

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13208 of 2023

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M/S Arunima Food Service through its, Proprietor Sri Basuki Nath, Son of Mithai Lal Male, aged about 40 years, resident of At Kashyap Bhawan Behind Kabristan, New Karbigahiya, P.S. Jakkanpur, Phulwari, District Patna (Bihar) – 800001

... Petitioner

Versus

1. The Union of India Ministry of Railways (Railway Board) through its Chairman, Rail Bhawan, 1, Raisina Road, New Delhi - 110001.
 2. The General Manager, East Central Railway, Hajipur, P.O. - Diggi Kala, P.S. Hajipur, District- Vaishali.
 3. The Divisional Commercial Manager, East Central Railway, Mughalsarai.
- ... Respondents

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Appearance :

For the Petitioner : Mr.Uday Prasad Singh, Adv.
For the Respondents : Mr.Satyabir Bharti, CGC

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

9 06-02-2025

Heard the parties.

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

“..... for enforcement of their Fundamental Rights enshrined under Article 14, 19[1][g] and 21 of the Constitution of India by challenging the letter dated 1/9/22, 16/09/22 (Ann-5) issued by the Respondent no.3, Residual period by calculating number of days which were wasted due to covid-19 as given by IRCTC as well as Indian Railway to its catering contractors vide office letter dt 04/10/2021 where as the Respondent authority imposed an arbitrarily excessive license fee and also imposed an escalation fees of 10% despite the Respondent No.1 having an established and continuing policy for providing relaxation in license fees due to the effects of the Covid-19 pandemic and residual period is not given to us.”



3. It is the case of the petitioner that he has entered into a Master License Agreement for running a small unit at Gaya Railway Station with the Respondent-Railway on 04.07.2018 and the period of the said agreement is for 5 years. Learned counsel has stated that the due to the Covid pandemic situation which prevailed during the period March, 2020 till June, 2020 and also in the year 2021, the petitioner could not run his shop as the Railways had directed the petitioner to close the unit. Further it is stated that even after the pandemic period was over, the petitioner was directed to open the shop at the fifty per cent capacity only, as a result of which the petitioner sustained huge monetary loss. Counsel has stated that other similarly situated units at other places were given extension of lease paid and therefore the petitioner should also be given the same extension on par with the others. Further it is stated that the authorities have no right to increase the license fee by more than 10% and the same is contrary to the principles of equity. Counsel has therefore prayed this Hon'ble Court to allow the present Writ Petition.

4. Per contra, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the Writ Petition. Learned counsel has stated that the initial period of



contract entered between the petitioner and Railways expired on 03.07.2023 and there is specific clause in the said agreement that no extension lease would be granted. However, the petitioner by virtue of the interim orders granted by this in the present Writ Petition has been in possession of the subject property since the last more 1½ years even after expiry of lease. Counsel has stated that by virtue of the interim orders granted by this Court the petitioner has made good the losses if any sustained by him due to the closure of the shop during the covid pandemic period. Counsel has stated once the interim stay is vacated the authorities will call for open tenders and the petitioner is free to participate in the same. Counsel has therefore prayed this Hon'ble Court to dismiss the present Writ Petition.

5. Admitted, as seen from the record, this Court vide order dated 19.09.2023 has granted interim orders directing the authorities not to take any coercive steps against the petitioner and the petitioner is in possession of such a property till date. Even for the sake of argument if it is taken to be true that the petitioner has sustained any losses due to the closure of the unit during the Covid pandemic period, by virtue of the interim orders granted by this Court the petitioner has been running the shop since the last more than 1½ years. The petitioner must have recovered the losses, if any, sustained by him. Further this Hon'ble Court as well as Hon'ble Supreme



Court in catena of cases time and again has held that the High Court sitting under Article 226 of the Constitution of India should not normally interfere in contractual matters. Further it is to be noted that the Railways as a matter of policy have granted the petitioner dies non and other similarly situated persons 90 days dies and during which period no license fee is liable to be paid by the petitioner. Further it is stated that the license on par with others fee was also reduced therefore the contention of the petitioner that he has sustained losses during the Covid period and the authority should extend the period of the license is without any legal basis.

6. This Court does not find any merit in the present Writ Petition which warrants any interference.

7. Having regard to the above mentioned facts and circumstances, the Writ Petition stands dismissed. In case the authorities issue a fresh tender, the petitioner is free to participate in the same.

(A. Abhishek Reddy , J)

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