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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 9231/2024, CM APPL. 37830/2024, CM 39308/2024**

**MS. KAUSHALYA MEENA PROP SHREE KRISHNA CATERING
SERVICES**Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.
Rakesh Ranjan, Mr. Chandan Kumar,
Mr. Shubham Rai, Advocates.

versus

UNION OF INDIA AND ORSRespondent

Through: Mr. Viplav Acharya, Sr. Panel
Counsel, Mrs. Prerna Dhall, G.P. for
respondent/UOI.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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16.07.2024

1. A bare perusal of the facts would indicate that on 13.09.2023, the respondent/Railway directed the petitioner that the extended contract period would expire on 19.07.2024, including the period of Dies-Non. The petitioner, thereafter, appears to have made certain representations, however, the representation had not been considered favorably. The petitioner has only approached this Court after decision in Writ Petition bearing no. 6771/2024 titled as *Ved Prakash Mishra v. Union of India & Ors.* is rendered on 30.05.2024. He therefore submits that in view of the parity, he be granted the extension of three months time to vacate the stall in question.

2. The Court has considered the submissions made by the petitioner and has also perused the decision dated 30.05.2024. The relevant extracts of the



said order reads as under:-

“29. Once the respondents have disclosed the basis for working out the dies non period, this Court in exercise of the jurisdiction under Article 226 of the Constitution of India cannot get into intricacies of the factual situation subsisting at each railway station to virtually exercise appellate jurisdiction in respect of the extent of extension granted to individual licensees. It is noticed that individual license agreement executed between petitioner and the concerned railway authorities as well as the Catering Policy 2017, contain an arbitration clause if the petitioners are aggrieved on account of insufficiency of extension on account of the Covid-19 situation or if they wish to claim damages on any account, they are at liberty to invoke the arbitration clause and initiate appropriate proceedings. The rights and remedies of the petitioners in this regard are expressly kept open.

30. 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 these minor catering units for a significant 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 catering units in question. The same shall be subject to payment of usual license fee. It is directed accordingly.”

3. The Court in *Ved Prakash Mishra (supra)* dismissed the petition, however, in paragraph no.30, keeping in mind the fact that the petitioners therein were operating minor catering units for significant period of time and to enable them to make a transition and to make alternate vending arrangements, three months time was extended.

4. However, in the present case, the petitioner appears to be a fence-sitter. The Court, in the instant case, is unable to accede to the same prayer for the reason that on 13.09.2023 itself the petitioner was unequivocally informed that his period of contract is expiring on 19.07.2024. Therefore, the petitioner had sufficient time to make alternate arrangements or to



transition to any further alternative. At this belated stage, any relief of extension of time would tantamount to alteration of the terms of the contract, which perhaps, is not permissible in law.

5. In view of the aforesaid the present petition is dismissed along with pending applications.

PURUSHAINdra KUMAR KAURAV, J

JULY 16, 2024/KG