. The additional affidavit can be accepted as an undertaking given by the respondent/Railways that the petitioner will be given alternative accommodation to continue with the Agreement for the remaining period of license.

15. The Writ Court can certainly step in where there is an infraction of the fundamental rights of any person or citizen. The Writ Court however cannot give directions where the directions will be unviable, impractical and un-implementable. The Court must also look at the overall public interest in appropriate cases or in other words the utility angle of *one vs. many*. Demanding that the

petitioner be provided an alternative site with immediate effect will not only be impractical but would also lead to delay in the execution/competition of the redevelopment work at the Secunderabad Railway Station. In *Tata Motors Ltd v. Brihan Mumbai Electric Supply & Transport Undertaking (BEST)*¹, the Supreme Court advised that the financial burden on the public exchequer would be a relevant consideration where the Court directs issuance of a fresh tender and that the Court would exercise its discretionary powers under Article 226 of the Constitution only in furtherance of public interest and not merely on the asking.

16. Therefore, considering the facts submitted on behalf of the parties and the material showed to the Court, this Court is of the view that the petitioner's rights under the License Agreement must be protected after completion/commissioning of the renovated Secunderabad Railway Station. The respondent Railways shall provide alternative site to the petitioner after completion of the development work as per the additional affidavit/undertaking given by the Railways. The respondents shall also consider extending

¹ 2023 SCC OnLine SC 671

the license period for the period during which the license was paused/kept in abeyance pursuant to the impugned notices. The respondents shall also refund the Security Deposit and the pro-rata available license fee for the balance period in terms of Clause 12 of Section-II of the Tender Document ("Shifting of Site"). The respondents shall also take a favourable view of the petitioner's eligibility for being offered alternative site after completion of the renovated Railway Station in view of the petitioner being an existing licensee at the time of issuance of the impugned notices.

17. W.P.Nos.13263 of 2023 and 31091 of 2024 are accordingly disposed of in terms of the above. The petitioners shall be at liberty of approaching the Court in the event the respondents resile from their obligations under Clause 12 of Section-II of the Tender Document.

18. All connected applications are disposed of. Interim orders, if any, stand vacated. There shall be no order as to costs.

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SD/- T. TIRUMALA DEVI
ASSISTANT REGISTRAR

SECTION OFFICER

To,

1. The General Manager, South Central Railway, Rail Bhavan, Secunderabad.

2. The Divisional Railway Manager, South Central Railway, Secunderabad.
3. The Senior Divisional Commercial Manager, South Central Railway, Secunderabad
4. One CC to SRI C.RAMACHANDRA RAJU, Advocate. [OPUC]
5. One CC to SRI GADI PRAVEEN KUMAR, (Deputy Solicitor General of India), High Court for the State of Telangana at Hyderabad. [OPUC]
6. Two CD Copies.

BSK

GJP

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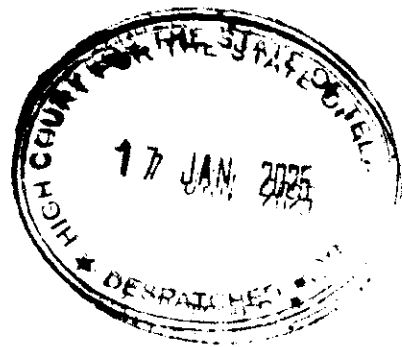
HIGH COURT

DATED:18/12/2024

COMMON ORDER

WP.No.13263 OF 2023
&
WP No.31091 OF 2024

DISPOSING OF THE WRIT PETITIONS
WITHOUT COSTS



*Scanned
KJ
8/1/25*