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22.01.2025  
Court No.14  
BP/AGM

IN THE HIGH COURT AT CALCUTTA  
CONSTITUTIONAL WRIT JURISDICTION

WPA 1634 of 2025

Abdul Haque Laskar  
Vs.  
Union of India & Ors.

*Mr. Nirmalya Biswas.*  
*Mr. Anirban Datta.*

*... For the Petitioner.*

*Mr. Ganga Prasad Mukherjee.*  
*Mr. Subrata Santra.*

*... For the Union of India.*

1. Affidavit-of-service filed in Court today be kept with the records.
2. The petitioner is an existing licensee and the license is valid for a period of three years commencing from 24.01.2022 till 23.01.2025. The contract of the petitioner contains a renewal clause. The contract is renewable with 10% enhancement in the rate of the license fee at the option of the administration. After completion of the contractual period, the licensee is responsible for peaceful handing over of the possession of the railway land to the administration.
3. In the instant case, the contract of the petitioner was not renewed. Fresh auction has taken place. The petitioner has not participated in the same on the legitimate expectation that the contract will be renewed for a further period of three years.
4. The prayer for renewal made by the petitioner stood rejected by the authority relying on the policy guidelines issued by the zonal railway on 14<sup>th</sup> January, 2016 which mentions that the extension of the existing contract should be avoided by proper

advance planning. However, in unavoidable and exceptional circumstances for ensuring uninterrupted services of parking to the passengers at the station, subject to the willingness of the contractor, extension of the existing contract may be considered for a maximum period of six months with 10% hike in the license fee for the extended period on pro-rata basis with divisional finance concurrence and approval of the DRM.

5. Such exceptional circumstance may arise when the open tender is floated in advance but could not be finalised due to unavoidable circumstances or due to poor response.
6. In the instant case it appears that the authority proceeded with the fresh auction and has not renewed the contract of the petitioner.
7. The petitioner cannot claim renewal as a matter of right. The same is always at the option of the administration. The administration has opined not to renew the contract of the petitioner.
8. The Court does not find any error on the part of the authority.
9. The writ petition is devoid of merits. It accordingly fails and is hereby dismissed.
10. Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

**(Amrita Sinha, J.)**